

"Improving the quality of life for Aurora"

AURORA CITY COUNCIL REGULAR SESSION AGENDA

Aurora City Hall, Council Chambers

Monday, July 28th, 2014 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 July 14, 2014 at 7:00 p.m.

V. APPROVAL OF APPROPRIATIONS for July

VI. PUBLIC COMMENT

VII. COUNCIL FORUM

VIII. OLD BUSINESS

IX. NEW BUSINESS

- A.** *First Reading of Bill No. 2014-3010*
An Ordinance of the City of Aurora, Missouri, to establish a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials
- B.** *First Reading of Bill No. 2014-3011*
An Ordinance to authorize the Mayor to execute a State Block Agreement between the City of Aurora, Missouri and the Missouri Highways and Transportation Commission on Airport Project 13-091B-3
- C.** *Resolution No. 2014-1352*
A Resolution of the City of Aurora, Missouri awarding the bid for a Leaf Collector and Box and Authorizing the Mayor to execute the contract on behalf of the City of Aurora, Missouri
- D.** *Resolution No. 2014-1353*
A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to enter into an agreement for engineering services with Allgeier, Martin & Associates, Inc. under the Small Community Grant Program

X. REPORTS

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

XI. ADJOURNMENT

Posted July 25, 2014 by Betty Baum, Deputy City Clerk

COMMUNICATION PAGE

Date: July 28, 2014

Presented By: Mayor

Agenda Item: Approval of Minutes

Agenda No. IV

AGENDA ITEM DESCRIPTION

APPROVAL OF MINUTES:

Regular Session held on July 14, 2014 at 7:00 p.m.

NOTES:

"Improving the quality of life for Aurora"

AURORA CITY COUNCIL REGULAR SESSION AGENDA

Aurora City Hall, Council Chambers

Monday, July 14th, 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 June 23, 2014 at 7:00 p.m.

Chairman Pro Tem Barton moved to approve the minutes from the regular session held on June 23, 2014 at 7:00 p.m. Councilman Henderson seconded the motion. Motion passed with the following council members voting aye:

AYES: Henderson, Marks, Ramirez, Rentfro, Barton

NAYES: 0

Special Session held on July 7, 2014 at 6:00 p.m.

Councilman Ramirez moved to approve the minutes from the special session held on July 7, 2014 at 6:00 p.m. Councilwoman Rentfro seconded the motion. Motion passed with with the following council members voting aye:

AYES: Henderson, Marks, Ramirez, Rentfro, Barton

NAYES: 0

V. APPROVAL OF APPROPRIATIONS for June/July

Councilwoman Henderson moved to approve the appropriations as submitted for June/July. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye on the motion:

AYES: Henderson, Ramirez, Marks, Rentfro

NAYES: 0

ABSTAIN: Barton (Invoice in the bill list)

VI. PUBLIC COMMENT

Charley Richardson will be hosting a car show on September 20th. He requested to close off the square and Madison to Olive for the event. Council will take that into consideration farther down on the agenda.

VII. COUNCIL FORUM

None

VIII. OLD BUSINESS

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- A. *Second and Final Reading of Bill No. 2014-3005 making Ordinance No. 2014-3005
An Ordinance amending Title IV "Land Use" Chapter 400 "Zoning Regulations" Article I
"General Provisions" Section 400.130 "R-1" Single Family Residential District" of the
Municipal Code of Ordinances*

Chairman Pro Tem Barton moved to approve the second and final reading of Bill No. 2014-3005; this bill will now be known as Ordinance No. 2014-3005.

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

AYES: Rentfro, Henderson, Barton

NAYES: Ramirez, Marks

- B. *Second and Final Reading of Bill No. 2014-3006 making Ordinance No. 2014-3006
An Ordinance of the City of aurora, Missouri amending Title IV "Land Use" Chapter 400
"Zoning Regulations" Article IV "Special Classes" Section 400.350 "Special Use Permit" of the
Municipal Code of the City of Aurora, Missouri*

Councilwoman Henderson moved to approve the second and final reading of Bill No. 2014-3006; this bill will now be known as Ordinance No. 2014-3006.

Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Rentfro, Henderson

NAYES: Marks, Ramirez

- C. *Second and Final Reading of Bill No. 2014-3007 making Ordinance No. 2014-3007
An Ordinance of the City of Aurora, Missouri vacating Front Street from the West side of
Morgan Avenue to the East side of Harrison Street*

Councilman Ramirez moved to approve the second and final reading of Bill No. 2014-3007; this bill will now be known as Ordinance No. 2014-3007. Motion passed with the following council members voting aye on the motion:

AYES: Ramirez, Barton, Henderson, Rentfro, Marks

NAYES: 0

IX NEW BUSINESS

- A. *Plaque Presentation to Ken Ackley in appreciation for his efforts at Maple Park Cemetery*

Mayor Marks presented Ken Ackley with a rosewood plaque signifying the city's appreciation for his work at Maple Park Cemetery and for his valiant effort to pay tribute to all veterans who have served their county.

- B. *Dennis Lawrence is purchasing the property at 409 E. College and has received a waiver from Lawrence County for the taxes owed against the property. He is asking the City to waive all penalties and interest that have been assessed against the property and in return he will pay all back taxes owed against the property (\$320.15). All fees and interest were assessed against the former owner not Dennis Lawrence.*

Chairman Pro Tem Barton moved to waive all penalties and interest against the property at 409 E. College per Dennis Lawrence's request. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:

AYES: Ramirez, Henderson, Barton, Rentfro, Marks

NAYES: 0

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- C. *Charlie Richardson, Charlie's Upholstery, is hosting a car show on September 20th from 6:00 p.m. to 10:00 p.m. and is asking the city for permission to close off the entire square and Madison down to Olive (leaving the intersections open)*

Earlier in the meeting Charley Richardson requested council to close off the square on September 20th for a car show.

Councilman Ramirez moved to approve Mr. Richardson's request to close off the square and Madison to Olive on the evening of September 20th from 6:00 p.m. to 10:00 p.m. leaving the intersections open at all times. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Ramirez, Rentfro, Barton, marks, Henderson

NAYES: 0

- D. *Resolution No. 2014-1350
A Resolution of the City of Aurora, Missouri authorizing the Mayor to execute an agreement with TechRadium Inc.*

Councilman Ramirez moved to approve Resolution No. 2014-1350. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye on the motion:

AYES: Henderson, Ramirez, Rentfro, Marks, Barton

NAYES: 0

- E. *Approval for Diamonds and Diva's concert to shoot fireworks during the event*

With the previous council decision to not allow fireworks to be shot off except on the fourth of July it was anticipated that all other events would have to have council approval to shoot fireworks. With the anticipated date in September for the Diamonds and Divas Concert City Council will need to approve their request to shoot fireworks.

Councilwoman Henderson moved to allow the Diamonds and Divas Concert to shoot fireworks during the concert. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye on the motion:

AYES: Barton, Marks, Ramirez, Henderson, Rentfro

NAYES: 0

- F. *Discussion/Approval of MoDOT proposal on Business 60 (Church) and Hwy 39 (Elliott)*

MoDOT has been looking for an avenue to expand Business 60 and Highway 39 intersection for years. The owner of the property where the old convenience store is located is willing to donate enough land to expand that intersection. The owner has been on slotted with demands from EPA and DNR to clean up the gas leak that had been leaking for some period of time prior to her ownership of the property. This year she has dug up the old tanks and replaced the dirt around the tanks. She would like to get rid of the property however she is willing to donate enough land to MoDOT to complete their intersection widening project. In return for her donation she is asking to have the convenience store and the house next to it demolished.

MoDOT is asking the city to pay for the demolition of the convenience store and the house located on the other side of the store. MoDOT is willing to bid

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out the project and front the money for the project. In return MoDOT would expect for the city to reimburse them the full cost of the demolition. The anticipated demolition cost is \$50,000 not taking into consideration there is asbestos siding on the house next door. At this time no estimate has been given for the additional cost to remove the asbestos.

City Manager Randall asked council what they would like to do. Councilman Ramirez asked if the project could be pushed off until the next budget year. The City Manager replied that he doubted it could be. MoDOT wanted an answer as soon as possible. He also stated that the city had adequate reserves on hand that could be used to fund the project.

Chairman Pro Tem Barton moved to offer MoDOT \$50,000 to do the entire project. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye on the motion:

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

G. *Resolution No. 2014-1351*

A Resolution of the City of Aurora, Missouri authorizing the Mayor to execute the contract awarding the bid to APAC-Missouri, Inc. on the STP 1102(704) White Park Trail Project

Councilman Ramirez moved to approve Resolution No. 2014-1351 awarding the bid to APAC-Missouri, Inc. on the White Park Trail Project. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

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

H. *Resolution No. 2014-1352*

A Resolution to authorize the Mayor to execute a User Agreement by and between the City of Aurora, the Aurora Park Board and the Lawrence County Youth Soccer Association

Councilman Ramirez stated that the contract needed revising. The Park Board did not make the agreement with LCYSA the city did. City Clerk Needham stated that she did originally have those revisions in the contract however when she had discussed the matter with the park board president she thought it should be the identical contract that was originally given to them previously only with the dates changed so she revised the contract to reflect her thoughts.

Councilwoman Henderson moved to approve Resolution No. 2014-1352 as amended. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

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

I. *First Reading of Bill No. 2014-3009*

An Ordinance of the City of Aurora, Missouri, amending Chapter 220 "Nuisances", Article II "Weeds and Wild Growth", Section 220.090 "Weeds, Other Grasses-Excessive Growth Prohibited" of the Municipal Code

This ordinance was brought forth from the council wanting to reduce the time on the notification process for tall weeds and grass. Discussion had been held on the time frame between notice and actual mowing. Eddie Breeding previously

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brought to council's attention that the grass height was tearing up contractors mowers.

The present ordinance requires a 10 day notification then if no action an additional 14 to 21 days before it could go to court. The new code would do away with the ten day notification and immediately jump to issuing the citation. The individual would then have 14 days to pay the fine before court and if they did, once a year, the citation would be dismissed. This would be to keep abuse from happening. The fine was reset to \$50 to \$500 per incident. The present ordinance does not differentiate between a lot with a house or an un improved lot.

Councilman Ramirez thought there should be some distinction, in the ordinance, on the height of the grass on improved lots and unimproved lots.

Chairman Pro Tem Barton moved to approve the first reading of Bill No. 2014-3009. Councilwoman Henderson seconded the motion. Motion died with the following council votes:

AYES: Barton, Henderson

NAYES: Rentfro, Ramirez, Marks

J. *Second and Final Reading of Bill No. 2014-3009 making Ordinance No. 2014-3009 An Ordinance of the City of Aurora, Missouri, amending Chapter 220 "Nuisances", Article II "Weeds and Wild Growth", Section 220.090 "Weeds, Other Grasses-Excessive Growth Prohibited" of the Municipal Code*

First reading failed so no action taken on this item.

X. **REPORTS**

A. *Board Liaison Reports*

SWMD

Linda attended this meeting on July 8th. Table Rock Lake was awarded a \$5,000 grant for cleanup.

Hospital Board

Linda attended the board meeting on July 10th. Fourteen projects were reviewed and are on hold. The new hospital ranks at number 5 on the list. The new facility may have to be put on hold for a while longer. A hospital survey shows 85% patient satisfaction and the hospital has received a 5 star plaque from its employee satisfaction survey. Gale Pate was elected President and Steve Kahre Vice President.

City Manager Randall reported that Allegeier Martin is going out to bid and will start spending hospital funds after the project starts.

Park Board

Trail construction will be starting soon. There was a \$2,300 profit from the 5K run. Construction on the tennis court in White Park should be completed by July 28th. Complaints have been received on the hours of the pool from people that would like to swim after work. Complaints have also been received from persons that have walked their dogs in Baldwin Park and allowed them to leave residue behind. Bids are being redone on the basketball court in Oak Park after the first

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bid yielded no bids. Bids will be opened on July 28th. It has been reported that the Farmers Market Vendors are parking on park property and leaving ruts. Code stated no one is allowed to drive on park property. Will review this at a later date when consideration will be given to a new location for the Farmers Market.

