

"Improving the quality of life for Aurora"

AURORA CITY COUNCIL AGENDA *Aurora City Hall, Council Chambers* *Tuesday, February 24, 2015 at 6:30 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 February 9, 2015 at 7:00 p.m.
- V. APPROVAL OF APPROPRIATIONS for February**
- VI. PUBLIC COMMENT**
- VII. COUNCIL FORUM**
- VIII. OLD BUSINESS**
- IX. NEW BUSINESS**
 - A.** *Resolution No. 2015-1393*
A Resolution authorizing the Mayor to execute a contract with the Lamar Companies for a billboard on I44
 - B.** *First Reading of Bill No. 2015-3024*
An Ordinance to authorize the Mayor to execute Amendment No. 1 on Airport Project 13-091B-3 for demolition
 - C.** *Second and Final Reading of Bill No. 2015-3024 making Ordinance No. 2015-3024*
An Ordinance to authorize the Mayor to execute Amendment No. 1 on Airport Project 13-091B-3 for demolition
 - D.** *Resolution No. 2015-1394*
A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to execute an agreement for the purchase of a 35 H.P. Diesel Mower for the Cemetery
 - E.** *Consideration/Approval to change Section 130.050 "Employee and Employer Contributions" of the Personnel Policy*
 - F.** *Consideration/Approval to change Section 130.140 "Insurance Coverage" of the Personnel Policy*
 - G.** *Consideration/Approval to change Section 130.230 "Qualifications for Employment" of the Personnel Policy*
 - H.** *Consideration/Approval to change Section 130.320 "Paydays" of the Personnel Policy*
- X. REPORTS**
 - A.** *Board Liaison Reports*

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- B. *City Attorney Report*
- C. *City Manager Report*

XI. CLOSED SESSION pursuant to 610.021 (1), (2)

(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.

(2)

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

XII. ADJOURNMENT

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Approval of Minutes

Agenda No. IV

AGENDA ITEM DESCRIPTION

APPROVAL OF MINUTES:

Regular Session held on February 9, 2015 at 7:00 p.m.

NOTES:

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AURORA CITY COUNCIL MINUTES
Aurora City Hall, Council Chambers
Monday, February 9, 2015 at 7:00 p.m.

I. CALL TO ORDER:

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

II. PLEDGE AND PRAYER:

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

III. ROLL CALL: *Mayor David L. Marks*

Chairman Pro Tem Linda Barton

Councilman Steve Ramirez

Councilwoman Lisa Rentfro

Councilwoman Rosemary Henderson

All Council members were noted present.

IV. APPROVAL OF MINUTES:

Regular Session held on January 26, 2015 at 7:00 p.m.

Chairman Pro Tem Barton moved to approve the minutes from the regular session held on January 26, 2015 at 7:00 p.m. Councilwoman Henderson seconded the motion. Motion passed with all members voting aye.

Special Session held on January 29, 2015 at 6:30 p.m.

Chairman Pro Tem Barton moved to approve the minutes from the special session held on January 29, 2015 at 6:30 p.m. Councilwoman Henderson seconded the motion. Motion passed with all members voting aye.

V. APPROVAL OF APPROPRIATIONS for January/February

Councilman Ramirez questioned the invoice to Allgeier Martin and Associates. He asked if any part of the bill was for the Community Center parking lot. City Manager Randall stated that the invoice was for storm water drainage and not engineering. The city had approved Great River Engineering to do the design work on the parking lot. Councilman Ramirez requested a copy of the invoice to be sent to him for review.

Councilwoman Henderson moved to approve the appropriations as submitted. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Ramirez, Barton, Henderson, Rentfro, Marks

NAYES: 0

VI. PUBLIC COMMENT

None.

VII. COUNCIL FORUM

Councilwoman Henderson stated the flag at the south entrance of the park needed to be replaced. Councilman Ramirez stated he would pass the word along to the park board.

Mayor Marks spoke about the stop lights at Church and Elliott Streets. He felt it was confusing for travelers going to the East with three lanes of traffic. He felt for a stranger

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it would be clearer if an arrow was installed in the light pointing right when you are in the right turn lane and a straight arrow pointing forward when you are going straight. He asked if it would be feasible to inquire into this. City Manager Randall will check with MoDOT.

VIII. OLD BUSINESS

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

Councilwoman Rentfro moved to approve the second and final reading of Bill No. 2015-3021, this will now be known as Ordinance No. 2015-3021. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:

AYES: Henderson, Ramirez, Marks, Rentfro, Barton

NAYES: 0

IX. NEW BUSINESS

- A. *Resolution No. 2015-1387
A Resolution of the City of Aurora, Missouri authorizing the Mayor to enter into an agreement RGG Law for a Municipal City Attorney*

Councilwoman Rentfro asked to table this matter until the city could determine if it was a conflict of interest to hire Mr. Reynolds while he was city attorney for Marionville. Mayor Marks said he saw no problem with it. He had spoken with Marionville's Mayor and she had no issue with it. City Manager Randall stated the only problem he saw was when the police service agreement was going to be negotiated the city would need to farm the negotiation over to another attorney.

Chairman Pro Tem Barton moved to approve Resolution No. 2015-1387 appointing Ken Reynolds of RGG Law as the city attorney. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:

AYES: Ramirez, Henderson, Barton, Marks

NAYES: Rentfro

- B. *First Reading of Bill No. 2015-3023
An Ordinance of the City of Aurora, Missouri amending Title I "Government Code" Chapter 110 "City Council", Article I "General Provisions", Section 110.060 "Meetings – Location, Time" of the Municipal Code*

With the placement of a new city attorney council's normal meeting date of Monday night is in conflict with another meeting for the attorney. Council is changing their meeting date to the second and fourth Tuesdays of each month to accommodate the city attorney's schedule and will be changing the meeting time from 7:00 p.m. to 6:30 p.m.

Councilwoman Rentfro moved to approve the first reading of Bill No. 2015-3023. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Henderson, Rentfro, marks, Ramirez

NAYES: 0

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- C. *Second and Final Reading of Bill No. 2015-3023 making Ordinance No. 2015-3023 An Ordinance of the City of Aurora, Missouri amending Title I "Government Code" Chapter 110 "City Council", Article I "General Provisions", Section 110.060 "Meetings – Location, Time" of the Municipal Code*

Councilman Ramirez moved to approve the second and final reading of Bill No. 2015-3023 approving the change of the council's meeting date to the second and fourth Tuesday's of each month. This will now be known as Ordinance No. 2015-3023. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

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

- D. *Request from Empire to change out street light at 306 S Park from a 175W MV to a 150W HPS*

Councilwoman Rentfro moved to approve Empire's request to change out the street light at 306 S. Park. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:

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

- E. *Request from Empire to change out street light at 408 W St. Louis from a 175W MV to a*
- Councilwoman Rentfro moved to approve Empire's request to change out the street light at 408 W. St. Louis. Councilman Ramirez seconded the motion.

Motion passed with the following council members voting aye:

AYES: Rentfro, Henderson, Barton, Ramirez, Marks
NAYES: 0
150W HPS

- F. *Share a Heart Proclamation claiming February 9th through February 15th as "Ronald McDonald House Week"*

Councilman Ramirez moved to proclaim that February 9th through February 15th as "Ronald McDonald House Week". Chairman Pro Tem Barton seconded the motion. Motion passed with all members voting aye.

- G. *Resolution No. 2015-1388
A Resolution to authorize the Mayor to execute an agreement with the Ozarks Regional YMCA to provide a Soccer/Flag Football Program*

Councilman Ramirez moved to approve Resolution No. 2015-1388 authorizing an agreement with eh YMCA to provide a Soccer/Flag Football Program. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

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

- H. *Resolution No. 2015-1389
A Resolution to authorize the Mayor to execute an agreement with the Ozarks Regional YMCA to provide an Adult Softball Program*

Chairman Pro Tem Barton moved to approve Resolution No. 2015-1389 authorizing an agreement with the YMCA to provide an Adult Softball Program. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:

AYES: Ramirez, Rentfro, Barton, Marks, Henderson

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NAYES: 0

I. *Resolution No. 2015-1390*

A Resolution to authorize the Mayor to execute a User Agreement by and between the City of Aurora, the Aurora Park Board and Aurora Babe Ruth

Councilwoman Rentfro moved to approve Resolution No. 2015-1390 authorizing a User Agreement by and between the City, the Park Board and Aurora Babe Ruth for use of the ball fields in White Park. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:

AYES: Henderson, Ramirez, Marks, Rentfro, Barton

NAYES: 0

J. *Resolution No. 2015-1391*

A Resolution to authorize the Mayor to execute a User Agreement by and between the City of Aurora, the Aurora Park Board and Aurora R-8 Schools

Councilman Ramirez moved to approve Resolution No. 2015-1391 authorizing a User Agreement by and between the City, the Park Board and Aurora R-8 schools for use of the tennis courts, and baseball and softball fields. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Rentfro, Ramirez, Marks, Henderson