City Manager Randall did initiate a conversation about locking Baldwin Park after the park board stated it was a concern and they would like to explore that possibility. In checking with Steve Woods it was found that there are other users other than the school that uses that facility. Steve thought it would be better to identify the users and try to work out a solution. The school superintendent wants to meet with the park board president and Grant Baker about the fields. The board would like the school to cost share in fencing the fields and having one main gate for an entrance. At the present time admission is not charged however; this would allow for that to happen. There has been a lot of vandalism at the concession stand and the fencing might stop some of that.

B. City Attorney Report

City Attorney Petrus reported that the Court Clerk had put numbers together that showed an increase in tickets from 2013 (780 total) to 2014 (639 ytd). More volume is going through the courts than last year. He wasn't sure of the old arrangements but he thought is really put the court in a bad spot when the court clerk had to run downstairs to retrieve paperwork that was needed to proceed. Everything comes to a standstill until she can return and proceed. He felt that with the increased work load it was not working for her to have to work from two locations.

City Manager Randall stated a dummy computer had been installed in the upstairs office so that she could use her computer.

C. City Manager Report

City Manager Randall reported on the following items:

- Police Chief Witthuhn is running background checks on 5 officers and will be hiring one soon.
- Police car #230 has been backed into and has a dented bumper.
- Empire District Electric is moving electric pole around tennis court in White Park
- Other street department crews are marking center line on streets being prepped for asphaltting.
- Building permits are up in comparison to 2013. Last year a total of 106 permits were issued and to date 110 have been issued.
- Three of the six homes scheduled for demolition have been completed.

XI. CLOSED SESSION pursuant to 610.021 (1)

Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

Councilwoman Rentfro moved to go into Closed Session pursuant to 610.021 (1) at 8:10 p.m. Chairman Pro Tem Barton seconded the motion. Motion passed by a roll call vote with the following council members voting aye:

AYES: Henderson, Marks, Ramirez, Rentfro, Barton

NAYES: 0

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Councilman Ramirez moved to go into Open Session at 8:30 p.m. Mayor Marks seconded the motion. Motion passed by a roll call vote with the following council members voting aye:

AYES: Marks, Ramirez, Henderson, Rentfro, Barton

NAYES: 0

Open Session

Councilwoman Rentfro reported on her attendance at the last Marionville City Council meeting and the Lawrence County Commission meeting for the 911 tax.

She also reported Dollar General was looking at Verona as a possible new location.

XII. ADJOURNMENT

Councilwoman Henderson moved to adjourn the meeting at 8:40 p.m. Chairman Pro Tem Barton seconded the motion with all members voting aye.

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

Posted July 11, 2014 by Kathie Needham, City Clerk

COMMUNICATION PAGE

Date: July 28, 2014

Presented By: Mayor

Agenda Item: Approval of Appropriations

Agenda No. V

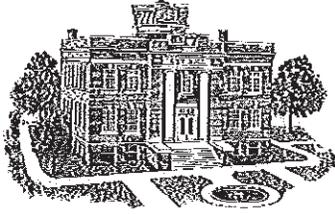
AGENDA ITEM DESCRIPTION

APPROVAL OF APPROPRIATIONS FOR JULY

NOTES:

ACCOUNT BREAKS

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



City of Aurora

**EXPENSES FOR
APPROVAL
JULY 2014**

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

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

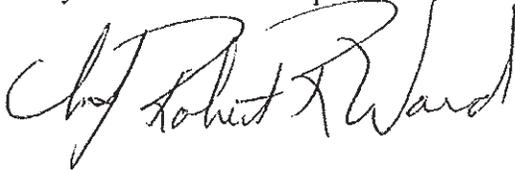
TO: City Manager, City Council
FROM: Fire Chief Robert R. Ward
DATE: 07/15/2014
REF: Emergency Repair of 2335 Rescue Truck

The City of Aurora Fire Department experienced an emergency repair of 2335.
The brakes of the rescue truck would not stop the vehicle at speeds above 25 mph.

This was an emergency repair.
2335 is a frontline rescue truck so timely repair was essential.

Sincerely,

Chief Robert R. Ward
City of Aurora Fire Department



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

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

TO: City Manager, City Council
FROM: Fire Chief Robert R. Ward
DATE: 07/23/2014
REF: Emergency Repair of Breathing Air Compressor System

The City of Aurora Fire Department experienced an emergency repair of our breathing air compressor system.

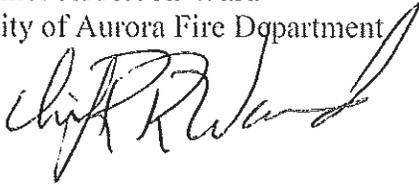
The third stage valve on the system stuck open and we were not able to repair it. Called for prices on repair.

The manufacture of the system was contacted for an authorized repair company. The only authorized Repair Company for our area was Breathing Air Services, Inc., Augusta, KS.

Company was contacted and repairs were completed. Timely repair was essential.

Sincerely,

Chief Robert R. Ward
City of Aurora Fire Department



INVOICE NO	DUE DATE	TYPE			PO NUMBER	PO REFERENCE		
LINE SEQ	REFERENCE		GROSS	DISCOUNT	NET	GL ACCOUNT NUMBER	GL ACCOUNT NAME	DISTID

59 UMB BANK								
071514	07/22/2014	I						
1	1	SRF LOAN PAYMENT	14166.67	.00	14166.67	30-30-8000	PRINCIPAL PAYMENT	30
2	1	SRF LOAN PAYMENT	1857.25	.00	1857.25	30-30-8100	INTEREST ON BONDS	30
		** INVOICE TOTAL**	16023.92	.00	16023.92			

071514A	07/22/2014	I						
1	1	AGENT FEES	8953.49	.00	8953.49	30-30-8200	AGENTS FEE	30
		** E-PAYMENT **		.00	8953.49		EPAY 11222173 DT 7/25/2014	
		** INVOICE TOTAL**	8953.49	.00	8953.49			
		VENDOR TOTAL	24977.41	.00	24977.41			
		GRAND TOTAL	24977.41	.00	24977.41			
		** E-PAYMENTS **		.00	24977.41			

INVOICE TYPE CODES:

I - INVOICE Z - ENCUMBRANCE L - LIQUIDATION LP - PARTIAL LIQUIDATION B - ENCUMBRANCE & LIQUIDATION

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	SQ	CK
OPERATING 1010														
773 ABC GARAGE DOOR SERVICE														
20140709	1 I	7/29/2014	7/02/2014	2" STEEL COATED ROLLER	3.00		3.00		3.00	61				1
						61-22-6606			REPAIR & MAINT-BLDG & GRD					
	2 I			LABOR-BAY 3 STATION 1	152.00		152.00		152.00	61				1
						61-22-6606			REPAIR & MAINT-BLDG & GRD					
				* INVOICE TOTALS	155.00		155.00		155.00					
				** VENDOR TOTALS *	155.00		155.00		155.00					
64 BARRY COUNTY ASSOCIATE COURT														
2512	1 I	7/29/2014	7/22/2014	CASH BONDS	500.00		500.00		500.00	10				1
						10-02-2189			MUNI COURT BONDS					
2522	1 I	7/29/2014	7/24/2014	CASH BOND	500.00		500.00		500.00	10				1
						10-02-2189			MUNI COURT BONDS					
2523	1 I	7/29/2014	7/24/2014	CASH BOND	500.00		500.00		500.00	10				1
						10-02-2189			MUNI COURT BONDS					
				** VENDOR TOTALS *	1500.00		1500.00		1500.00					
235 BATEMAN TRUCKING INC														
488728	1 I	7/29/2014	7/15/2014	12.55 TONS SAND	363.95		363.95		363.95	10				1
						10-41-6445			MATERIALS-ROCK, SAND, SALT					
				** VENDOR TOTALS *	363.95		363.95		363.95					
315 BILLINGS MUNICIPAL COURT														
2515	1 I	7/29/2014	7/22/2014	CASH BOND	382.50		382.50		382.50	10				1
						10-02-2189			MUNI COURT BONDS					
2516	1 I	7/29/2014	7/22/2014	CASH BOND	182.50		182.50		182.50	10				1
						10-02-2189			MUNI COURT BONDS					
2517	1 I	7/29/2014	7/22/2014	CASH BOND	382.50		382.50		382.50	10				1
						10-02-2189			MUNI COURT BONDS					
2518	1 I	7/29/2014	7/22/2014	CASH BOND	80.00		80.00		80.00	10				1
						10-02-2189			MUNI COURT BONDS					
2519	1 I	7/29/2014	7/22/2014	CASH BOND	160.00		160.00		160.00	10				1
						10-02-2189			MUNI COURT BONDS					
2527	1 I	7/29/2014	7/24/2014	CASH BOND	160.00		160.00		160.00	10				1
						10-02-2189			MUNI COURT BONDS					
2528	1 I	7/29/2014	7/24/2014	CASH BOND	80.00		80.00		80.00	10				1
						10-02-2189			MUNI COURT BONDS					
				** VENDOR TOTALS *	1427.50		1427.50		1427.50					
727 BREATHING AIR SYSTEMS														
1630	1 I	7/29/2014	7/12/2014	REPAIR BREATHING AIR	1372.05		1372.05		1372.05	10				1
						10-22-6608			REPAIR & MAINT-EQUIPMENT					
				** VENDOR TOTALS *	1372.05		1372.05		1372.05					
68 CENTURYLINK														
070914	1 I	7/29/2014	7/09/2014	PHONE EXPENSE	72.63		72.63		72.63	10				1
						10-25-6070			COMMUNICATIONS					
	2 I			PHONE EXPENSE	72.63		72.63		72.63	10				1
						10-11-6070			COMMUNICATIONS					
	3 I			PHONE EXPENSE	72.63		72.63		72.63	10				1
						10-12-6070			COMMUNICATIONS					
	4 I			PHONE EXPENSE	72.63		72.63		72.63	10				1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
068696	1 I	7/29/2014	7/22/2014	PRINTING DEPOSIT SLIPS	120.17		120.17		120.17	10			1
						10-25-6700			SUPPLIES - OFFICE				
				** VENDOR TOTALS *	240.34		240.34		240.34				
392 ESTES CARTRIDGE RECYCLING													
2140403	1 I	7/29/2014	7/21/2014	3 TONER CARTRIDGES	139.85		139.85		139.85	10			1
						10-15-6700			SUPPLIES - OFFICE				
				** VENDOR TOTALS *	139.85		139.85		139.85				
106 FAMILY SUPPORT PAYMENT CENTER													
072414	1 I	7/29/2014	7/24/2014	W/H 7/25/14 PAYROLL	137.50		137.50		137.50	3051			1
						30-02-2151			ACCRUED CHILD SUPPORT				
				** VENDOR TOTALS *	137.50		137.50		137.50				
269 EASTENAL COMPANY													
MOMON11135	1 I	7/29/2014	6/23/2014	RESTOCK BOLT BIN	57.63		57.63		57.63	25			1
						25-31-6710			SUPPLIES - OPERATING				
				** VENDOR TOTALS *	57.63		57.63		57.63				
131 FRANKS UNIFORMS INC													
72783	1 I	7/29/2014	7/15/2014	UNIFORM SHIRTS & PANTS	484.60		484.60		484.60	10			1
						10-21-6860			UNIFORMS				
				** VENDOR TOTALS *	484.60		484.60		484.60				
132 GE CAPITAL INFORMATION													
92472799	1 I	7/29/2014	5/26/2014	COPIER LEASE PAYMENT 6/	177.00		177.00		177.00	61			1
						61-21-6423			SYSTEM MAINT CONTRACTS				
				** VENDOR TOTALS *	177.00		177.00		177.00				
98 GREAT RIVER ASSOCIATES INC													
140619	1 I	7/29/2014	6/15/2014	INSTALL GIS MANAGER NEW	175.00		175.00		175.00	10			1
						10-14-6560			PROFESSIONAL SERVICES				
				** VENDOR TOTALS *	175.00		175.00		175.00				
110 HILLHOUSE SERVICES, INC													
1011432	1 I	7/29/2014	7/22/2014	DEMO HOUSE-216 MORGAN	3970.00		3970.00		3970.00	10			1
						10-14-6062			CODE ENFORCEMENT RESERVE EXPN				
	2 I			DEMO HOUSE-132 W COFIEL	5945.00		5945.00		5945.00	10			1
						10-14-6062			CODE ENFORCEMENT RESERVE EXPN				
	3 I			DEMO HOUSE-226 MCNATT	9065.00		9065.00		9065.00	10			1
						10-14-6062			CODE ENFORCEMENT RESERVE EXPN				
	4 I			DEMO HOUSE-307 E COFIEL	6425.00		6425.00		6425.00	10			1
						10-14-6062			CODE ENFORCEMENT RESERVE EXPN				
	5 I			DEMO HOUSE-312 E COFIEL	6845.00		6845.00		6845.00	10			1
						10-14-6062			CODE ENFORCEMENT RESERVE EXPN				
	6 I			DEMO HOUSE-821 S OAK AV	8005.00		8005.00		8005.00	10			1
						10-14-6062			CODE ENFORCEMENT RESERVE EXPN				
				* INVOICE TOTALS	40255.00		40255.00		40255.00				
				** VENDOR TOTALS *	40255.00		40255.00		40255.00				
531 IIMC INTERNATIONAL INSTITUTE													
071814	1 I	7/29/2014	7/18/2014	MEMBERSHIP DUES-K NEEDH	160.00		160.00		160.00	10			1
						10-11-6120			DUES & SUBSCRIPTIONS				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					160.00		160.00		160.00				
754 JR LOCK & KEY LLC													
10422	1 I	7/29/2014	7/02/2014	SERVICE CHARGE-REKEY CY	69.00		69.00		69.00	61			1
								61-21-6620	BLDG EQUIP/SYSTEMS REPAIR				
** VENDOR TOTALS *					69.00		69.00		69.00				
77 LAMAR ADVERTISING CO													
105176436	1 I	7/29/2014	7/07/2014	BILLBOARD I44 & HWY 39	198.00		198.00		198.00	10			1
								10-15-6000	ADVERTISING				
** VENDOR TOTALS *					198.00		198.00		198.00				
79 LAWRENCE COUNTY ASSOC COURT													
2520	1 I	7/29/2014	7/22/2014	CASH BOND	140.00		140.00		140.00	10			1
								10-02-2189	MUNI COURT BONDS				
2526	1 I	7/29/2014	7/24/2014	CASH BOND	245.00		245.00		245.00	10			2
								10-02-2189	MUNI COURT BONDS				
** VENDOR TOTALS *					385.00		385.00		385.00				
140 LAWRENCE'S TROPHY PLACE LLC													
14282	1 I	7/29/2014	7/14/2014	P&Z NAME PLATE	4.50		4.50		4.50	10			1
								10-14-6230	HUMAN RESOURCES EXPENSE				
14283	1 I	7/29/2014	7/14/2014	APRECIATION PLAQUE-KEN	69.95		69.95		69.95	10			1
								10-12-6230	HUMAN RESOURCES EXPENSE				
** VENDOR TOTALS *					74.45		74.45		74.45				
35 LIGHT BULB DEPOT													
41356579	1 I	7/29/2014	6/20/2014	CREDIT	4.86-		4.86-		4.86-	61			1
								61-22-6606	REPAIR & MAINT-BLDG & GRD				
	2 I			30 LIGHT BULBS-CITY HAL	69.00		69.00		69.00	10			1
								10-13-6606	REPAIR & MAINT-BLDG & GRD				
* INVOICE TOTALS					64.14		64.14		64.14				
** VENDOR TOTALS *					64.14		64.14		64.14				
280 MARIONVILLE MUNICIPAL COURT													
2525	1 I	7/29/2014	7/24/2014	CASH BOND	138.00		138.00		138.00	10			1
								10-02-2189	MUNI COURT BONDS				
** VENDOR TOTALS *					138.00		138.00		138.00				
86 MAYSE AUTOMOTIVE GROUP													
346189	1 I	7/29/2014	6/24/2014	BRAKE KIT #2335	27.49		27.49		27.49	10			1
								10-22-6610	REPAIR & MAINT-VEHICLE				
	2 I			LABOR	158.40		158.40		158.40	10			1
								10-22-6610	REPAIR & MAINT-VEHICLE				
	3 I			MISC ENVIRONMENTAL CHAR	7.44		7.44		7.44	10			1
								10-22-6610	REPAIR & MAINT-VEHICLE				
* INVOICE TOTALS					193.33		193.33		193.33				
346459	1 I	7/29/2014	6/26/2014	MASTER CYLINDER	321.36		321.36		321.36	10			1
								10-22-6610	REPAIR & MAINT-VEHICLE				
	2 I			PAD KIT	109.20		109.20		109.20	10			1
								10-22-6610	REPAIR & MAINT-VEHICLE				
	3 I			LABOR	194.00		194.00		194.00	10			1

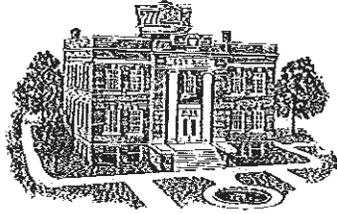
INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
771 MID MISSOURI BANK													
71514	1 I	7/29/2014	7/15/2014	REFUND OVERPAYMENT OF T	11.26		11.26		11.26	10			1
								10-11-4900	MISCELLANEOUS INCOME				
				** VENDOR TOTALS *	11.26		11.26		11.26				
81 MO GAS ENERGY													
072114	1 I	7/29/2014	7/21/2014	GAS BILL	49.79		49.79		49.79	10			1
								10-13-6871	UTILITIES - GAS				
	2 I			GAS BILL	43.18		43.18		43.18	40			1
								40-11-6871	UTILITIES - GAS				
	3 I			GAS BILL	45.17		45.17		45.17	25			1
								25-31-6871	UTILITIES - GAS				
	4 I			GAS BILL	44.51		44.51		44.51	61			1
								61-22-6871	UTILITIES - GAS				
	5 I			GAS BILL	43.18		43.18		43.18	10			1
								10-51-6871	UTILITIES - GAS				
	6 I			GAS BILL	89.42		89.42		89.42	61			1
								61-21-6871	UTILITIES - GAS				
				* INVOICE TOTALS	315.25		315.25		315.25				
				** VENDOR TOTALS *	315.25		315.25		315.25				
678 MOAPCO/PROFESSIONAL TRAINING													
071014	1 I	7/29/2014	7/14/2014	TELECOMMUNICATOR COURSE	99.00		99.00		99.00	10			1
								10-21-6680	SCHOOLS & TRAINING				
				** VENDOR TOTALS *	99.00		99.00		99.00				
355 MSHP CJ TECH FUND													
1000601	1 I	7/29/2014	7/07/2014	3 MO MULES CIRCUIT CHRG	705.00		705.00		705.00	61			1
								61-21-6070	COMMUNICATIONS				
				** VENDOR TOTALS *	705.00		705.00		705.00				
704 RANDEE S. STEMMONS													
071614	1 I	7/29/2014	7/16/2014	MUNICIPAL JUDGE SERVICE	700.00		700.00		700.00	10			1
								10-25-6560	PROFESSIONAL SERVICES-GENERAL				
				** VENDOR TOTALS *	700.00		700.00		700.00				
187 RECORDER OF DEEDS													
2014-2745	1 I	7/29/2014	7/16/2014	RECORDING FEE FRONT ST	24.00		24.00		24.00	10			1
								10-14-6604	RECORDING FEES				
				** VENDOR TOTALS *	24.00		24.00		24.00				
460 RICOH USA INC													
92747461	1 I	7/29/2014	7/04/2014	COPIER MAINT IMAGE CHAR	13.88		13.88		13.88	61			1
								61-22-6560	PROFESSIONAL SERVICES				
				** VENDOR TOTALS *	13.88		13.88		13.88				
483 SOCIETY FOR HUMAN RESOURCE													
071414	1 I	7/29/2014	7/14/2014	ANNUAL MEMBERSHIP	185.00		185.00		185.00	10			1
								10-11-6120	DUES & SUBSCRIPTIONS				
				** VENDOR TOTALS *	185.00		185.00		185.00				
118 SPRINGFIELD AREA CHAMBER													
8391	1 I	7/29/2014	7/07/2014	ANNUAL SREP MEMBERSHIP	500.00		500.00		500.00	10			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
					10-15-6120		DUES & SUBSCRIPTIONS						
** VENDOR TOTALS *					500.00		500.00		500.00				
92 SPRINGFIELD JANITOR SUPPLY INC													
479921	1 I	7/29/2014	6/17/2014	CLEANING SPRAY	97.44		97.44		97.44	10			1
					10-13-6710		SUPPLIES - OPERATING						
480386	1 I	7/29/2014	6/24/2014	TISSUE	43.64		43.64		43.64	10			1
					10-13-6710		SUPPLIES - OPERATING						
	2 I			PAPER TOWELS	40.30		40.30		40.30	10			1
					10-13-6710		SUPPLIES - OPERATING						
* INVOICE TOTALS					83.94		83.94		83.94				
482328 1 I 7/29/2014 7/15/2014													
					61-21-6711		SUPPLIES - CLEANING & JAN						
	2 I			CLEANING SUPPLIES	134.84		134.84		134.84	61			1
					61-21-6711		SUPPLIES - CLEANING & JAN						
* INVOICE TOTALS					186.03		186.03		186.03				
** VENDOR TOTALS *					367.41		367.41		367.41				
298 STAPLES													
9710370449	1 I	7/29/2014	6/30/2014	INK CARTRIDGES	98.48		98.48		98.48	61			1
					61-22-6075		COMPUTER & SOFTWARE						
** VENDOR TOTALS *					98.48		98.48		98.48				
154 STEVE ANDREWS													
71614	1 I	7/29/2014	7/16/2014	2014 REIMBURSEMENT PROG	35.00		35.00		35.00	30			1
					30-30-6275		INSURANCE REIMBURSEMENT						
** VENDOR TOTALS *					35.00		35.00		35.00				
448 STONE COUNTY ASSOCIATE													
2514	1 I	7/29/2014	7/22/2014	CASH BOND	500.00		500.00		500.00	10			1
					10-02-2189		MUNI COURT BONDS						
** VENDOR TOTALS *					500.00		500.00		500.00				
770 THE PLUMBING COMPANY													
061114	1 I	7/29/2014	6/11/2014	WATER LEAK CELL #4 STOO	85.00		85.00		85.00	61			1
					61-21-6620		BLDG EQUIP/SYSTEMS REPAIR						
** VENDOR TOTALS *					85.00		85.00		85.00				
195 TRI AIR TESTING INC													
82078	1 I	7/29/2014	6/23/2014	CGA GRADE E AIR TEST	95.00		95.00		95.00	10			1
					10-22-6608		REPAIR & MAINT-EQUIPMENT						
	2 I			LOANED EQUIP FEE	4.00		4.00		4.00	10			1
					10-22-6608		REPAIR & MAINT-EQUIPMENT						
	3 I			DISCOUNT	19.80-		19.80-		19.80-	10			1
					10-22-6608		REPAIR & MAINT-EQUIPMENT						
	4 I			FREIGHT	40.00		40.00		40.00	10			1
					10-22-6608		REPAIR & MAINT-EQUIPMENT						
* INVOICE TOTALS					119.20		119.20		119.20				
** VENDOR TOTALS *					119.20		119.20		119.20				

151 VERIZON WIRELESS

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ

151 VERIZON WIRELESS													
9728341469	1 I	7/29/2014	7/09/2014	CELL EXPENSE	30.57		30.57		30.57	10			1
	2 I			CELL EXPENSE	51.58	10-14-6070	51.58		51.58	10			1
	3 I			CELL EXPENSE	30.19	10-11-6070	30.19		30.19	30			1
	4 I			CELL EXPENSE	51.79	30-30-6070	51.79		51.79	30			1
	5 I			CELL EXPENSE	49.58	30-30-6070	49.58		49.58	10			1
	6 I			CELL EXPENSE	49.58	10-22-6070	49.58		49.58	25			1
	7 I			CELL EXPENSE	30.19	25-31-6070	30.19		30.19	10			1
	8 I			CELL EXPENSE	30.21	10-41-6070	30.21		30.21	10			1
	9 I			AIR CARD	40.01	10-51-6070	40.01		40.01	10			1
	10 I			AIR CARD	40.01	10-21-6070	40.01		40.01	10			1
	11 I			AIR CARD	40.01	10-21-6070	40.01		40.01	10			1
	12 I			AIR CARD	40.01	10-21-6070	40.01		40.01	10			1
	13 I			CELL EXPENSE	51.79	10-21-6070	51.79		51.79	10			1
	14 I			CELL EXPENSE	30.19	10-21-6070	30.19		30.19	25			1
						25-31-6070							
				* INVOICE TOTALS	565.71		565.71		565.71				
				** VENDOR TOTALS *	565.71		565.71		565.71				
425 WATCHGUARD VIDEO													
000327	1 I	7/29/2014	7/11/2014	IN CAR CAMERAS EXTENDED	485.00		485.00		485.00	10			1
						10-21-6608							
				** VENDOR TOTALS *	485.00		485.00		485.00				
774 WRIGHT COUNTY ASSOCIATE													
.2524	1 I	7/29/2014	7/24/2014	CASH BOND	250.00		250.00		250.00	10			1
						10-02-2189							
				** VENDOR TOTALS *	250.00		250.00		250.00				
				BANK TOTALS	79230.83		79230.83		79230.83				
				TOTAL MANUAL CHECKS					.00				
				TOTAL E-PAYMENTS					.00				
				TOTAL PURCH CARDS					.00				
				TOTAL OPEN PAYMENTS					79230.83				
				GRAND TOTALS	79230.83		79230.83		79230.83				