NAYES: 0

K. *Resolution No. 2015-1392*

A Resolution to authorize the Mayor to execute a User Agreement by and between the city of Aurora, the Aurora Park Board and Aurora R-8 Schools for use of the Swimming Pool

Chairman Pro Tem Barton moved to approve Resolution No. 2015-1392 authorizing a User Agreement between the City, the Park Board and Aurora R-8 Schools for use of the swimming pool. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:

AYES: Rentfro, Henderson, Marks, Ramirez, Barton

NAYES: 0

X. **REPORTS**

A. *Board Liaison Reports*

Park Board

The park board met last Monday evening. Financials and the budget were reviewed and approved. The board is looking for donations through Cause Momentum for items they wish to purchase for the parks. An \$800 grant was received from the Community Foundation of the Ozarks for park improvements. Safety issues on Phase I of the Walking Trail Project are presently being addressed. A hand rail will be installed on a walking bridge that has a deep drop off area. Councilman Ramirez has been assisting the park board with looking into grant prospects. A couple of ideas have been presented to President Pettit for review. A ribbon cutting ceremony will be planned in conjunction with the Run for the Parks in May. It was Councilman Ramirez's opinion that the city needed to look into a park activity director. The park board has no authority to put together activities without the city's permission. An activity director could manage those types of things. Park improvements for each park were discussed. Break ins are continuing to happen in Baldwin Park. The camera photos are not

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clear enough to recognize who the perpetrator is so the board is looking at installing motion lights.

President Pettit reported that the park board had received Phase II of the Walking Trail Grant. Estimates were higher than anticipated. Depending on whether the board wanted to refurbish the concrete culvert (\$40,000) going under Carnation or to just replace it (\$100,000) would depend on the final cost. The board voted to completely replace the culvert which will be an additional cost of \$54,000 to the park board.

The board looked into additional funding to no avail. The park board will absorb the additional cost of the grant by deferring projects to a later date.

Notice to Proceed was received from MoDot to move forward with Phase II. Several options will be presented for concrete and asphalt when bids proposals are put out.

Virtual Consolidation

Councilwoman Rentfro asked if anyone found out what they meant. Chief Witthuhn explained that no one could actually define what it means. Monett is using the term as it relates to legislation. They feel that all entities in the county need to band together so they will be eligible for funding in the future when the government mandates a single dispatching location for the county.

B. City Attorney Report

City Attorney Reynolds was not present.

C. City Manager Report

City Manager Randall reported on the following items:

- Wanted to clarify that Allgeler Martin & Associates was hired to review the storm water drainage around Jim Carr's station and across the street. That could potentially include run off from the community center parking lot.
- Good news was received on the hot water heaters at PFF. An estimate of \$2,500 was received to fix both heaters.
- The Animal Control Officer/ Code Enforcement Officer has been on board for a month and is working out well. City Manager Randall meant with the Building Inspector and the Code Enforcement Officer today in hopes of getting both to work closely together in enforcement issues.
- Public Works has finished picking up brush and filling in holes in alleyways.
- The street sweeper will sweep around the square every Friday.
- The broken heads stones that occurred during a traffic accident have all been replaced.
- The fire department will be losing a firefighter to Nixa.
- Bootlegger's Restaurant final inspection was done and they are now open for business.
- Councilman Ramirez asked if Morgan Street had been looked at. He felt the road was in need of being redone. He had spoken to several individuals that have dealt with asphalt and they thought the asphalt was

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laid when it was entirely too cold thus causing a wavy effect. It doesn't adhere properly. City Manager Randall stated that he would look into the matter.

XI. ADJOURNMENT

Councilwoman Henderson moved to adjourn the meeting at 8:00 p.m. Councilman Ramirez seconded the motion. All members voted aye.

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMc/MPCC

Posted February 6, 2015 by Kathie Needham, City Clerk

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Approval of Appropriations for February

Agenda No. V

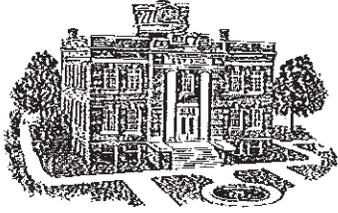
AGENDA ITEM DESCRIPTION

APPROVAL OF APPROPRIATIONS FOR FEBRUARY

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 | | |
| | .. | .. | | |



City of Aurora

**EXPENSES FOR
APPROVAL
FEB 2015**

AGENDA
JERRY SUMNERS SR.
AURORA MUNICIPAL AIRPORT

REGULAR SESSION MINUTES
CITY HALL COUNCIL CHAMBERS
WEDNESDAY
FEBRUARY 11, 2015 5:30 P.M.

I. CALL TO ORDER:

Chairman McRoberts called the meeting to order. Time noted was approximately 5:32 p.m.

- II. ROLL CALL:*
- | | |
|--------------------|-------------------------------------|
| Chairman: | Ike McRoberts |
| Vice Chairman: | Darrin Barton -arrived at 5:37 p.m. |
| Board Member: | Donald Francisco |
| Board Member: | Dwayne Gandy –noted absent |
| Board Member: | Bill Lewis |
| Board Member: | Richard Werner |
| Non-Resident Seat: | Eddie Breeding |

Others in Attendance: FBO Justin Richmond, Council Liaison Rosemary Henderson, Airport Administrator Donna Elery

III. APPROVAL OF MEETING MINUTES

- A. Approval of the Meeting Minutes of September 10, 2014
- B. Approval of the Meeting Minutes of October 29, 2014
- C. Approval of the Meeting Minutes of January 7, 2015

Vice Chairman Barton made a motion to approve the meeting minutes of September 10, 2014, October 29, 2014 and January 7, 2015 as submitted. Board Member Francisco seconded the motion. All Members present voted in favor of the motion.

IV. OLD BUSINESS

- A. Review Bids for Runway Lighting Repairs and Make Recommendation to City Council
Only one bid from Linco Electric was received. Several attempts were made to obtain bids from 2 other contractors without success. Board Member Francisco made a motion to make a recommendation to City Council to approve the bid for Linco Electric for the repair of the runway lighting. Board Member Breeding seconded the motion. All Members present voted in favor of the motion.

V. NEW BUSINESS

- A. Consideration of Lochner Invoice 9454-8 (Demolition) and Make Recommendation to City Council
(See motion below under item V(C))

B. Review Grant Amendment for Demolition Project 13-091B-3 and Make Recommendation to City Council

Board Member Breeding made a motion to make a recommendation to City Council to approve the grant amendment for Demolition Project 10-091B-3. Board Member Francisco seconded the motion. All Members present voted in favor of the motion.

C. Consideration of Lochner Invoice 9454-9 (Demolition) and Make Recommendation to City Council

Board Member Lewis made a motion to make a recommendation to City Council to approve payment for Lochner Invoices 9454-8 and 9454-9 for the demolition project. Board Member Francisco seconded the motion. All Members present voted in favor of the motion.

D. Consideration of Lochner Invoice 9343-11 (AGIS/ALP) and Make Recommendation to City Council

Board Member Francisco made a motion to make a recommendation to City Council to approve payment of Lochner Invoice 9343-11 for the AGIS/ALP project. Board Member Lewis seconded the motion. All Members present voted in favor of the motion.

VI. *STAFF REPORTS*

A. Revenue and Expense Report

No discussion was held on this item

B. FBO Report

FBO Richmond provided the Board Activity Recap through 12-31-2014 and Gross Sales History. The report is attached hereto, incorporated herein, in reference by as "Exhibit A"

VII. *CORRESPONDENCE*

None

VIII. *AUDIENCE PARTICIPATION*

None

IX. *ADJOURNMENT*

Board Member Lewis made a motion to adjourn. Board Member Francisco seconded the motion. All Members present voted in favor of the motion. Time noted was approximately 5:50 p.m.

Airport Administrator Donna Elery

Chairman Ike McRoberts

Approved: _____

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST | GL ACCOUNT | CK SQ |
|----------|------|----------|--------------|--|----------------|------|---------------------------|-------|
| ----- | | | | | | | | |
| | | | | OPERATING 1010 | | | | |
| 020915 | 1 | 2/25/15 | 2/09/15 | 54 ADVANCE MAGDALENO PEST CONTROL | 15.00 | 10 | 10-51-6560 | 1 |
| | | | | PEST CONTROL | | | PROFESSIONAL SERVICES | |
| | 2 | | | PEST CONTROL | 20.00 | 10 | 10-41-6560 | 1 |
| | | | | | | | PROFESSIONAL SERVICES | |
| | 3 | | | PEST CONTROL | 45.00 | 61 | 61-21-6606 | 1 |
| | | | | | | | REPAIR & MAINT-BLDG & GRD | |
| | 4 | | | PEST CONTROL | 50.00 | 61 | 61-22-6560 | 1 |
| | | | | | | | PROFESSIONAL SERVICES | |
| | 5 | | | PEST CONTROL | 50.00 | 10 | 10-13-6560 | 1 |
| | | | | | | | PROFESSIONAL SERVICES | |
| | 6 | | | PEST CONTROL | 55.00 | 10 | 10-13-6560 | 1 |
| | | | | | | | PROFESSIONAL SERVICES | |
| | | | | INVOICE TOTAL | 235.00 | | | |
| | | | | VENDOR TOTAL | 235.00 | | | |
| 103193 | 1 | 2/25/15 | 2/01/15 | 61 AURORA ADVERTISER COUNCIL FILING AD | 44.00 | 10 | 10-12-6000 | 1 |
| | | | | | | | ADVERTISING | |
| | | | | INVOICE TOTAL | 44.00 | | | |
| 103352 | 1 | 2/25/15 | 2/01/15 | PUBLISH FINANCIAL STATEM | 206.50 | 10 | 10-15-6000 | 1 |
| | | | | | | | ADVERTISING | |
| | | | | INVOICE TOTAL | 206.50 | | | |
| | | | | VENDOR TOTAL | 250.50 | | | |
| 010315 | 1 | 2/25/15 | 1/03/15 | 19 AURORA ANIMAL CLINIC AFTER HOURS FEE | 75.00 | 10 | 10-21-6015 | 1 |
| | | | | | | | ANIMAL CONTROL EXPENSE | |
| | 2 | | | CEPHALEXIN | 7.00 | 10 | 10-21-6015 | 1 |
| | | | | | | | ANIMAL CONTROL EXPENSE | |
| | 3 | | | VETPROFEN | 5.50 | 10 | 10-21-6015 | 1 |
| | | | | | | | ANIMAL CONTROL EXPENSE | |
| | | | | INVOICE TOTAL | 87.50 | | | |
| 122914 | 1 | 2/25/15 | 12/29/14 | AFTER HOURS FEE | 75.00 | 10 | 10-21-6015 | 1 |
| | | | | | | | ANIMAL CONTROL EXPENSE | |
| | 2 | | | RADIOGRAPHS | 75.00 | 10 | 10-21-6015 | 1 |
| | | | | | | | ANIMAL CONTROL EXPENSE | |
| | | | | INVOICE TOTAL | 150.00 | | | |
| | | | | VENDOR TOTAL | 237.50 | | | |
| 25822 | 1 | 2/25/15 | 1/23/15 | 22 AURORA COOPERATIVE ASSOC #86 WASP SPRAY | 41.97 | 25 | 25-31-6710 | 1 |
| | | | | | | | SUPPLIES - OPERATING | |
| | | | | INVOICE TOTAL | 41.97 | | | |
| | | | | VENDOR TOTAL | 41.97 | | | |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST | GL ACCOUNT | CK SQ |
|------------|------|----------|--------------|--|----------------|------|--------------------------------------|-------|
| 264-373627 | 1 | 2/25/15 | 2/10/15 | 338 BATTERIES PLUS BULBS #264 2-12V BATTERY BACKUPS FO COMPUTERS | 31.90 | 10 | 10-22-6710 SUPPLIES - OPERATING | 1 |
| | | | | INVOICE TOTAL | 31.90 | | | |
| | | | | VENDOR TOTAL | 31.90 | | | |
| 201890 | 1 | 2/25/15 | 2/05/15 | 868 BAYLESS AUTO SALVAGE FENDER FOR 2012 DODGE PI | 100.00 | 25 | 25-31-6610 REPAIR & MAINT-VEHICLE | 1 |
| | | | | INVOICE TOTAL | 100.00 | | | |
| | | | | VENDOR TOTAL | 100.00 | | | |
| 1020150089 | 1 | 2/25/15 | 2/11/15 | 159 BENS ELECTRONICS REMOVE VIRUS FROM COMPUT | 70.00 | 30 | 30-30-6075 COMPUTER & SOFTWARE | 1 |
| | | | | INVOICE TOTAL | 70.00 | | | |
| | | | | VENDOR TOTAL | 70.00 | | | |
| NC10012092 | 1 | 2/25/15 | 1/30/15 | 219 BOB BARKER CO INC 20 JUMPSUITS | 359.60 | 10 | 10-21-6055 CARE OF PRISONERS | 1 |
| | 2 | | | FREIGHT | 27.60 | 10 | 10-21-6055 CARE OF PRISONERS | 1 |
| | | | | INVOICE TOTAL | 387.20 | | | |
| | | | | VENDOR TOTAL | 387.20 | | | |
| CM0050561 | 1 | 2/25/15 | 1/16/15 | 241 CCP INDUSTRIES INC RETURN | 61.36- | 25 | 25-31-6860 UNIFORMS | 1 |
| | 2 | | | RETURN | 13.29- | 25 | 25-31-6560 PROFESSIONAL SERVICES | 1 |
| | | | | INVOICE TOTAL | 74.65- | | | |
| IN01410957 | 1 | 2/25/15 | 1/09/15 | 13 PR THERMAL LINED GLOV | 61.36 | 25 | 25-31-6860 UNIFORMS | 1 |
| | 2 | | | FREIGHT | 13.29 | 25 | 25-31-6560 PROFESSIONAL SERVICES | 1 |
| | | | | INVOICE TOTAL | 74.65 | | | |
| IN0146937 | 1 | 2/25/15 | 1/21/15 | 13 PR THERMAL LINED GLOV | 61.36 | 25 | 25-31-6860 UNIFORMS | 1 |
| | 2 | | | FREIGHT | 13.53 | 25 | 25-31-6560 PROFESSIONAL SERVICES | 1 |
| | | | | INVOICE TOTAL | 74.89 | | | |
| | | | | VENDOR TOTAL | 74.89 | | | |
| 021915 | 1 | 2/25/15 | 2/19/15 | 69 CITY COLLECTOR ADMINISTRATIVE TRANSFER | 2,333.34 | 25 | 25-90-6857 TRANSFER OUT | 1 |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST | GL ACCOUNT | CK SQ |
|-----------|------|----------|--------------|---|----------------|------|---|-------|
| | 2 | | | ADMINISTRATIVE TRANSFER | 6,416.66 | 30 | 30-90-6857 TRANSFER OUT | 1 |
| | | | | INVOICE TOTAL | 8,750.00 | | | |
| | | | | VENDOR TOTAL | 8,750.00 | | | |
| 15345 | 1 | 2/25/15 | 2/01/15 | 119 ROMULUS INC TESTING | 388.00 | 30 | 30-30-6560 PROFESSIONAL SERVICES | 1 |
| | | | | INVOICE TOTAL | 388.00 | | | |
| | | | | VENDOR TOTAL | 388.00 | | | |
| 88911 | 1 | 2/25/15 | 1/31/15 | 71 CUNNINGHAM, VOGEL & ROST P.C. AURORA VS CENTURYLINK | 1,058.36 | 10 | 10-12-6560 PROFESSIONAL SERVICES | 1 |
| | | | | INVOICE TOTAL | 1,058.36 | | | |
| | | | | VENDOR TOTAL | 1,058.36 | | | |
| 1319020 | 1 | 2/25/15 | 2/10/15 | 170 GLIEDT ELECTRIC SUPPLY OUTDOOR LIGHT | 122.20 | 61 | 61-22-6606 REPAIR & MAINT-BLDG & GRD | 1 |
| | | | | INVOICE TOTAL | 122.20 | | | |
| | | | | VENDOR TOTAL | 122.20 | | | |
| 100067351 | 1 | 2/25/15 | 2/11/15 | 870 GLOCK PROFESSIONAL INC ARMORER'S COURSE-KOZISEK | 250.00 | 10 | 10-21-6680 SCHOOLS & TRAINING | 1 |
| | | | | INVOICE TOTAL | 250.00 | | | |
| | | | | VENDOR TOTAL | 250.00 | | | |
| HOTO-004 | 1 | 2/25/15 | 2/11/15 | 835 HAVEN OF THE OZARKS INC INTAKE 4 DOGS | 80.00 | 10 | 10-21-6015 ANIMAL CONTROL EXPENSE | 1 |
| | | | | INVOICE TOTAL | 80.00 | | | |
| | | | | VENDOR TOTAL | 80.00 | | | |
| 1234 | 1 | 2/25/15 | 2/05/15 | 645 HUDSON COLLISION INC REPAIR VEH #227 | 2,570.45 | 10 | 10-21-6276 INSURANCE CLAIMS | 1 |
| | | | | INVOICE TOTAL | 2,570.45 | | | |
| 1235 | 1 | 2/25/15 | 2/05/15 | REPAIR VEH#230 | 1,892.86 | 10 | 10-21-6276 INSURANCE CLAIMS | 1 |
| | 2 | | | DEDUCTIBLE | 500.00 | 10 | 10-21-6610 REPAIR & MAINT-VEHICLE | 1 |
| | | | | INVOICE TOTAL | 2,392.86 | | | |
| | | | | VENDOR TOTAL | 4,963.31 | | | |