City of Aurora

**PAID EXPENSES
JULY 2014**

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	SQ	CK
OPERATING 1010														
64 BARRY COUNTY ASSOCIATE COURT														
2508	1 I	7/17/2014	7/15/2014	CASH BOND	500.00		500.00		500.00	10				1
				** VENDOR TOTALS *	500.00		500.00		500.00					
248 DIVISION OF EMPLOYMENT														
063014	1 I	7/17/2014	6/30/2014	UNEMPLOYMENT	2335.08		2335.08		2335.08	10				1
	2 I			UNEMPLOYMENT	60.85		60.85		60.85	61				1
	3 I			UNEMPLOYMENT	959.53		959.53		959.53	10				1
	4 I			UNEMPLOYMENT	117.40		117.40		117.40	10				1
	5 I			UNEMPLOYMENT	393.66		393.66		393.66	10				1
	6 I			UNEMPLOYMENT	423.74		423.74		423.74	10				1
	7 I			UNEMPLOYMENT	285.95		285.95		285.95	10				1
	8 I			UNEMPLOYMENT	32.84		32.84		32.84	10				1
	9 I			UNEMPLOYMENT	809.62		809.62		809.62	10				1
	10 I			UNEMPLOYMENT	370.73		370.73		370.73	30				1
	11 I			UNEMPLOYMENT	64.15		64.15		64.15	10				1
	12 I			UNEMPLOYMENT	880.69		880.69		880.69	25				1
	13 I			UNEMPLOYMENT	250.32		250.32		250.32	10				1
	14 I			UNEMPLOYMENT	164.10		164.10		164.10	10				1
				* INVOICE TOTALS	7148.66		7148.66		7148.66					
				** VENDOR TOTALS *	7148.66		7148.66		7148.66					
280 MARIONVILLE MUNICIPAL COURT														
2510	1 I	7/17/2014	7/15/2014	CASH BOND	150.00		150.00		150.00	10				1
				** VENDOR TOTALS *	150.00		150.00		150.00					
				BANK TOTALS	7798.66		7798.66		7798.66					
				TOTAL MANUAL CHECKS					.00					
				TOTAL E-PAYMENTS					.00					
				TOTAL PURCH CARDS					.00					
				TOTAL OPEN PAYMENTS					7798.66					
				GRAND TOTALS	7798.66		7798.66		7798.66					

COMMUNICATION PAGE

Date: July 28, 2014

Presented By: Mayor

Agenda Item: Public Comment

Agenda No. VI

AGENDA ITEM DESCRIPTION
Public Comment

NOTES:

COMMUNICATION PAGE

Date: July 28, 2014

Presented By: Mayor

Agenda Item: Council Forum

Agenda No. VII

AGENDA ITEM DESCRIPTION
Council Forum

NOTES:

COMMUNICATION PAGE

Date: July 28, 2014

Presented By: Mayor

Agenda Item: Old Business

Agenda No. VIII

AGENDA ITEM DESCRIPTION

Old Business
None

NOTES:

COMMUNICATION PAGE

Date: July 28, 2014

Presented By: Mayor

Agenda Item: First Reading of Bill No. 2014-3010

Agenda No. IX (A) New Business

AGENDA ITEM DESCRIPTION
<p>First Reading of Bill No. 2014-3010 An Ordinance of the City of Aurora, Missouri, to establish a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials</p>

<p>NOTES:</p>

AN ORDINANCE OF THE CITY OF AURORA, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS

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 virtue of the constitution and laws of the State of Missouri; and

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

Section 1: Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and reasonable to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2: Conflicts of Interest.

- a. The elected and appointed officials as well as employees of a political subdivision must comply with Section 105.454 of Missouri Revised Statutes Conflicts of Interest as well as any other State law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a “substantial or private interest” in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 3: Disclosure Reports. Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer and the full general counsel shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision or transactions involving payment for providing utility service to the political subdivisions, and other than transfers for no consideration to the political subdivision.
- c. The City Manager as chief administrative officer and chief purchasing officer and candidates for either of these positions shall also disclose by May 1 for the previous calendar year the following information:
 - 1. The name and address of each of the employers of such person from who income of one thousand dollars or more was received during the year covered by the statement;
 - 2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 - 3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4: Filing of Reports.

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 - 1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
 - 2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
 - 3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

- b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5: Filing of Ordinance. The City Clerk shall send a certified copy of this Ordinance to the Missouri Ethics Commission within 10 days of its adoption.

Section 7: Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI ON THIS 11th DAY OF AUGUST, 2014.

APPROVED

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: July 28, 2014

Presented By: Airport Board

Agenda Item: First Reading of Bill No. 2014-3011

Agenda No. IX (B) New Business

AGENDA ITEM DESCRIPTION

First Reading of Bill No. 2014-3011
An Ordinance to authorize the Mayor to execute a State Block Agreement between the City of Aurora, Missouri and the Missouri Highways and Transportation Commission on Airport Project !3-091B-3

NOTES:

Bill No. 2014-3011

ORDINANCE NO. 2014-3011

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A STATE BLOCK AGREEMENT BETWEEN THE CITY OF AURORA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ON AIRPORT PROJECT 13-091B-3

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Aurora a contract with the Missouri Highways and Transportation Commission in the amount of \$20,951 for demolition in the North Runway Protection Zone and West Building Restriction Line at the Jerry Sumner's Sr. Aurora Municipal Airport.

Section 2. That all ordinance 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.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 11TH DAY OF AUGUST, 2014.

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

AGENDA
JERRY SUMNERS SR.
AURORA MUNICIPAL AIRPORT

REGULAR SESSION MINUTES
CITY HALL COUNCIL CHAMBERS
WEDNESDAY
JULY 23, 2014 5:30 P.M.

I. CALL TO ORDER:

Chairman McRoberts called the meeting to order. Time noted was approximately 5:30 pm

II. ROLL CALL:

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

Others in Attendance: Council Liaison Rosemary Henderson, City Manager Mike Randall and Airport Administrator Donna Elery

III. APPROVAL OF MEETING MINUTES

A. Approval of the Meeting Minutes of July 9, 2014

Board Member Francisco made a motion to approve the minutes as submitted. Board Member Gandy seconded the motion. All Members present voted in favor of the motion.

IV. OLD BUSINESS

None

V. NEW BUSINESS

A. Consideration of Lochner Invoice 8963-7 Final (Land Acquisition Services) and Make Recommendation to City Council

Board Member Lewis made a motion to make a recommendation to City Council to pay Lochner Invoice 8963-7 Final. Board Member Breeding seconded the motion. All Members present voted in favor of the motion

B. Consideration of MoDOT State Block Grant Agreement – Project 13-091B-3 for the Demolition in North Runway Protection Zone and West Building Restriction Line and Make a Recommendation to City Council

Board Member Francisco made a motion to make a recommendation to City Council to approve MoDOT State Block Grant Agreement – Project 13-091B-3. Vice Chairman Barton seconded the motion. All Members present voted in favor of the motion



VI. STAFF REPORTS

Administrator Elery reported that she had received the preliminary contract documents and specification for Project 13-091B-3 – Demolition and Clearing of the Ruble Property. The document had also been submitted to MoDOT for review. She agreed to contact Lochner concerning the \$3,000,000 limitation for commercial general liability insurance.

VII. CORRESPONDENCE

None

VIII. AUDIENCE PARTICIPATION

The Board held a brief discussion about security issues at the airport. This item will be placed on the next agenda for further discussion.

IX. ADJOURNMENT

Board Member Breeding made a motion to adjourn. Board Member Lewis seconded the motion. All Members present voted in favor of the motion. Time noted was approximately 5:55 p.m.

Administrator Donna Elery

Chairman Ike McRoberts

Approved: _____

CCO FORM: AC10
Approved: 03/91 (KR)
Revised: 03/13 (MWH)
Modified:

Sponsor: City of Aurora
Project No.: 13-091B-3
Airport Name: Jerry Sumners Sr.
Aurora Municipal

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE

- 33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
- 34. SPECIAL CONDITIONS

SECTION III – PLANNING

- 35. AIRPORT LAYOUT PLAN
- 36. AIRPORT PROPERTY MAP
- 37. ENVIRONMENTAL IMPACT EVALUATION
- 38. EXHIBIT "A" PROPERTY MAP
- 39. MASTER PLAN/SITE SELECTION
- 40. MASTER PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 41. RUNWAY PROTECTION ZONE
- 42. FEE APPRAISALS
- 43. ACQUISITION OF LAND - FEE SIMPLE TITLE
- 44. ACQUISITION OF AVIGATION EASEMENTS
- 45. LAND/EASEMENT ACQUISITION - FEDERAL REQUIREMENTS

SECTION V - DESIGN

- 46. ENGINEER'S DESIGN REPORT
- 47. GEOMETRIC DESIGN CRITERIA
- 48. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

- 49. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
- 50. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- 51. WAGE LAWS
- 52. COMPETITIVE SELECTION OF CONTRACTOR
- 53. REVIEW OF BIDS AND CONTRACT AWARD
- 54. NOTICE TO PROCEED
- 55. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
- 56. LABOR STANDARDS INTERVIEWS
- 57. AIR AND WATER QUALITY STANDARDS
- 58. FILING NOTICE OF LANDING AREA PROPOSAL
- 59. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
- 60. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
- 61. RESPONSIBILITY FOR PROJECT SAFETY
- 62. RECORD DRAWINGS

SECTION VII - GRANT ACCEPTANCE

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney

Sponsor: City of Aurora
Project No. 13-091B-3
Airport Name Jerry Sumners Sr. Aurora Municipal

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Aurora (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Demolition in North Runway Protection Zone and West Building Restriction Line;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to August 1, 2015. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist

of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Twenty Thousand Nine Hundred Fifty-One dollars (\$20,951) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed One Thousand One Hundred Three dollars (\$1,103).

(A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that are ineligible as defined in the Airport and Airway Improvement Act of 1982 (as amended) and in Title 49, Code of Federal Regulations (hereinafter, "CFR"), Part 18.

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

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before September 15, 2014, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps,

including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor shall return the recovered federal share, including funds recovered by settlement, in order or judgment, to the Commission. It shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

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

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

(A) If the Sponsor expends 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 Office of Management and Budget (hereinafter, "OMB") Circular A-133. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Sponsor expends less than five hundred thousand dollars (\$500,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall incorporate the FAA Standard Airport Lease/Agreement provisions into all leases/agreements for use of airport property other than the public use areas. In addition to these provisions, these leases/agreements must provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

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

(A) Civil Rights Statutes: The Sponsor 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. In addition, if the Sponsor 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 Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor 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 Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 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 Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor 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 Sponsor 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 USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) 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 USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) 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.

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

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter 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.

(22) 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.

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

(24) INDEMNIFICATION:

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

(B) The Sponsor will require any contractor procured by the Sponsor 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 the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) 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.

(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.

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

Sponsor: David Marks
Mayor
City of Aurora
P.O. Box 30
Aurora, MO 65605
(417) 678-5121
(417) 678-5499 FAX

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

(28) 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 representative of the Sponsor and the Commission.

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor

to ensure funding eligibility.

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

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

(32) 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.

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor 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 CFR Part 170.

(34) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Buy America Requirements: Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

(C) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(D) Navigational Aids: Except for instrument landing systems acquired with the AIP (block grant) funds and later donated to and accepted by the FAA, the

Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP (block grant) program during the useful life of the equipment. The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under Federal Aviation Regulation Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment, except for instrument landing systems.