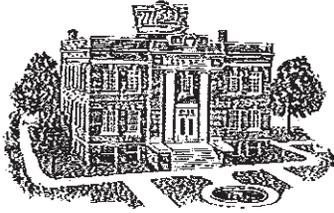
| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST | GL ACCOUNT | CK SQ |
|-----------|------|----------|--------------|--|----------------|------|---|-------|
| 4011 | 1 | 2/25/15 | 1/14/15 | 120 J&M TIRE USED TIRE MOUNTED,BALANC NEW STEM-FORD EXPLORER | 31.00 | 10 | 10-51-6608 REPAIR & MAINT-EQUIPMENT | 1 |
| | | | | INVOICE TOTAL | 31.00 | | | |
| | | | | VENDOR TOTAL | 31.00 | | | |
| 10627 | 1 | 2/25/15 | 2/09/15 | 754 JR LOCK & KEY LLC SERVICE CHARGE | 35.00 | 61 | 61-21-6620 BLDG EQUIP/SYSTEMS REPAIR | 1 |
| | 2 | | | 13 KEYS | 26.00 | 61 | 61-21-6620 BLDG EQUIP/SYSTEMS REPAIR | 1 |
| | | | | INVOICE TOTAL | 61.00 | | | |
| | | | | VENDOR TOTAL | 61.00 | | | |
| 39347 | 1 | 2/25/15 | 2/05/15 | 75 KENCO FIRE EQUIPMENT INC BULBS FOR STROBE LIGHTS | 98.00 | 25 | 25-31-6610 REPAIR & MAINT-VEHICLE | 1 |
| | | | | INVOICE TOTAL | 98.00 | | | |
| | | | | VENDOR TOTAL | 98.00 | | | |
| 221684795 | 1 | 2/25/15 | 2/01/15 | 76 KONE, INC ELEVATOR MAINTENANCE | 140.47 | 10 | 10-13-6560 PROFESSIONAL SERVICES | 1 |
| | | | | INVOICE TOTAL | 140.47 | | | |
| | | | | VENDOR TOTAL | 140.47 | | | |
| KC105687 | 1 | 2/25/15 | 2/06/15 | 869 KUBOTA OF THE OZARKS LLC FUEL PUMP-SKID LOADER | 74.99 | 25 | 25-31-6608 REPAIR & MAINT-EQUIPMENT | 1 |
| | | | | INVOICE TOTAL | 74.99 | | | |
| | | | | VENDOR TOTAL | 74.99 | | | |
| 020415 | 1 | 2/25/15 | 2/04/15 | 497 LANCE ELEY REIMBURSE FOR CDL PERMIT | 33.75 | 30 | 30-30-6530 PERMITS, LICENSES, FEES | 1 |
| | | | | INVOICE TOTAL | 33.75 | | | |
| | | | | VENDOR TOTAL | 33.75 | | | |
| 6308 | 1 | 2/25/15 | 2/17/15 | 276 LINCO ELECTRIC INC ELECTRICAL REPAIR AT PLA | 257.00 | 30 | 30-30-6606 REPAIR & MAINT-BLDG & GRD | 1 |
| | | | | INVOICE TOTAL | 257.00 | | | |
| | | | | VENDOR TOTAL | 257.00 | | | |
| 00378417 | 1 | 2/25/15 | 2/03/15 | 634 LUDLUM MEASUREMENTS INC CALIBRATION OF GEIGER COUNTERS,CERTIFICATION | 410.16 | 10 | 10-22-6608 REPAIR & MAINT-EQUIPMENT | 1 |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST | GL ACCOUNT | CK SQ |
|------------|------|----------|--------------|---|----------------|------|---------------------------------------|-------|
| | | | | INVOICE TOTAL | 410.16 | | | |
| | | | | VENDOR TOTAL | 410.16 | | | |
| 118109 | 1 | 2/25/15 | 1/29/15 | 598 MEADOWS I-44 TRUCK & AUTO PARTS FOR SMOG DEVICE | 50.00 | 10 | 10-41-6610 REPAIR & MAINT-VEHICLE | 1 |
| | | | | INVOICE TOTAL | 50.00 | | | |
| | | | | VENDOR TOTAL | 50.00 | | | |
| 020415 | 1 | 2/25/15 | 2/04/15 | 845 MERCY HOSPITAL AURORA 2 NEW HIRE DRUG SCREENS | 80.00 | 10 | 10-21-6230 HUMAN RESOURCES EXPENSE | 1 |
| | | | | INVOICE TOTAL | 80.00 | | | |
| | | | | VENDOR TOTAL | 80.00 | | | |
| 013115 | 1 | 2/25/15 | 1/31/15 | 80 MFA OIL COMPANY FUEL | 106.13 | 10 | 10-41-6220 FUEL | 1 |
| | 2 | | | FUEL | 776.38 | 10 | 10-22-6220 FUEL | 1 |
| | 3 | | | FUEL | 84.01 | 30 | 30-30-6220 FUEL | 1 |
| | 4 | | | FUEL | 1,426.16 | 10 | 10-21-6220 FUEL | 1 |
| | 5 | | | FUEL | 167.61 | 10 | 10-51-6220 FUEL | 1 |
| | 6 | | | FUEL | 64.79 | 10 | 10-14-6220 FUEL | 1 |
| | | | | INVOICE TOTAL | 2,625.08 | | | |
| | | | | VENDOR TOTAL | 2,625.08 | | | |
| 78497297 | 1 | 2/25/15 | 2/19/15 | 871 MFSMA 2015 MEMBERSHIP DUES | 100.00 | 10 | 10-14-6120 DUES & SUBSCRIPTIONS | 1 |
| | | | | INVOICE TOTAL | 100.00 | | | |
| | | | | VENDOR TOTAL | 100.00 | | | |
| 53084-2239 | 1 | 2/25/15 | 1/14/15 | 342 MID STATES ORGANIZED 2015 MEMBERSHIP DUES | 150.00 | 10 | 10-21-6120 DUES & SUBSCRIPTIONS | 1 |
| | | | | INVOICE TOTAL | 150.00 | | | |
| | | | | VENDOR TOTAL | 150.00 | | | |
| 021715 | 1 | 2/25/15 | 2/17/15 | 503 MSU OUTREACH SPRING INSTITUTE-K NEEDH | 205.00 | 10 | 10-11-6680 SCHOOLS & TRAINING | 1 |
| | | | | INVOICE TOTAL | 205.00 | | | |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST | GL ACCOUNT | CK SQ |
|---------------|------|----------|--------------|--|----------------|------|--|-------|
| VENDOR TOTAL | | | | | 205.00 | | | |
| 021815 | 1 | 2/25/15 | 2/18/15 | 215 NEOPOST USA INC POSTAGE | 54.93 | 10 | 10-11-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 2 | | | POSTAGE | 8.64 | 10 | 10-22-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 3 | | | POSTAGE | 69.06 | 10 | 10-25-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 4 | | | POSTAGE | 34.65 | 25 | 25-32-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 5 | | | POSTAGE | 48.85 | 10 | 10-21-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 6 | | | POSTAGE | 29.14 | 30 | 30-30-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 7 | | | POSTAGE | 10.93 | 25 | 25-31-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 8 | | | POSTAGE | 130.26 | 10 | 10-11-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 9 | | | POSTAGE | 50.65 | 40 | 40-11-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 10 | | | POSTAGE | 14.63 | 10 | 10-14-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| | 11 | | | POSTAGE | 148.26 | 10 | 10-15-6550 POSTAGE - COPY EXPENSE MANUAL CHK# 11222207 2/18/15 | 1 |