(E) Environmental Due Diligence Audit: The Sponsor shall conduct an Environmental Due Diligence Audit (EDDA) of all NAVAID (electronic navigational equipment) sites that will be established or relocated with federal (block grant) funds. This audit shall include existing equipment currently owned and operated by the FAA Airways Facilities Branch and new equipment for which the Sponsor will be requesting FAA maintenance.

(F) Notice to Bidders - Required Language: The Sponsor shall include the following special provision when advertising for bids: "Notice to all potential bidders on federally funded airport construction projects: As mandated by Executive Order 12818, issued by President George Bush on October 23, 1992, a Job Special Provision will be inserted into and made a part of every contract for federally funded airport construction projects, awarded from this or future notices of lettings."

(G) Airport Job Special Provision - Required Language: The Sponsor shall include the following special provisions in contracts for federally funded airport construction projects. "By entering into this contract, the Contractor agrees to comply with all applicable terms of Executive Order 12818, issued by President George Bush on October 23, 1992, prohibiting certain contractual requirements, and prohibiting discrimination against certain persons or entities on the basis of whether or not labor organization Agreements or affiliations exist. The Contractor further agrees to include within its contracts and subcontracts governing this work, a provision that requires those contractors or subcontractors to comply with Executive Order 12818 (except as may be exempted by the terms of the executive order itself).

The contractor understands, and agrees to inform its own contractors and subcontractors, that failure to comply with Executive Order 12818 will subject them to disciplinary action as appropriate, including, but not limited to, debarment, suspension, termination of the contract for default, or the withholding of payments. The Contractor also understands that the Sponsor has not adopted any policies or contractual provisions which violate Executive Order 12818."

(H) Grant Made on Preliminary Plans and Specifications and/or Estimates: This grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. Within 90 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been

accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(I) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(J) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

"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 the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-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 recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

"MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the

administration of the United States Department of Transportation's DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)."

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(K) DISADVANTAGED BUSINESS ENTERPRISES - PROFESSIONAL SERVICES: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not

be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(35) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38B, entitled "Airport Improvement Program Handbook."

(36) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(37) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(38) EXHIBIT "A" PROPERTY MAP: The Sponsor shall develop (or update) an Exhibit "A" Property Map, which clearly shows by appropriate legal description all airport land owned by the Sponsor, including land and interests in land in the runway approach areas, plus any areas or tracts/parcels of land proposed to be acquired in connection with this project. In addition, the map must indicate by appropriate symbols or other markings the property interest (fee title, avigation easement, etc.) the Sponsor holds in each tract/parcel of airport land and the property interest to be acquired in each tract/parcel of land in connection with this project.

(39) RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any obstruction, residence, structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. Any existing obstructions, structures, facilities or uses, including use of equipment that could interfere with electronic guidance or communication systems for aircraft, within the Runway Protection Zone shall be cleared or discontinued unless approved by the Commission and the FAA. The Sponsor shall also take any and all steps necessary by fee ownership or avigation easement to ensure that the land within the designated Runway Protection Zone will not include anything that violates FAA standards, is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public

assembly, such as churches, schools, office buildings, shopping centers, and stadiums, golf courses or any other uses restricted by FAA standards.

(40) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(41) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(42) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(43) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(44) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(45) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(46) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(47) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(48) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(49) DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will 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.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate

included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsible at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(50) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(51) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

(52) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

(53) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(54) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(55) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(56) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Commission will forward one (1) set of the updated ALP to the FAA central region office.

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF AURORA

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: City of Aurora

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

**APPENDIX
STATE BLOCK GRANT AGREEMENT**

Purpose

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (<http://www.modot.mo.gov/>), the FAA website (<http://www.faa.gov/index.cfm>), the State Block Grant Program Guidance Handbook or other website as indicated.

EXHIBIT 1

Aviation - Grant Programs, Documentation, Guidance

State Block Grant Program (Federal Funds)

- **MoDOT Guidance Handbook**
 - About the Handbook (26 kb, 1 page)
 - Index (57 kb, 3 pages)
 - Section 1 - Grant Application and Project Selection (35 kb, 5 pages)
 - Section 2 - Project Environmental Requirements (27 kb, 3 pages)
 - Section 3 - Airport Planning Projects (29 kb, 4 pages)
 - Section 4 - Land Acquisition (14 kb, 3 pages)
 - Section 5 - Procurement of Engineering Services (35 kb, 4 pages)
 - Section 6 - Project Development (77 kb, 11 pages)
 - Federal-Required Documentation Checklist (Advertising) (38 kb, 1 page)
 - Federal-Required Documentation Checklist (Construction Projects) (38 kb, 1 page)
- **FAA Airport Sponsor Guide**

State Aviation Trust Fund Program (State Funds)

- State Aviation Trust Fund Program Procedures (51 kb, 5 pages)
- State Required Documentation Checklist (44 kb, 1 page)

Sponsor CIP Submittal

- Sponsor's Guide on Submitting CIP (980 kb, 11 pages)
- MoDOT AirportIQ System Manager (ASM) Website

Financial Forms

- Grant Funding Application (424 kb, 22 pages)
- Air Service Development Application
- State Transportation Assistance Revolving (STAR) Loan Application
- Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) (106 kb, 1 page)
- Request for Payment (State 90%) (100 kb, 1 page)

Consultant Procurement

Federally Funded Projects

- Qualifications Based Selection (QBS) Public Owner's Workbook (219 kb, 26 pages)
- Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects, FAA Advisory Circular AC 150/5100-14
- Sample Advertisement Consultant Selection (32 kb, 2 pages)
- Aviation Project Consultant Agreement (256 kb, 43 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (53kb, 1 page)
 - Exhibit V - Engineering Basic and Special Services-Cost Breakdown 67 kb, 1 page)
- Aviation Project Consultant Supplemental Agreement No. 1 (91 kb, 5 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (Construction) (56 kb, 1 page)
 - Exhibit V - Engineering Construction Services-Cost Breakdown (65 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Sponsor Certification for Selection of Consultants (form) (38 kb, 2 pages)

State Funded Projects

- Qualifications Based Selection (QBS) Public Owner's Workbook (219 kb, 26 pages)
- Missouri Revised Statutes Sections 8.285-8.291 (23 kb, 2 pages)

- Sample Advertisement Consultant Selection (32 kb, 2 pages)
- State Aviation Trust Fund Project Consultant Agreement (189 kb, 35 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (53 kb, 1 page)
 - Exhibit V - Engineering Basic and Special Services-Cost Breakdown (67 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Certification of Compliance (form) (33 kb, 1 page)

Airports Resources

- Obstructions Evaluation Submission (electronic 7460-1)
- Notice of Proposed Landing 7480-1 (form)
- FAA Series 150 Advisory Circulars for Airports
- FAA Airport's GIS Website
- Aeronautical GIS Survey Scope of Work
- Request for new or amended Instrument Approach Procedures
- Airport Layout Plan (ALP) and Narrative Checklist (277 kb, 10 pages)
- VGSI Data Form and Request for Flight Inspection (55 kb, 1 page)

Land Acquisition

- Land Acquisition Guidance
- MoDOT Approved Appraiser List
- Sponsor Certification for Certificate of Title (form) (85 kb, 12 pages)
- Sponsor Certification of Environmental Site Assessment (form) (43 kb, 2 pages)
- Sponsor Certification for Real Property Acquisition (form) (48 kb, 3 pages)
- Exhibit A Property Map Guidance

Environmental

- Environmental Guidance
- Sample Letter for Environmental Clearance (21 kb, 1 page)
- Categorical Exclusion Checklist (355 kb, 8 pages)

Compliance

- Compliance Guidance
- Standard DOT Title VI Assurances (43 kb, 4 pages)
- Sponsor Certification for Drug-Free Workplace (42 kb, 2 pages)
- Sponsor Questionnaire-Airport Compliance Status (130 kb, 16 pages)
- FAA/MoDOT Lease Requirements, Recommendations, and Guidance (95 kb, 5 pages)

Utility Adjustments

- Utility Agreement (71 kb, 36 pages)

Engineering, Design, and Construction

- Sponsor Certifications For Federally Funded Projects
 - Sponsor Certification for Projects Plans and Specifications (46 kb, 2 pages)
 - Sponsor Certification for Equipment/Construction Contracts (46 kb, 3 pages)
 - Sponsor Certification for Construction Project Final Acceptance (46 kb, 3 pages)
 - Sponsor Certification for Equipment Final Acceptance (38 kb, 2 pages)

- **Construction Project Items**

- Federal Projects*

- Weekly DBE Compliance Review Report (38 kb, 2 pages)

- Federal & State Projects*

- Sample Letter of Recommendation to Award for Construction Contracts (22 kb, 1 page)
 - Weekly Construction Progress and Inspection Report (35 kb, 1 page)
 - Weekly Wage Rate Interview Report (32 kb, 1 page)
 - Change Order and Supplemental Agreement Instructions (68 kb, 3 pages)
 - Change Order and Supplemental Agreement Form (Auto) (28 kb, 1 page)

- **Project Closeout Items**

- Federal Projects*

- Sample Certification Letter from Prime Contractor Regarding DBE's (24 kb, 1 page)

- Federal & State Projects*

- Final Testing Report (Checklist) (70 kb, 3 pages)
 - Electrical Systems Testing Report (36 kb, 1 page)
 - Precision Approach Path Indicator (PAPI) Inspection Report (47 kb, 1 page)
 - Contractor's Certification Regarding Settlement of Claims (37 kb, 12 pages)

- **MoDOT Construction Specifications**

- Federal Projects*

- Federal-Preparation of Project Plans and Specifications (788 kb, 115 pages)
 - Federal-Construction Observation Program (293kb, 22 pages)
 - Federal-Preparation of Equipment Specifications (240 kb, 42 pages)
 - MO-401F Plant Mix Bituminous Pavements (99 kb, 16 pages)

- State Projects*

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
 - State-Construction Observation Program (266 kb, 18 pages)
 - MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)

- Federal & State Projects*

- Construction Observation Program (Non-Paving) (91 kb, 10 pages)
 - Construction Observation Program-Required Tests and Certifications (75 kb, 17 pages)
 - Construction Plans Checklist (135 kb, 5 pages)
 - Safety Plan Checklist (37 kb, 1 page)
 - MO-100 Mobilization (28 kb, 1 page)
 - MO-152 Excavation and Embankment (71 kb, 11 pages)
 - MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
 - MO-156 Erosion and Sediment Control (50 kb, 6 pages)
 - MO-161 Woven Wire Fence with Steel Posts (37kb, 3 pages)
 - MO-162 Chain-Link Fences (39 kb, 3 pages)
 - MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
 - MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
 - MO-501 Portland Cement Concrete Pavements (157 kb, 29 pages)
 - MO-601 Surface Preparation (38 kb, 4 pages)
 - MO-602 Bituminous Prime Coat (29 kb, 2 pages)
 - MO-603 Bituminous Tack Coat (29 kb, 2 pages)
 - MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
 - MO-620 Runway and Taxiway Painting (43 kb, 4 pages)
 - MO-622 Crack and Joint Sealing-Bituminous Pavement (31 kb, 3 pages)
 - MO-623 Pavement Friction Sealcoat Surface Treatment (48 kb, 5 pages)
 - MO-701 Pipe for Storm Drains and Culverts (38 kb, 4 pages)
 - MO-706 Prefabricated Underdrains (54 kb, 5 pages)

- MO-901 Seeding (71 kb, 7 pages)
- MO-905 Topsoiling (25 kb, 2 pages)
- MO-908 Mulching (27 kb, 2 pages)

- **MoDOT Electrical Specifications (Federal & State Projects)**
 - MO-101 Airport Rotating Beacons (39 kb, 5 pages)
 - MO-103 Airport Beacon Towers (36 kb, 4 pages)
 - MO-107 Airport 8-Foot and 12-Foot Wind Cones (36 kb, 4 pages)
 - MO-108 Underground Power Cable for Airports (402 kb, 12 pages)
 - MO-109 Airport Prefabricated Housing and Equipment (373 kb, 7 pages)
 - MO-110 Airport Underground Electrical Duct Banks and Conduits (56 kb, 8 pages)
 - MO-120 Airport Precision Approach Path Indicator (PAPI) System (41 kb, 5 pages)
 - MO-125 Airport Lighting Systems and Guidance Signs (51 kb, 5 pages)

Airports Central Region – AIP Guide Index

This guide has been prepared to assist Central Region airport sponsors and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. This guidance is intended to provide a convenient resource for identifying the requirements associated with the AIP and as established within relevant Federal regulations and statutes. Users are advised that this guidance is not intended to establish nor create requirements for participation in the AIP. Requirements for AIP participation are established within United States Code, Public Law, Federal Regulations and official FAA policy. Web site address http://www.faa.gov/airports/central/aip/sponsor_guide/

- 100 - Airport Improvement Program (AIP)**
- 110 - Checklist for Typical AIP Development Project
- 120 - Sponsor Eligibility
- 130 - Project Eligibility
- 140 - AIP Obligations
- 150 - FAA Standards
- 160 - Non-Primary Entitlement Funds

- 200 - Civil Rights**
- 210 - DBE Overview
- 220 - DBE Program Submittal
- 230 - DBE Goals
 - 231 – Program Goals (3 Year)
 - 232 – Contract DBE Goals
- 240 - Good Faith Efforts
- 250 – DBE Contract Provisions
- 260 – DBE Reporting Requirements
- 260 – Identifying DBE Fraud

- 300 - Procurement of Professional Services**
- 310 - Roles and Responsibilities
- 320 - Selection Guide
- 330 - Contract Establishment
- 340 – Acquiring a Surveyor for AGIS

- 400 - Procurement**
- 410 - Small Purchase Procedures
- 420 - Protest Procedures
- 430 – Buy America Requirements

- 500 - Airport Planning**
- 510 - National Plan of Integrated Airport Systems (NPIAS)
- 520 - Airport Layout Plans
- 530 - Environmental Review
 - 531 - Categorical Exclusions
- 540 - Airport Site Investigations
 - 541 - Evaluation Factors for Airport Site Investigations

- 550 - Runway Protection Zones

- 560 - Airport Property Interests
 - 561 - Avigation Easements
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 - 563 – Release of Airport Property
- 570 - Apron Design
- 580 - Planning Resources

- 600 - Project Formulation**
- 610 - Requesting Aid: ACIP
- 620 - Benefit/Cost Analysis
- 630 – FAA Reimbursable Agreements

- 700 - Grant Implementation**
- 710 - Project Application
- 720 - Sponsor Assurances
- 730 - Drug Free Workplace Requirements
- 740 - Title VI Assurance
- 750 - Executing the Grant Offer

- 800 - Sponsor Certification**

- 900 - Project Design Development Projects**
- 910 - Predesign Conference
- 920 - Engineer's Report
- 930 - Plans and Specifications
 - 931 - Project Drawings
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- 940 - Regional Approved Modifications to AC 150/5370-10
- 950 - Sponsor Modifications of FAA Standards
 - 951 – Use of State Standards
- 960 – Operational Safety on Airport During Construction

- 1000 - Construction Phase**
- 1010 - Bidding
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- 1030 - Construction Management Program
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- 1050 - Notice-to-Proceed
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 - 1074 – Final Acceptance
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 - 1082 - Supplementary Agreements
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- 1100 - Runway Commissioning**
- 1110 – Instrument Approach Procedure (IAP) Data
- 1120 – Visual Runways
- 1130 – Airport Master Record (5010) Updates
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- 1150 – Updating Airport Diagrams
- 1200 - Equipment Project**
- 1210 - Federal Provisions
- 1220 - Sample Bid Documents
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- 1310 - Environmental Site Assessment
- 1311 - Frequently Asked Questions
- 1320 - Satisfactory Evidence of Good Title
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- 1510 - Drawdown Submittal Information
- 1520 - Payment History
- 1530 - Frequently Ask Questions
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- 1600 - Grant Closeout**
- 1610 - Development Project Closeout
- 1620 - Equipment Project Closeout
- 1630 - Grant Amendment
- 1640 - Planning Grant Closeout
- 1700 - Post Grant Obligations**
- 1710 - Record Keeping
- 1720 - Audit Requirements
- 1730 - Financial Reports
- 1740 - Compliance
- 1750 - Pavement Maintenance
- 1760 - Release of Airport Property

For further information, please contact:

FAA ACE-60901 Locust
 Kansas City, Mo 64106-2325
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FAA
Airports

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 this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

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

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

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

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 - Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New
Building Construction¹
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 (nonprocurement) 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 this grant agreement.

2. Responsibility and Authority of the Sponsor.

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

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
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 this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam

era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

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 this grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
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; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- 23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
 - a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.
- 24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
- 25. **Airport Revenues.**
 - a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the

airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports

available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

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

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

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

from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
 33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
 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 May 22, 2012 (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
 35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
 36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to

have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract 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:
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
AND PFC APPROVED PROJECTS**

Updated April 16, 2013

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Change 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities

150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150-5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar System
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-13 A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals

150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for Control to Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L-841 Auxillary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVSI)

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884 Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12E	Airport Signing & Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-6D Changes 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150-5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Off-peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases
FAA	910 - Predesign Conference
FAA	920 – Engineer's Report (& Pavement Design)
FAA	940 – Regional Approved Modifications to AC 150/5370-10
FAA	950 – Sponsor Modifications to FAA Standards
FAA	960 – Operational Safety on Airport During Construction
FAA	1040 – Preconstruction Conference

FAA	1060 - Labor Provisions
FAA	1100 – Runway Commissioning
FAA	1310 – Environmental Site Assessment
FAA	1750 - Pavement Maintenance
FAA	Engineering Briefs
MoDOT	MoDOT DBE Program

The MoDOT DBE Program is available on the MoDOT website at the following address:
http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm.

COMMUNICATION PAGE

Date: July 28, 2014

Presented By: City Manager

Agenda Item: Resolution No. 2014-1352

Agenda No. IX (C) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2014-1352

A Resolution of the City of Aurora, Missouri awarding the bid for a Leaf Collector and Box and authorizing the Mayor to execute the contract on behalf of the City of Aurora, Missouri

NOTES:

RESOLUTION 2014-1352

A RESOLUTION OF THE CITY OF AURORA, MISSOURI AWARDING THE BID FOR A LEAF COLLECTOR AND BOX

WHEREAS, bids were solicited for a LCT600 Leaf Collector and a LCB 500 Leaf Box; and

WHEREAS, bids were solicited from several vendors including minority and women owned businesses with bids being due in the City Clerk's Office on July 23rd, 2014 at 10:00 a.m.; and

WHEREAS, bids were solicited through the Aurora Advertiser and the Lawrence County Record; and

WHEREAS, one (1) bid was received by the specified time from O.D.B. Company; and

WHEREAS, after reviewing the bids, staff recommends awarding the bid to O.D.B. Company for a total purchase price of \$28,247.00; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI AS FOLLOWS: the Mayor is hereby authorized on behalf of the City of Aurora, Missouri to execute a contract with O.D.B. Company for the purchase of a LCT 600 Leaf Collector and a LCB500 Leaf Box for a purchase price of \$28,247.00.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 28th DAY OF JULY, 2014.

APPROVED:

David L. Marks, Mayor

ATTEST:

Betty Baum, Deputy City Clerk

PRICING PAGE

The bidder must provide pricing information as specified below to provide the service/product as specified in accordance with the terms and conditions of this Request for Bid. If bidding a different model/brand please submit a specification sheet for that item.

Bid Price for Leaf Collector: \$ 24,147.00

Bid Price for Leaf Box Container: \$ 4,100.00

Total Bid for both pieces of equipment: \$ 28,247.00

DELIVERY: F. O. B. DESTINATION

The above pricing information is hereby provided in accordance with the terms and conditions of this Request for Bid.

SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the correct legal name and address of (1) the individual bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the bidder and bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a (check one):

Individual Partnership Joint Venture

Corporation, incorporated under laws of the State of Missouri
Virginia


Signed

Gen. Mgr. 7-18-2014
Title Date

CONTACT PERSON FOR BID:

Printed Name: David R. Dearth
Email: davidd@odbkc.com Phone: 800-821-7301
Address: 1525 N Commerce Ave. Kansas City, MO. 64120

FROM: City of Aurora
City Clerk's Office
2 W Pleasant
P.O. Box30
Aurora, MO 65605

Date:
Date and Time Returnable:
July 7, 2014, 10:00 a.m.
Buyer: Mike Randall
Facsimile: (417) 678-6599
Telephone: (417) 678-5121

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY CLERK'S OFFICE PRIOR TO 10:00 A.M. on Wednesday July 23th, 2014. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the Bid name clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- FAXED BIDS WILL NOT BE ACCEPTED.
- For questions contact City Manager, Mike Randall at 417-678-5121

You are invited to submit your bid to furnish the materials and/or services described herein.

Please submit your prices/fees net of all discounts.

LEAF COLLECTOR & LEAF BOX CONTAINER BID

The City of Aurora, Missouri is an Equal Opportunity Employer and invites the submission of proposals from Women and Minority Business Enterprises.

The articles to be furnished hereunder shall be delivered with all transportation charges paid by the bidder to destination.

It is the intent of the City that this Request for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in the Request for Bid to a single source. Such notification must be submitted in writing and must be received by the City not later than three (3) days prior to the bid opening date.

CITY OF AURORA INSTRUCTION TO BIDDERS

- 01. Opening Location.** Bids will be opened at the City of Aurora, City Clerk's Office, 2 W Pleasant, Aurora, Mo. 65605 in the presence of purchasing department official at the due date and time indicated on the RFB. All bidders or their representatives are invited to attend the opening of the RFB.
- 02. RFB Delivery Requirements.** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the City Clerk's Office for receipt on or before the due date and time indicated. If a Bid is sent by U.S. mail, the bidder shall be responsible for its timely delivery to the City Clerk's Office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids sent by email or fax will not be accepted.
- 03. Sealed and Marked.** If sent by mail or delivered, all bids must be delivered to: City of Aurora, City Clerk's Office, 2 W Pleasant, P.O. Box 30, Aurora, MO. 65605. Bids must be sealed and clearly marked on the outside of the envelope with the name of the Request for Bid.
- 04. Legal Name and Signature.** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Pricing Page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.
- 05. Corrections.** No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.
- 06. Clarification and Addenda.** Each bidder shall examine all Request for Bid documents and shall judge all matters relating to the adequacy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Bid shall be made through the City Clerk's Office in writing or through email. The City Clerk's Office shall not be responsible for oral interpretations given by City employee, representatives, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. IT shall be the responsibility of each bidder, prior to submitting their Bid, to contact the City Clerk's Office at phone number 417-678-5121 Ext. 23, to determine if addenda were issued and to make such addenda a part of their Bid.
- 07. RFB Expenses.** All expenses for making Bids to the City are to be borne by the Bidder.
- 08. Irrevocable Offer.** Any Bid may be withdrawn in writing up until the due date and time set for opening of the RFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods and services set forth in the RFB, until one or more of the Bids have been duly accepted by the City.
- 09. Responsive and Responsible Bidder.** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Request for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the

contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest and best responsible bidder shall mean the bidder who make the lowest Bid to sell goods and services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights. The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit. The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period one (1) year after final payment.

12. Applicable Law. All applicable laws and regulations of the State of Missouri and the City will apply to any resulting agreement, contract, or purchase order.

13. Right to Protest. Protestors shall seek resolution of their complaints initially with the City Manager. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Collusion. By offering a submission to the Request for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to the RFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFB:

a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or costs data, with any other bidder or with any competitor.

b. Any prices and/or cost for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

d. The only person or person interested in the Bid, principal or principals are named therein and that no person other than therein mention has any interest in this Bid or in the contract to be entered into.

e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or

contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

15. Contract Forms. *Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.*

16. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The Maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to the Contractor.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorney's fees and cost in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

17. RFB Forms, Variances, Alternates. *Bids must be submitted on attached City RFB forms, although additional information maybe attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City.*

18. Bid Form. *All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.*

19. Modifications or Withdrawal of Bid. *A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.*

20. Error in Bids. *Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitted Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors wither of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.*

21. Prices Bid. Give unit price, extended total or both if applicable. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

22. Discounts. Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction the Bid price and not shown separately. The price shown on the Bid shall be the price used in determining the award(s).