| INVOICE TOTAL | | | | | 600.00 | | | |
| VENDOR TOTAL | | | | | 600.00 | | | |
| 12015A | 1 | 2/25/15 | 1/20/15 | 43 PC ALLIANCE LABOR-PATROL PRINTER ISS | 281.25 | 61 | 61-21-6075 COMPUTER & SOFTWARE | 1 |
| | 2 | | | LABOR-VIDEO RECORDER PC | 225.00 | 61 | 61-21-6075 COMPUTER & SOFTWARE | 1 |
| | 3 | | | LABOR-DISPATCH TEXT SETU | 318.75 | 61 | 61-21-6075 COMPUTER & SOFTWARE | 1 |
| | 4 | | | 2 ASUS MONITORS WITH SPE | 259.90 | 61 | 61-21-6075 COMPUTER & SOFTWARE | 1 |
| INVOICE TOTAL | | | | | 1,084.90 | | | |
| 123114B | 1 | 2/25/15 | 12/31/14 | LABOR-PLOTTER | 75.00 | 10 | 10-14-6560 PROFESSIONAL SERVICES | 1 |
| | 2 | | | LABOR-YEAR END SERVER BA | 468.75 | 10 | 10-15-6560 | 1 |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST | GL ACCOUNT | CK SQ |
|----------|------|----------|--------------|--|----------------|------|--|-------|
| | 3 | | | CREDIT CARD RESEARCH | 225.00 | 30 | PROFESSIONAL SERVICES 30-30-6560 PROFESSIONAL SERVICES | 1 |
| | | | | INVOICE TOTAL | 768.75 | | | |
| 21215B | 1 | 2/25/15 | 2/12/15 | LABOR | 75.00 | 10 | 10-51-6560 PROFESSIONAL SERVICES | 1 |
| | 2 | | | SURGE ARRESTOR | 79.99 | 10 | 10-51-6560 PROFESSIONAL SERVICES | 1 |
| | 3 | | | 3 PRONG GROUNDING CHUCK | 4.99 | 10 | 10-51-6560 PROFESSIONAL SERVICES | 1 |
| | | | | INVOICE TOTAL | 159.98 | | | |
| | | | | VENDOR TOTAL | 2,013.63 | | | |
| 1241493 | 1 | 2/25/15 | 2/05/15 | 185 QUILL CORPORATION TONER | 64.61 | 10 | 10-11-6700 SUPPLIES - OFFICE | 1 |
| | 2 | | | TONER | 60.80 | 10 | 10-14-6700 SUPPLIES - OFFICE | 1 |
| | 3 | | | RECYCLED COPY PAPER | 10.06 | 30 | 30-30-6700 SUPPLIES - OFFICE | 1 |
| | | | | INVOICE TOTAL | 135.47 | | | |
| 1503520 | 1 | 2/25/15 | 2/13/15 | MAGENTA TONER | 83.10 | 10 | 10-11-6700 SUPPLIES - OFFICE | 1 |
| | | | | INVOICE TOTAL | 83.10 | | | |
| 1555070 | 1 | 2/25/15 | 2/17/15 | OFFICE CHAIR | 215.11 | 10 | 10-11-6500 OFFICE EQUIPMENT | 1 |
| | | | | INVOICE TOTAL | 215.11 | | | |
| | | | | VENDOR TOTAL | 433.68 | | | |
| 021815 | 1 | 2/25/15 | 2/18/15 | 704 RANDEE S. STEMMONS MUNICIPAL JUDGE SERVICES | 700.00 | 10 | 10-25-6560 PROFESSIONAL SERVICES-GENERAL | 1 |
| | | | | INVOICE TOTAL | 700.00 | | | |
| | | | | VENDOR TOTAL | 700.00 | | | |
| 1 | 1 | 2/25/15 | 2/13/15 | 864 ROSETTA CONSTRUCTION LLC INTERCEPTOR SEWER CONSTR | 233,708.29 | 30 | 30-30-7006 CITY MATCH INTERCEPTOR | 1 |
| | 2 | | | INTERCEPTOR SEWER CONSTR | 233,708.29 | 30 | 30-30-7009 INTERCEPTOR GRANT EXPENSE | 1 |
| | | | | INVOICE TOTAL | 467,416.58 | | | |
| | | | | VENDOR TOTAL | 467,416.58 | | | |
| 11951 | 1 | 2/25/15 | 2/11/15 | 682 SQUIBB MEDIA LLC CEMETERY MOWER BID | 10.23 | 10 | 10-51-6000 ADVERTISING | 1 |
| | | | | INVOICE TOTAL | 10.23 | | | |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST | GL ACCOUNT | CK SQ |
|----------------------|------|----------|--------------|--|---------------------|------|---|-------|
| VENDOR TOTAL | | | | | 10.23 | | | |
| S2741743-0 | 1 | 2/25/15 | 1/30/15 | 243 SUPERIOR LAMP INC BULBS FOR STREET LIGHTS | 448.08 | 25 | 25-31-6710 SUPPLIES - OPERATING | 1 |
| | 2 | | | FREIGHT | 27.93 | 25 | 25-31-6560 PROFESSIONAL SERVICES | 1 |
| INVOICE TOTAL | | | | | 476.01 | | | |
| S2741744-0 | 1 | 2/25/15 | 1/28/15 | BULBS-SHOP | 478.56 | 25 | 25-31-6606 REPAIR & MAINT-BLDG & GRD | 1 |
| INVOICE TOTAL | | | | | 478.56 | | | |
| VENDOR TOTAL | | | | | 954.57 | | | |
| 021815 | 1 | 2/25/15 | 2/18/15 | 59 UMB BANK 2001C SRF LOAN PAYMENT | 14,166.67 | 30 | 30-30-8000 PRINCIPAL PAYMENT | 1 |
| | 2 | | | 2001C SRF LOAN PAYMENT | 2,150.73 | 30 | MANUAL CHK# 11222206 2/25/15 30-30-8100 INTEREST ON BONDS MANUAL CHK# 11222206 2/25/15 | 1 |
| INVOICE TOTAL | | | | | 16,317.40 | | | |
| VENDOR TOTAL | | | | | 16,317.40 | | | |
| EXT0007911 | 1 | 2/25/15 | 1/30/15 | 506 UNIV OF MO-COLUMBIA AR WINTER FIRE SCHOOL WEBCA SITE LICENSE FEE | 600.00 | 10 | 10-22-6680 SCHOOLS & TRAINING | 1 |
| INVOICE TOTAL | | | | | 600.00 | | | |
| VENDOR TOTAL | | | | | 600.00 | | | |
| 551958 | 1 | 2/25/15 | 1/26/15 | 242 USA BLUE BOOK PH BUFFER SOLUTION | 53.34 | 30 | 30-30-6710 SUPPLIES - OPERATING | 1 |
| INVOICE TOTAL | | | | | 53.34 | | | |
| VENDOR TOTAL | | | | | 53.34 | | | |
| OPERATING 1010 TOTAL | | | | | 510,456.71 | | | |
| | | | | | TOTAL MANUAL CHECKS | | .00 | |
| | | | | | TOTAL E-PAYMENTS | | 16,917.40 | |
| | | | | | TOTAL PURCH CARDS | | .00 | |
| | | | | | TOTAL ACH PAYMENTS | | .00 | |
| | | | | | TOTAL OPEN PAYMENTS | | 493,539.31 | |
| | | | | | GRAND TOTALS | | 510,456.71 | |



City of Aurora

PAID EXPENSES
FEB 2015

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST GL ACCOUNT | CK SQ |
|----------|------|----------|--------------|------------------------|----------------|-------------------------------------|-------|
| ----- | | | | | | | |
| | | | | OPERATING 1010 | | | |
| | | | | 289 CARD SERVICES | | | |
| 010915 | 1 | 2/19/15 | 1/09/15 | MEALS-L.E.T.S TRAINING | 35.00 | 10 10-21-6680 SCHOOLS & TRAINING | 1 |
| | | | | INVOICE TOTAL | 35.00 | | |
| | | | | VENDOR TOTAL | 35.00 | | |
| | | | | OPERATING 1010 TOTAL | 35.00 | | |
| | | | | TOTAL MANUAL CHECKS | .00 | | |
| | | | | TOTAL E-PAYMENTS | .00 | | |
| | | | | TOTAL PURCH CARDS | .00 | | |
| | | | | TOTAL ACH PAYMENTS | .00 | | |
| | | | | TOTAL OPEN PAYMENTS | 35.00 | | |
| | | | | GRAND TOTALS | 35.00 | | |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST GL ACCOUNT | CK SQ |
|----------|------|----------|--------------|--|----------------|--|-------|
| | | | | OPERATING 1010 | | | |
| 021815 | 1 | 2/18/15 | 2/18/15 | 106 FAMILY SUPPORT PAYMENT CENTER CHILD SUPPORT | 309.00 | 1051 10-02-2151 ACCRUED CHILD SUPPORT | 1 |
| | 2 | | | CHILD SUPPORT | 75.00 | 1051 10-02-2151 ACCRUED CHILD SUPPORT | 1 |
| | | | | INVOICE TOTAL | 384.00 | | |
| | | | | VENDOR TOTAL | 384.00 | | |
| | | | | OPERATING 1010 TOTAL | 384.00 | | |
| | | | | TOTAL MANUAL CHECKS | .00 | | |
| | | | | TOTAL E-PAYMENTS | .00 | | |
| | | | | TOTAL PURCH CARDS | .00 | | |
| | | | | TOTAL ACH PAYMENTS | .00 | | |
| | | | | TOTAL OPEN PAYMENTS | 384.00 | | |
| | | | | GRAND TOTALS | 384.00 | | |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST GL ACCOUNT | CK SQ |
|----------|------|----------|--------------|-------------------------------|----------------|----------------------|-------|
| ----- | | | | | | | |
| | | | | OPERATING 1010 | | | |
| | | | | 157 LAWRENCE CO CIRCUIT CLERK | | | |
| 021815 | 1 | 2/18/15 | 2/18/15 | GARNISHMENT | 118.63 | 1052 10-02-2152 | 1 |
| | | | | | | ACCRUED GARNISHMENTS | |
| | | | | INVOICE TOTAL | 118.63 | | |
| | | | | VENDOR TOTAL | 118.63 | | |
| | | | | OPERATING 1010 TOTAL | 118.63 | | |
| | | | | TOTAL MANUAL CHECKS | .00 | | |
| | | | | TOTAL E-PAYMENTS | .00 | | |
| | | | | TOTAL PURCH CARDS | .00 | | |
| | | | | TOTAL ACH PAYMENTS | .00 | | |
| | | | | TOTAL OPEN PAYMENTS | 118.63 | | |
| | | | | GRAND TOTALS | 118.63 | | |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST | GL ACCOUNT | CK SQ |
|---------------------------------|------|----------|--------------|--|----------------|------|--------------------------------|-------|
| OPERATING 1010 | | | | | | | | |
| 2611 | 1 | 2/13/15 | 2/11/15 | 64 BARRY COUNTY ASSOCIATE COURT CASH BOND | 150.00 | 10 | 10-02-2189 MUNI COURT BONDS | 1 |
| | | | | INVOICE TOTAL | 150.00 | | | |
| 2612 | 1 | 2/13/15 | 2/11/15 | CASH BOND | 500.00 | 10 | 10-02-2189 MUNI COURT BONDS | 2 |
| | | | | INVOICE TOTAL | 500.00 | | | |
| | | | | VENDOR TOTAL | 650.00 | | | |
| 79 LAWRENCE COUNTY ASSOC COURT | | | | | | | | |
| 2610 | 1 | 2/13/15 | 2/11/15 | CASH BOND | 150.00 | 10 | 10-02-2189 MUNI COURT BONDS | 1 |
| | | | | INVOICE TOTAL | 150.00 | | | |
| 2609 | 1 | 2/13/15 | 2/11/15 | CASH BOND | 100.00 | 10 | 10-02-2189 MUNI COURT BONDS | 2 |
| | | | | INVOICE TOTAL | 100.00 | | | |
| | | | | VENDOR TOTAL | 250.00 | | | |
| 329 SPRINGFIELD MUNICIPAL COURT | | | | | | | | |
| 2613 | 1 | 2/13/15 | 2/11/15 | CASH BOND | 1,000.00 | 10 | 10-02-2189 MUNI COURT BONDS | 1 |
| | | | | INVOICE TOTAL | 1,000.00 | | | |
| | | | | VENDOR TOTAL | 1,000.00 | | | |
| | | | | OPERATING 1010 TOTAL | 1,900.00 | | | |
| | | | | TOTAL MANUAL CHECKS | .00 | | | |
| | | | | TOTAL E-PAYMENTS | .00 | | | |
| | | | | TOTAL PURCH CARDS | .00 | | | |
| | | | | TOTAL ACH PAYMENTS | .00 | | | |
| | | | | TOTAL OPEN PAYMENTS | 1,900.00 | | | |
| | | | | GRAND TOTALS | 1,900.00 | | | |

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Public Comment

Agenda No. VI

AGENDA ITEM DESCRIPTION

Public Comment

NOTES:

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Council Forum

Agenda No. VII

AGENDA ITEM DESCRIPTION

Council Forum

NOTES:

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Old Business

Agenda No. VIII OLD BUSINESS

AGENDA ITEM DESCRIPTION

None

NOTES:

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Resolution No. 2015-1393

Agenda No. IX (A) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2015-1393
A Resolution authorizing the Mayor to execute a contract with the Lamar Companies for a billboard on I44

NOTES: Then vinyl on this board has been in place for two years come May. If council wishes to change the design it will cost an additional \$648. The billboard increases 5% annually showing a \$26 dollar increase in price.

RESOLUTION NO. 2015-1393

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH THE LAMAR COMPANIES**

WHEREAS, the city contracts with the Lamar Companies for a billboard on I-44 advertising Aurora; and

WHEREAS, the contract is up for renewal on 03-16/-2015 with a renewal period of 03/16/2015 to 03/13/16; and

WHEREAS, the renewal rate for the contract will be \$224.00 per month for twelve months; and

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

Section 1. The Mayor is hereby authorized to execute the contract with The Lamar Companies for a twelve month period ending on 03-13-2016.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 24th DAY OF FEBRUARY, 2015.

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

Springfield
 3121 E. Elm
 Springfield, MO 65802
 Phone: 417-862-3778
 Fax: 417-862-9781



Date: 1/29/2015
 New/Renewal: RENEWAL

CONTRACT # 2324859

| CONTRACTED DIRECTLY BY ADVERTISER | |
|-----------------------------------|-----------------------|
| Customer # | 102121-0 |
| Name | CITY OF AURORA |
| Address | P.O. BOX 30 |
| City/State/Zip | AURORA, MO 65605-0030 |
| Contact | KATHIE NEEDHAM |
| Email Address | |
| Phone # | (417) 678-5121 |
| Fax # | |
| P.O./ Reference # | |
| Advertiser/Product | CITY OF AURORA |
| Campaign | |

| Space | | | | | | | | | | |
|--------------------|----------------------|--------------------------------|-------|--------------------|-----------------|------|-------------------|------------------------------|----------------------|------------|
| # of Panels: 1 | | | | | | | | Billing Cycle: Every 4 weeks | | |
| Panel # TAB ID | Market | Location | Illum | Media Type | Size | Misc | Service Dates | # Billing Periods | Invest Per Period | Cost |
| 4030 589591 | 230-MT VERNON, MO | S/S 1-44 1 MI W/O MO 39 F/W | No | Junior Bulletin | 12' 0" x 24' 0" | | 03/16/15-03/13/16 | 13 | \$224.00 | \$2,912.00 |
| Total Space Costs: | | | | | | | | | | \$2,912.00 |

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Advertising Director (Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

| | |
|------------|--------------------|
| Customer: | CITY OF AURORA |
| Signature: | (signature above) |
| Name: | (print name above) |
| Date: | (date above) |

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE

GENERAL MANAGER

DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

Springfield
3121 E. Elm
Springfield, MO 65802
Phone: 417-862-3778
Fax: 417-862-9781



Date: 1/29/2015
New/Renewal: RENEWAL

CONTRACT # 2324859

3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.

4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.

5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.

7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.

8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.

9. **Installation Lead Time:** A leeway of five (5) working days from the Initial Service Date is required to complete the installation of all non-digital displays.

10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Airport Board

Agenda Item: First Reading of Bill No. 2015-3024

Agenda No. IX (B) NEW BUSINESS

AGENDA ITEM DESCRIPTION

First Reading of Bill No. 2015-3024
An Ordinance to authorize the Mayor to execute Amendment No. 1 on Airport
Project 13-091B-3 for demolition

NOTES:

Bill No. 2015-3024

ORDINANCE NO. 2015-3024

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE AMENDMENT NO. 1
ON AIRPORT PROJECT 13-091B-3 FOR DEMOLITION**

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Aurora Amendment No. 1 with the Missouri Highways and Transportation Commission in the amount of \$51,294 of the Airport's 2012 non-primary entitlement to cover the construction and construction inspection costs for the project 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 24TH DAY OF FEBRUARY, 2015.**

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

CCO Form: AC10-A
Approved: 05/94 (MLH)
Revised: 12/12 (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

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

AMENDMENT #1

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on August 11, 2014, and executed by the Commission on September 2, 2014 (hereinafter, "Original Agreement"), under which the Commission granted the sum not to exceed Twenty Thousand Nine Hundred Fifty-One Dollars (\$20,951) to the Sponsor to assist with Demolition in North Runway Protection Zone and West Building Restriction Line; and

WHEREAS, the Commission previously approved funds for Demolition in North Runway Protection Zone and West Building Restriction Line.

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Demolition in North Runway Protection Zone and West Building Restriction Line.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Demolition in North Runway Protection Zone and West Building Restriction Line.

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

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Fifty-One Thousand Two Hundred Ninety-Four Dollars (\$51,294) for Demolition in North Runway Protection Zone and West Building Restriction Line subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Five Thousand Seven Hundred Dollars (\$5,700) toward the project in addition to those

previously committed by the Sponsor in the Original Agreement.

(B) The project will be carried out in accordance with the attached grant assurances (Exhibit 1).

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before April 1, 2015, or such subsequent date as may be prescribed in writing by the Commission.

(D) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

[Remainder of Page is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last 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 _____

Title _____

Title _____

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

(if applicable)

Ordinance No. _____

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 that 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.