23. Descriptive Information. All equipment, materials, and articles incorporated in the product/work covered by the RFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

24. Deviations to Specifications and Requirements. When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

25. Samples (if required). For certain types of procurements, samples may be required. If samples are required it will be stated in the RFB. The following conditions and requirements apply to all samples submitted.

a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost delivery and removal of samples shall be borne by the bidder.

d. All samples packages shall be marked "Sample for City Clerk" and each sample shall bear the name of the bidder, item number, Bid name, and shall be carefully tagged or

marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated must be considered sufficient reason for rejection of Bid.

e. Do not send samples unless requested to do so unless indicated on the RFB.

26. Quality Guaranty. *If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pickup the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.*

27. Quality Terms. *The City reserves the right to reject any or all materials if, in its judgment the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.*

28. Tax Exempt. *The City is exempt from sales taxes and Federal Excise Taxes.*

29. Awards.

a. Unless otherwise stated in the Request for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or non, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Bid (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

30. Authorized Product Representation. *The successful bidder(s) by virtue of submitting the name and specification of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

31. Regulations. *It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal and State of Missouri, and City rules, regulations, or other requirements, as each may apply.*

32. Termination of Award. *Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any bid may be rejected in whole or In part for good cause when in the best interest of the City.*

33. Royalties and Patents. *The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.*

34. Equal Employment Opportunity Clause. *The City of Aurora, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all*

bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

35. Bid Tabulation. *Bidders may request a copy of the bid tabulation of the Request for Bid through the City Clerk's Office.*

36. Budgetary Constraints. *The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.*

37. Additional Purchase by Other Public Agencies. *The bidder submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Request for Bid unless otherwise noted on the Affidavit of Compliance Form.*

38. Order of Precedence. *Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*

39. Affidavit for Service Contracts. *The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the RFB and agrees to provide an affidavit to the City of Aurora affirming that they have not, and will not in connection with the RFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.*

40. Inspection and Acceptance. *No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective of which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.*

General Terms and Conditions

1. **Scope of Work.** The City agrees to engage the work of the Seller and the Seller agrees to provide the commodities hereinafter set forth in the scope of work.
2. **Quantities.** The City of Aurora assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.
3. **Delivery.** Time is of the essence of each order. If deliveries are not made within the time indicated in the bid documents, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any re-procurement costs.
4. **Shipment. Deliveries shall be FOB: Destination** unless otherwise specified by the City.
5. **Invoices.** An original of the invoice shall be submitted and shall show the purchase order number and contain a full descriptive information of item or services furnished.
6. **Inspection and Acceptance.** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at a later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **Warranty.** Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description on which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived with by reason of the City's acceptance of said material or goods or by payment for them.
8. **Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent be reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
9. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver of trustee or an assignee for the benefit of creditors, of the property or Seller, or in the event of breach of any of the terms hereof

including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

10. **Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.
11. **Interpretation of Contracts and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any right, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
12. **Termination of Contract.** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the City Manager may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.
13. **Non-Discrimination Employment.** The contractor agrees not to be discriminate against any client. Employee or applicant for employment or for services, because of race, color, religion, national origin, sex, military status, age, disability or any other characteristic protected by law with regard to, but not limited to, the following: employment upgrading; demotion or transfer, recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection of training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.
14. **Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
15. **Tax-Exempt.** The City of Aurora is exempt from Sales Tax and Federal Excise Tax.
16. **Conflicts.** Any bidder or signer of this contract shall disclose any financial relationship (direct or indirect) to any salaried officer, employee of the City or member of the City Council in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire

any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under the contract. The Service Provider further covenants that in the performance of the contract no person having such interest shall be employed.

17. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Lawrence, County, Missouri.
18. **Missouri Immigration Law Affidavit.** The bidder is informed pursuant to Section 285.530, of the Missouri Revised Statutes as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00) the successful bidder shall be sworn affidavit and provision of documentation, affirm the business entity is enrolled and participating in a federal work authorization program with respect to its employees who work in connection with the contracted services. TO that end, the bidder will furnish a signed affidavit (attached) affirming that is does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
19. The City of Aurora, Missouri is an Equal Opportunity Employer and invites the submission of proposals from Women and Minority Business Enterprises.
20. All qualified bids will receive equal consideration without regard to race, color, national origin, or any other legally protected class.
21. **Contact Information.**
City of Aurora
Attn: City Clerk's Office
2 W Pleasant
P.O. Box 30
Aurora, Missouri 65605
417-678-5121 Ext. 23
Fax: 417-678-6599 Attn: City Clerk's Office

PLEASE NOTE THAT ONCE THE BID IS AWARDED, A CONTRACT (IN TRIPLICATE) WILL BE MAILED TO THE VENDOR FOR SIGNATURE. VENDOR WILL RETURN TWO COPIES OF THE CONTRACT TO THE CITY CLERK'S OFFICE ALONG WITH A CURRENT COPY OF THEIR LIABILITY INSURANCE CERTIFICATE NAMING THE CITY OF AURORA AS AN ADDITIONAL INSURED IF APPLICABLE.

STATE OF MISSOURI)
) ss
COUNTY OF LAWRENCE)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

An person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employee, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U. S. C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____

_____ who being duly sworn, states on his oath or

affirmation as follows:

1. My name is _____ and I am currently the President of _____ (hereinafter "Contractor", whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally

acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program and does not knowingly employ any person who is an unauthorized alien in connection with contracted services set forth.
4. Attached here is documentation affirming Contractor's enrollment and participation in a federal work authorization program.

Further, Affiant saith not.

(printed name), Affiant

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
State of Missouri

My Commission expires:

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding.

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division

BID SPECIFICATION

JOB TITLE: Leaf Collector Bid

QUANTITY: 1

The City of Aurora is seeking sealed bids for a LCT 600 Belt Driven Leaf Collector or an approved equal.

Specifications

Engine	John Deere 4045T water cooled TURBO diesel engine: 74 HP: 276 CID; with wet sleeve liners
Air Cleaner	Donaldson 8.0" diameter dry element air cleaner with pre-cleaner.
Radiator	Pressurized, heavy duty
Radiator Screen	Constructed of ½" expanded flattened steel with steel mesh. Screen is bottom hinged to allow for cleaning without powering down the engine
Engine Controls	Mounted in clear view and reachable with ease inside a hinged instrument panel. All gauges and engine wiring are connected to a state-of-the-art circuit board for easier and more reliable connections. Gauges include: Tachometer, hour meter, volt meter, fuel gauge and oil pressure gauge. All monitoring gauges have backlighting. Automatic safety shutdown for high temperature or low oil pressure with LED indicator lights.
Engine Closure	Engine is covered by a custom sheet metal enclosure constructed of 16-gauge steel. The enclosure has front and rear access doors, which are louvered for proper air circulation. Two doors are provided on top of the enclosure for convenient access to the radiator cap and oil fill cap.
PTO	Heavy duty 13" automotive style PTO and clutch with safety engagement system
Drive Type	4-groove power band
Trailer Construction	One-piece construction, ¼" formed steel plate
Axles	6,000 pound, 2.5 inch Torflex axle with electric brakes
Tires	ST225-75 R 15 radials mounted on white spoke steel rims
Tow Tongue	Telescoping tongue, adjustable from 48" to 84". Constructed of 4" x 5" x ¼" thick steel tubing
Parking Jack	Heavy duty 2,000 pound capacity top wind jack with steel wheel
Trailer Lighting	LED type stop/turn signals as well as clearance lights; rear of unity has an oval LED amber strobe light
Fenders	Steel wrap around style that are bolted to the trailer frame
Impeller	32" diameter with 6 gusseted blades constructed of 3/8" thick abrasive resistant T-1 steel with a Brinell hardness exceeding 400. Each blade is gusseted on the back side and welded to a ¼" thick backing plate. Impeller blades are flat with serrated tips for increased wear. Impeller is secured to the shaft via a taper locking busing. The impeller is completely stress relieved via Bonal stress relief technology to eliminate weld cracking and weld distortion for the highest structural integrity possible. This make for the strongest and longest lasting impeller on the

	market.
Impeller Shaft	2.25" diameter. Impeller, shaft and bearings are removable in a one piece assembly by removing only eight bolts
Blower Housing	40 degree style for minimal resistance. Outer housing is constructed of 10 gauge welded steel. Front and back plates are 7-gauge steel/ Inspection/clean out door is located on face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened
Liners	Slip-in style which requires no bolts. Made of ¼" abrasive resistant steel.
Suction Inlet	Locate on the curb side of unit
Intake Hose	16" diameter x 120" long. Heavy duty wire reinforced 3/8" thick flexible runner hose. Curb nozzle attachment is available as an option
Hose Boom	Boom is constructed of welded 2.375" x 3" x 72" long rectangular tubing and swivels on two 1.5" diameter bearings. The boom is hydraulically controlled with an electric operate hydraulic pump. Hydraulic cylinder is 1.5" diameter, 12" minimum stroke.
Boom Controls	Push button style switch located on the intake nozzle
Exhaust Duct	Attaches to the gradual 40 degree bolt-on-duct. Constructed of 12 gauge steel and centered directly over the tongue for a balanced unit
Exhaust Hose	16" diameter x 48" long heavy-duty wire reinforced 3/8" thick flexible rubber hose is connected to the exhaust duct
Fuel Tank	44 gallon capacity fuel tank manufactured of 1/4" thick roto-molded polyethylene, located under the trailer bed. Electric fuel gauge located in the instrument panel
Paint	All metal parts are thoroughly cleaned, primed, painted and dried before assembly. Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint. The parts are then assembled on the unit so that bolts, nuts, cables and grease fitting are not painted.

Leaf Box Container Specifications – LCB500

½" Expanded Steel Mesh Top	The top is two-thirds vented with a ½" expanded flattened steel. The screen is supported with 3/16" x 1-1/2" angle frame
Easily Mounts on any flat bed or dump body	There are 4 convenient handles welded to the side of the box and 4 lifting eyes at the tops for easy mounting
Heavy Duty 12-gauge steel construction	The LCB500 is built with one-piece construction. It is manufactured with 12-gauge steel panels and supported with 3/16" x 1-1/2" angle frames.
Angle Frame Reinforced	The sides are reinforced with 3/16" x 1-1/2" thick angle frames while the door is reinforced with 3/16" x 2 x 2" thick angle frames for a sturdy, solid box container
Standard Dimensions	78"W x 72" T x 8' Long

Invoicing: The City agrees to pay the Contractor in accordance with the rates set forth on the pricing page. Payments will be made by the city based upon an itemized statement of product delivered.

Subcontracting: The contractor must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. This shall include assuming responsibilities and liabilities for all material, and services provided. The contractor must submit a list of subcontractors to the City Clerk's Office for approval before beginning of this contract. None of the work or services covered by this contract shall be subcontracted without the prior approval of the City.

COMMUNICATION PAGE

Date: July 28, 2014

Presented By: City Manager

Agenda Item: Resolution No. 2014-1353

Agenda No. IX (D) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2014-1353

A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to enter into an agreement for engineering services with Allgeier, Martin & Associates, Inc. under the Small Community Grant Program.

NOTES:

RESOLUTION 2014-1353

A RESOLUTION OF THE CITY OF AURORA, MISSOURI AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES WITH ALLGEIER, MARTIN & ASSOCIATES, INC. UNDER THE SMALL COMMUNITY GRANT PROGRAM

WHEREAS, request for qualifications for professional civil engineering services from qualified firms for a Small Community Engineering Assistance Grant were solicited through the Aurora Advertiser being due in the City Clerk's Office on June 5th, 2014 at 9:00 a.m.

WHEREAS, the agreement between the City of Aurora and Allgeier, Martin & Associates Inc. is to prepare a report to evaluate the sewer system's capacity, plan for reduction of inflow and infiltration (I/I) in the collection system, and evaluate the ability of the treatment facility's ability to meet future ammonia and nutrient limits. Allgeier, Martin & Associates, Inc. shall provide professional engineering services for the City of Aurora, Missouri professional engineering representative for the Project as outlined and shall give professional engineering consultation and advice to City of Aurora during the performance of services.

WHEREAS, after reviewing the request for qualifications, staff recommends entering into an agreement with Allgeier, Martin & Associates, Inc. for engineering services under the Small Community Grant Program.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI AS FOLLOWS: the Mayor is hereby authorized and directed to enter into an agreement for engineering services with Allgeier, Martin & Associates, Inc. under the Small Community Grant Program.

PASSED AND APPROVED BY CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 28TH DAY OF JULY, 2014.

APPROVED:

David L. Marks, Mayor

ATTEST:

Betty Baum, Deputy City Clerk

ALLGEIER, MARTIN and ASSOCIATES, INC.