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)
- DBE Documentation – Final Construction Report

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)
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. (effective May 2013)
- 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 owners 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 - Overview
- 120 - Checklists for Typical AIP Funded Projects
- 130 - Sponsor Eligibility
- 140 - Project Eligibility
- 150 - AIP Obligations
- 160 - FAA Standards
- 170 - Non-Primary Entitlement Funds

200 - Civil Rights

- 210 - DBE Overview
- 220 - DBE Program Submittal Information
- 230 - DBE Goals
- 240 - Good Faith Efforts
- 250 - DBE Contract Provisions
- 260 - DBE Reporting Requirements
- 270 - Identifying DBE Fraud

300 - Procurement of Professional Services

- 310 - Procurement Requirements and Standards for A/E Services
- 320 - Roles and Responsibilities
- 330 - Selection Guide
- 340 - Contract Establishment
- 350 - Acquiring a Surveyor for AGIS

400 - Procurement

- 410 - Procurement Standards - §18.36(b)
- 420 - Competition - §18.36(c)
- 430 - Procurement Methods - §18.36(d)
- 440 - Small & Minority Firms & Womens Business Enterprises - §18.36(e)
- 450 - Cost and Price Analysis - §18.36(f)
- 460 - FAA Review of Procurement Documents - §18.36(g)
- 470 - Bond Requirements - §18.36(h)
- 480 - Federal Provisions - §18.36(i)
- 490 - Buy American Preferences - Title 49 USC 501

500 - Airport Planning

- 510 - National Plan of Integrated Airport Systems (NPIAS)
- 515 - Master Plans
- 520 - Airport Layout Plans
- 530 - Environmental Review
- 540 - Airport Site Investigations
- 550 - Runway Protection Zones
- 560 - Airport Property Interests
- 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 Initiation
- 720 - Project Application
- 730 - Sponsor Assurances
- 740 - Drug Free Workplace Requirements
- 750 - Title VI Assurance
- 760 - Executing the Grant Offer

800 - Sponsor Certification

900 - Project Design Development Projects

- 910 - Predesign Conference
- 920 - Engineer's Design Report
- 930 - Plans and Specifications
- 940 - Regional Approved Modifications to AC 150/5370-10
- 950 - Sponsor Modifications of FAA Standards
- 960 - Operational Safety on Airport During Construction

1000 - Construction Phase

- 1010 - Bidding
- 1020 - Contract Award

- | | |
|---|--------------------------------------|
| 1030 - Construction Observation Program | 1430 - Construction Force Account |
| 1040 - Preconstruction Conference | |
| 1050 - Notice-to-Proceed | 1500 - Grant Payments |
| 1060 - Labor Provisions | 1510 - DELPHI eInvoicing System |
| 1070 - Inspections | 1520 - Making the Grant Drawdown |
| 1080 - Contract Modifications | 1530 - Invoice Summary |
| | 1540 - Financial Reports |
| 1100 - Runway Commissioning | 1550 - Payment History |
| 1110 - Airports Geographic Information Systems (AGIS) | 1560 - Improper Payments |
| 1120 - Revising Airport Aeronautical Information | 1600 - Grant Closeout |
| 1130 - Runway Commissioning Data | 1610 - Development Project Closeout |
| 1140 - Commissioning of Non-Federal VGSI | 1620 - Equipment Project Closeout |
| | 1630 - Grant Amendment |
| 1200 - Equipment Projects | 1640 - Planning Grant Closeout |
| 1210 - Federal Provisions | |
| 1220 - Sample Bid Documents | 1700 - Post Grant Obligations |
| | 1710 - Record Keeping |
| 1300 - Airport Land Acquisition | 1720 - Audit Requirements |
| 1310 - Environmental Site Assessment | 1730 - Financial Reports |
| 1320 - Satisfactory Evidence of Good Title | 1740 - Compliance |
| | 1750 - Pavement Maintenance |
| 1400 - Sponsor Force Accounts | 1760 - Release of Airport Property |
| 1410 - Force Account Overview | |
| 1420 - Force Account Engineering Services | |

For further information, please contact:

FAA ACE-60901 Locust
 Kansas City, Mo 64106-2325
 (816) 329-2600

Updated: July 18, 2014



ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

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. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

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. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

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 promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

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 _____ (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.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated;
and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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

Updated March 20, 2014

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 Changes 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 Change 1 | 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 (ARFF) Vehicles |
| 150/5220-16D | Automated Weather Observing Systems (AWOS) for Non-Federal Applications |

| | |
|---------------------------|--|
| 150/5220-17B | Aircraft Rescue and Fire Fighting (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 Systems |
| 150/5220-26 Change 1 | 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 Change 1 | Airport Design |
| 150/5300-14C | 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 Change 1 | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 105/5320-5D | Surface Drainage Design |
| 150/5320-6E | Airport Pavement Design and Evaluation |
| 150/5320-12C | 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 |
| 150/5335-5C | Standardized Method of Reporting Airport Pavement Strength-PCN (Draft approved for use) |
| 150/5340-1L | Standards for Airport Markings |
| 150/5340-5D | 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 the Control of Airport Lighting |
| 150/5345-5B | Circuit Selector Switch |
| 150/5345-7F | 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 Beacons |
| 150/5345-13B | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D | FAA Specification for L-823 Plug and Receptacle, Cable Connectors |
| 150/5345-27E | 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 (GVGI) |
| 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) |
| 150/5360-12F | 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 | 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 Pavements |
| 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 |
| 150/5395-1A | Seaplane Bases |
| FAA | 910 - Predesign Conference |
| FAA | 920 – Engineer’s Design Report |
| FAA | 940 – Regional Approved Modifications to AC 150/5370-10 |
| FAA | 950 – Sponsor Modifications of 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.

AGENDA
JERRY SUMNERS SR.
AURORA MUNICIPAL AIRPORT

REGULAR SESSION MINUTES
CITY HALL COUNCIL CHAMBERS
WEDNESDAY
FEBRUARY 11, 2015 5:30 P.M.

I. CALL TO ORDER:

Chairman McRoberts called the meeting to order. Time noted was approximately 5:32 p.m.

II. ROLL CALL:

| | |
|--------------------|-------------------------------------|
| Chairman: | Ike McRoberts |
| Vice Chairman: | Darrin Barton -arrived at 5:37 p.m. |
| Board Member: | Donald Francisco |
| Board Member: | Dwayne Gandy -noted absent |
| Board Member: | Bill Lewis |
| Board Member: | Richard Werner |
| Non-Resident Seat: | Eddie Breeding |

Others in Attendance: FBO Justin Richmond, Council Liaison Rosemary Henderson, Airport Administrator Donna Elery

III. APPROVAL OF MEETING MINUTES

- A. Approval of the Meeting Minutes of September 10, 2014
- B. Approval of the Meeting Minutes of October 29, 2014
- C. Approval of the Meeting Minutes of January 7, 2015

Vice Chairman Barton made a motion to approve the meeting minutes of September 10, 2014, October 29, 2014 and January 7, 2015 as submitted. Board Member Francisco seconded the motion. All Members present voted in favor of the motion.

IV. OLD BUSINESS

- A. Review Bids for Runway Lighting Repairs and Make Recommendation to City Council
Only one bid from Linco Electric was received. Several attempts were made to obtain bids from 2 other contractors without success. Board Member Francisco made a motion to make a recommendation to City Council to approve the bid for Linco Electric for the repair of the runway lighting. Board Member Breeding seconded the motion. All Members present voted in favor of the motion.

V. NEW BUSINESS

- A. Consideration of Lochner Invoice 9454-8 (Demolition) and Make Recommendation to City Council
(See motion below under item V(C))

B. Review Grant Amendment for Demolition Project 13-091B-3 and Make Recommendation to City Council

Board Member Breeding made a motion to make a recommendation to City Council to approve the grant amendment for Demolition Project 10-091B-3. Board Member Francisco seconded the motion. All Members present voted in favor of the motion.

C. Consideration of Lochner Invoice 9454-9 (Demolition) and Make Recommendation to City Council

Board Member Lewis made a motion to make a recommendation to City Council to approve payment for Lochner Invoices 9454-8 and 9454-9 for the demolition project. Board Member Francisco seconded the motion. All Members present voted in favor of the motion.

D. Consideration of Lochner Invoice 9343-11 (AGIS/ALP) and Make Recommendation to City Council

Board Member Francisco made a motion to make a recommendation to City Council to approve payment of Lochner Invoice 9343-11 for the AGIS/ALP project. Board Member Lewis seconded the motion. All Members present voted in favor of the motion.

VI. STAFF REPORTS

A. Revenue and Expense Report

No discussion was held on this item.

B. FBO Report

FBO Richmond provided the Board Activity Recap through 12-31-2014 and Gross Sales History. The report is attached hereto, incorporated herein, in reference by as "Exhibit A"

VII. CORRESPONDENCE

None

VIII. AUDIENCE PARTICIPATION

None

IX. ADJOURNMENT

Board Member Lewis made a motion to adjourn. Board Member Francisco seconded the motion. All Members present voted in favor of the motion. Time noted was approximately 5:50 p.m.