CONSULTING ENGINEERS • SURVEYORS

www.amce.com

July 22, 2014

Mr. Mike Randall
City Manager
City of Aurora
2 W. Pleasant
Aurora, MO, 65605

Re: Wastewater Engineering Report
Agreement
City of Aurora, MO

Dear Mike:

Enclosed for your review are three copies of the agreement for engineering services to prepare an engineering study under the Small Community Assistance Grant Program. If acceptable, please sign, date, and return one copy of the agreement. A copy should also be sent to Mr. Jeremy Payne, MDNR, and the third copy is for the City's records.

Thank you for the opportunity to present this proposal to you. If you should have any questions or comments, please contact me.

Very truly yours,

ALLGEIER, MARTIN & ASSOCIATES, INC.



J. Eric DeGruson, P.E.

AGREEMENT*
BETWEEN
THE CITY OF AURORA, MISSOURI
AND
ALLGEIER, MARTIN & ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2014 between the City of Aurora, Missouri (OWNER) and Allgeier, Martin & Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to prepare a report to evaluate the sewer system's capacity and plan for reduction of inflow and infiltration (I/I) in the collection system, hereinafter called the Project.

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

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, and mechanical, engineering services.
- 1.1.2 The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.
- 1.1.3 The ENGINEER shall attend meetings and hearings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings and hearings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and hearings and of the OWNER's desire to have the ENGINEER in attendance.
- 1.1.4 The ENGINEER shall assist the OWNER in seeking financial assistance for the Project, including the preparation of applications for appropriate grants or loans.

* This agreement is modeled after the standard form of agreement prepared and published by the National Society of Professional Engineers, the American Consulting Engineers Council, and the American Society of Civil Engineers.

1.2 Engineering Report

Upon execution of this agreement, the ENGINEER shall:

- 1.2.1 Compile data related to current wastewater generation, including, but not limited to average and peak flows.
- 1.2.2 Compile demographic data, as well as information relative to the local environment, geology, soils, topography, receiving streams, and other factors pertinent to development of the engineering report.
- 1.2.3 Provide estimates of growth in Aurora and its service area, and translate this growth into an estimated future demand on the OWNER's wastewater collection systems.
- 1.2.4 Establish design criteria for improvements to the collection system.
- 1.2.5 Based upon data compiled and design criteria established, evaluate the collections system's ability to meet current and anticipated future flows and loads.
- 1.2.6 Break down the collection system into drainage basins and evaluate past and current information related to inflow and infiltration in these drainage basins in order to attempt to rank each of the basins in terms of inflow and infiltration severity.
- 1.2.7 Pick a drainage basin or basins in the collection system thought to have the highest severity of inflow and infiltration and create a plan to perform flow monitoring and/or smoke testing and/or acoustic sounding and/or Closed Circuit Television (CCTV) inspections and/or building inspections and/or overflow monitoring, in order to assist in evaluating inflow and infiltration problems.
- 1.2.8 Evaluate inflow and infiltration issues on both the public and private side of the line within the basin(s) identified to have the highest severity of I/I to the greatest extent possible within the limitations of the funding and availability of access to the private side of the collection system.
- 1.2.9 Provide the I/I information both in the report and a format that can be incorporated into the City's Geographical Information System (GIS).
- 1.2.10 Meet with the Client's representatives to discuss the findings and to identify needs for additional data.
- 1.2.11 Prepare a map or exhibits that graphically illustrate the recommended improvements.
- 1.2.12 Provide opinions of capital and operation and maintenance costs of alternatives evaluated for improvements to the collection system.
- 1.2.13 Draft a complete engineering report that presents and documents the conclusions and recommendations of the ENGINEER. The report will contain, in addition to other information, the ENGINEER's opinion of capital and operation and maintenance costs of the alternatives studied and a recommendation of the optimum alternative.
- 1.2.14 Assist the OWNER in conducting a public hearing on the engineering report, if desired.
- 1.2.15 Submit copies of the engineering report to appropriate federal, state, and local agencies as may be required or appropriate for their review and commentary.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1 Preparation or review of environmental assessments and impact statements; water quality reviews and antidegradation assessments; assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project, and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others.
- 2.1.2 Services to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.4 Providing any type of field and engineering surveys and staking.
- 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules, evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.6 Furnishing the services of special consultants for other than what is required to perform the inflow and infiltration data collection as defined in the scope of services.
- 2.1.7 Services after completion of the engineering report.
- 2.1.8 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).
- 2.1.9 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.
- 2.1.10 Detailed studies and investigations to identify sources of inflow and infiltration throughout the entire collection system.

SECTION 3 – OWNER’S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project, including previous reports, geotechnical reports, site surveys, and any other data relative to construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services data prepared by or services of others, including without limitation, GIS data, all existing wastewater system studies, system water production and usage data, past treatment facility wastewater influent and discharge flow rates, past MDNR violations or citations, current MDNR facility permit limits, past data on the facility influent and effluent quality such as BOD, TSS, nutrient levels, etc.; rate structures, number of customers for respective wastewater usage categories, system maps, reports, and other available data and services of others pertinent to the Project, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; archaeological investigations; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services. This includes removing obstructions on top of or near the existing sewer line and associated manholes that prevent data from being obtained, and assisting in locating existing sewer lines and manholes.
- 3.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.6 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project and such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
- 3.7 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.
- 3.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.9 Furnish, or direct in writing ENGINEER to provide necessary additional services as stipulated in Section 2 of this agreement or other services as required.
- 3.10 Receive, review, and accept the Engineering Report as provision of service by the ENGINEER, or otherwise relate to ENGINEER amendments needed to render the document acceptable to the OWNER.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the engineering report. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Project.
- 4.2 All engineering services provided under Sections 1.2 of this Agreement shall be completed within 10 months after receipt by the ENGINEER of written authorization to proceed. However, the failure of the OWNER to fulfill those responsibilities identified above in a timely manner shall be cause for extension of the Consultant's period of service.
- 4.3 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and ENGINEER's maximum fee shall be adjusted appropriately.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 For each element of the engineering services set forth in the following paragraphs 5.1.1.1 through 5.1.1.3, OWNER shall pay ENGINEER for time expended and reimbursable expenses at the labor rates and non-labor rates shown in Exhibit "A", with a maximum payment for said services as listed in the appropriate paragraph.

5.1.1.1 Engineering Report: OWNER shall pay ENGINEER for services stated in paragraph 1.2 in preparation of an engineering report, on the basis of hourly labor rates and non-labor rates, as set forth in Exhibit A, "Allgeier, Martin and Associates, Inc. Rate Schedule", with a guaranteed maximum fee for labor costs and non-labor expenses, of \$60,000. The estimated maximum fee broken down for respective services is as follows:

Collection of Data from Wastewater Collection System	\$40,000
Evaluation of Wastewater Collection System	<u>\$20,000</u>
TOTAL ESTIMATED MAXIMUM FEE	\$60,000

5.1.1.2 Additional Services. OWNER shall pay ENGINEER for additional services rendered under Section 2 on the basis of labor rates and reimbursable expenses shown in Exhibit A.

5.1.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 OWNER shall make prompt payments in response to ENGINEER's statements. If OWNER fails to make any payment due ENGINEER for acknowledged services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses. The 1% per month charge shall not be applied to ENGINEER's charges for services that are contested by the OWNER.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, plus all termination expenses.

5.4 Definitions

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: transportation, lodging, and subsistence incidental thereto; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Controlling Law

This agreement is to be governed by the laws of the State of Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of \$2,000,000.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A "Rate Schedule".
- 8.2 This agreement (consisting of pages 1 to 13, inclusive), including the exhibit identified above, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 8.3 All services subcontracted during the performance of this contract shall follow the Six Affirmative Steps during selection of the subcontractor to ensure that minority business enterprises (MBE) and woman business enterprises (WBE) have an opportunity to compete for contracting opportunities.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:
CITY OF AURORA

(Authorized Signature)

(Printed Name)

(Title)

ENGINEER:
ALLGEIER, MARTIN & ASSOCIATES, INC.

(Authorized Signature)

J. Eric DeGruson, P.E.

Vice President

*This agreement is modeled after the standard form of agreement prepared and published by the National Society of Professional Engineers, the American Consulting Engineers Council, and the American Society of Civil Engineers.

**EXHIBIT A
"RATE SCHEDULE"**

LABOR RATES

<u>Position</u>	<u>Hourly Billing Rate</u>	
	<u>Present thru 12/31/2014</u>	<u>01/01/2015 thru 12/31/2015</u>
Principal/Engineer IV	\$167	174
Project Manager/Engineer III	\$150	157
Project Manager/Engineer II	\$129	137
Project Manager/Engineer I	\$114	122
Designer/Technician III	\$88	92
Designer/Technician II	\$77	82
Designer/Technician I	\$72	77
Two-Man GPS Survey Party	\$156	164
One-Man GPS Survey Party	\$114	120
Three-Man Survey Party	\$172	179
Two-Man Survey Party	\$130	136
Registered Land Surveyor II	\$141	147
Registered Land Surveyor I	\$120	126
Survey Party Chief	\$72	75
Survey Crew Member	\$58	62
Right-of-Way Specialist	\$94	99
Construction Inspector III	\$89	94
Construction Inspector II	\$77	82
Construction Inspector I	\$72	76
Secretary/Word Processor	\$58	62
Print Specialist	\$58	62

Note: All required overtime hours shall be invoiced at 1.5 times the hourly billing rate shown above.

NON-LABOR RATES

<u>Items</u>	<u>Rate</u>
Travel	\$0.56 mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual Cost
Special Postage or Shipping	Actual Cost
Printing	Actual Cost
Surveying Materials	Actual Cost
Subcontract Specialty Services	Actual Cost+ 10%

COMMUNICATION PAGE

Date: July 28, 2014

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: July 28, 2014

Presented By: Mayor

Agenda Item: Adjournment

Agenda No. XI

AGENDA ITEM DESCRIPTION
ADJOURNMENT

NOTES:

CITY OF AURORA FIRE DEPARTMENT MONTHLY REPORT

INCIDENT REPORT FOR: June 2014

TOTAL RESPONSES FOR MONTH: 99

1. Helicopter Stand-by		2
2. Fires:		11
a) Structure:	5	
b) Vehicle:	2	
c) Trash/Rubbish (dumpster, ect.)	0	
d) Grass/Woods	0	
e) Improper burning (after hrs, open ground, ect)	4	
3. Investigation (smoke odor, unknown odor)		0
4. M.V.A.'S		9
a) Clean-up	6	
b) Rescue	3	
5. Mutual Aid:		3
a) Fire/Haz-Mat	3	
b) Rescue	0	
6. Hazardous Incidents: (downed power lines, gas odors)		5
7. Public Assist: (CO alarm, lifting, ect)		4
8. Medical 1 st Response:		56
9. False Calls, False Automatic Alarms:		1
10. Storm Stand-by		5
11. Haz-Mat Incident:		0
12. Misc. (lost Person, assist P.D., ect.)		3
Fire Prevention/Tours/Public Education:	Yes	
Inspections:	Yes	
Training Man/Hrs.	112 mn/hrs	

ROBERT R. WARD, FIRE CHIEF



!!!!CHECK MILEAGE!!!!

AURORA FIRE DEPARTMENT

HEADQUARTERS
AURORA, MISSOURI 65605

BUSINESS PHONE: (417) 678-5303
(417) 678-2111
FAX: (417) 678-0603

MONTH/YEAR: June, 2014

MONTHLY MILEAGE REPORT

TRUCK#	BEGIN MILEAGE	END MILEAGE	TOTAL MILEAGE	GASOLINE	DIESEL
2311	93338	93353	15		0
2312	38378	38484	106		43.9
2321	26599	26838	239		50.02
2315	17094	17179	85		13.79
2316	36916	36942	26		8.12
2322	1785	1828	43		22
2325	47415	47445	30		0
2326	75050	75137	87		20.51
2338	82304	82530	226	18.3	
2328	51746	52084	338	55.01	
2335	OOS	115965		16.01	
2318	33543	34813	1270	91.2	
2348	4433	4449	16		0
Gas Can				5.03	14

TOTAL MILEAGE: 2481
TOTAL GASOLINE: 190.55
TOTAL DIESEL: 172.34


ROBERT R. WARD,
FIRE CHIEF

STOP FIRES....THEY HURT, THEY COST, THEY KILL!