Airport Administrator Donna Elery

Chairman Ike McRoberts

Approved: _____

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Airport Board

Agenda Item: Second and Final Reading of Bill No. 2015-3024

Agenda No. IX (C) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Second and Final Reading of Bill No. 2015-3024 making Ord. No. 2015-3024
An Ordinance to authorize the Mayor to execute Amendment No. 1 on Airport
Project 13-091B-3 for demolition

NOTES:

Bill No. 2015-3024

ORDINANCE NO. 2015-3024

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE AMENDMENT NO. 1
ON AIRPORT PROJECT 13-091B-3 FOR DEMOLITION**

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Aurora Amendment No. 1 with the Missouri Highways and Transportation Commission in the amount of \$51,294 of the Airport's 2012 non-primary entitlement to cover the construction and construction inspection costs for the project 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 24TH DAY OF FEBRUARY, 2015.**

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Public Works Superintendent

Agenda Item: Resolution No. 2015-1394

Agenda No. IX (D) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2015-1394

A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to execute an agreement for the purchase of a 35 H.P. Diesel Mower for the Cemetery

NOTES:

RESOLUTION 2015-1394

A RESOLUTION OF THE CITY OF AURORA, MISSOURI AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 35 H.P. DIESEL MOWER FOR THE CEMETERY

WHEREAS, the Public Works Superintendent is requesting to purchase a 35 h.p. diesel mower for the Cemetery; and

WHEREAS, on February 6, 2015 bids were advertised and sent to Town and Country Power Center, Nix Hardware and Seed Co., Ozark Power Center and A&R Sales Co. Inc. and S&H Farm Supply; and

WHEREAS, on February 16, 2015 one (1) bid was received in the City Clerk's office from S&H Farm Supply by the stated date and time; and

WHEREAS, Public Works Superintendent Steve Woods after reviewing the bid proposal is recommending the bid be awarded to S&H Farm Supply for \$12,974; and

WHEREAS, on February 24, 2015 City Council reviewed the bid proposal and awarded the bid to the S&H Farm Supply for the purchase and delivery of a 35 horsepower, hydrostatic diesel mid mount mower; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, that the Mayor is authorized and directed to execute an agreement with S&H Farm Supply for the purchase and delivery of a 35 horsepower hydrostatic diesel mid mount mower for the purchase price of \$12,974.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 24th DAY OF FEBRUARY 2015.

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

To: Aurora City Council
CC: City Manager
From: Steve Woods, City of Aurora Public Works Director
Kendall Haley, City of Aurora Public Works Mechanic
Re: Cemetery Mower Bids

After reviewing the bids and specification sheets for a new mid-mount mower for the Cemetery Department, we have determined that only one bidder could meet all of the specs set forth in the bid packet. S&H Farm Supply came in with the only bid due to the fact that the other competitors could not meet the horsepower specifications that were specified. S&H bid the Bad Boy Commercial Mower with a horsepower rating of 35 hp. After visiting with other mower dealers in the area, the other mower manufacturers could only produce a 25 hp diesel to compete with Bad Boy's 35 hp Caterpillar diesel due to government regulations on small diesel engines that have come into effect. Bad Boy is able to continue producing the 35 hp mower til their quantities of 35 hp engines is depleted.

Bad Boy has an outstanding reputation for being a superior mower in not only the residential but the commercial applications as well. Their mowing decks are made of full 1/4 inch steel, a leader in the industry. And with the addition of the Caterpillar diesel engine, of which no other company supplies, makes this mower an excellent choice for cemetery service.

Therefore, with all this being said, we believe it would be in the best interest of the City of Aurora to accept the bid from S&H Farm Supply to purchase the 35 hp Bad Boy mower.

Respectfully,



Steve Woods
Director
City of Aurora Public Works



Kendall Haley
Mechanic
City of Aurora Public Works

BID PROPOSAL

The following forms must be submitted in a sealed envelope marked "Cemetery Mower Bid". Faxed bids will not be accepted.

Name of Bidder: S&H FARM SUPPLY

Address of Bidder: 6959 U.S. Hwy 60 EAST
Rogersville, MO 65742

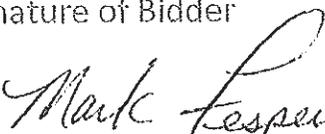
Bid proposal: To furnish one (1) mid-mount mower meeting the attached specifications to the City of Aurora within the specified time.

Mower is to be delivered complete and fully operational with all accessory installations conforming to industry standards.

It is understood that the price quoted on the attached sheet includes all fees and delivery costs.

The undersigned acknowledges the authority of the City of Aurora to declare vendors who default on their quotations within 30 days of the bid opening as irresponsible bidders and to disqualify those vendors from receiving business from the City of Aurora for a stated period of time.

Signature of Bidder

By: 
MARK FESPERMAN
Title: SALESMAN

Date: 2/2/2015

CITY OF AURORA
SPECIFICATIONS FOR ONE (1) MIDMOUNT MOWER

These specifications are for one (1) complete unit consisting of the following listed items. Unit is to be delivered complete and fully operational with all accessory installations conforming to industry standards.

NOTE: CITY WILL REVIEW ALL SUBMITTED BIDS. BIDDER MUST PROVIDE DETAILED SPECIFICATIONS OF PROPOSAL.

- | | | | |
|----|---------------|-----------------|----------|
| 1. | ENGINE: | 35 HP DIESEL | <u>X</u> |
| 2. | TRANSMISSION: | HYDROSTATIC | <u>X</u> |
| 3. | DECK: | 61" MOWING DECK | <u>X</u> |
| 4. | TIRES: | TURF TYPE | <u>X</u> |
| 5. | STYLE: | MIDMOUNT | <u>X</u> |

BID PRICE TO INCLUDE ALL DESTINATION AND SHIPPING CHARGES FOB TO THE CITY OF AURORA

BID PRICE FOR ONE (1) MOWER AS SPECIFIED \$ 12,974.⁰⁰
Bidding BAD BOY AOS DIESEL SERIES MOWER
APPROXIMATE DATE OF DELIVERY AFTER NOTIFICATION OF BID
AWARD: 15 WORKING DAYS

REQUEST FOR BID

City of Aurora

FROM: City of Aurora
City Clerk's Office
2 W Pleasant
P.O. Box30
Aurora, MO 65605
Telephone: (417) 678-5121 Ext. 23

Date: 1/29/15

DUE DATE: 2/17/15
Buyer: Steve Woods
Telephone: 417-678-4460

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY CLERK'S OFFICE PRIOR TO 2:00 P.M. ON MONDAY, FEBRUARY 16, 2015.

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.
- Affidavit of Federal Work Authorization must be submitted with bid.
- FAXED BIDS WILL NOT BE ACCEPTED.

PURCHASE OF ONE DIESEL POWERED THIRTY-FIVE H.P. MID-MOUNT MOWER WITH 61 INCH MOWING DECK

See attached Instructions, General Conditions, Specifications, and Bid Form for detailed information

DELIVERY F.O.B. DESTINATION

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 sub mission 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
For Purchases Bid

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 ins 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 thought 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 esq. 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 it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

19. **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 PROPOSAL

The following forms must be submitted in a sealed envelope marked "Cemetery Mower Bid". Faxed bids will not be accepted.

Name of Bidder:

Address of Bidder:

Bid proposal: To furnish one (1) mid-mount mower meeting the attached specifications to the City of Aurora within the specified time.

Mower is to be delivered complete and fully operational with all accessory installations conforming to industry standards.

It is understood that the price quoted on the attached sheet includes all fees and delivery costs.

The undersigned acknowledges the authority of the City of Aurora to declare vendors who default on their quotations within 30 days of the bid opening as irresponsible bidders and to disqualify those vendors from receiving business from the City of Aurora for a stated period of time.

Signature of Bidder

By:

Title:

Date:

CITY OF AURORA
SPECIFICATIONS FOR ONE (1) MIDMOUNT MOWER

These specifications are for one (1) complete unit consisting of the following listed items. Unit is to be delivered complete and fully operational with all accessory installations conforming to industry standards.

NOTE: CITY WILL REVIEW ALL SUBMITTED BIDS. BIDDER MUST PROVIDE DETAILED SPECIFICATIONS OF PROPOSAL.

- 1. ENGINE: 35 HP DIESEL _____
- 2. TRANSMISSION: HYDROSTATIC _____
- 3. DECK: 61" MOWING DECK _____
- 4. TIRES: TURF TYPE _____
- 5. STYLE: MIDMOUNT _____

BID PRICE TO INCLUDE ALL DESTINATION AND SHIPPING CHARGES FOB TO THE CITY OF AURORA

BID PRICE FOR ONE (1) MOWER AS SPECIFIED \$ _____

APPROXIMATE DATE OF DELIVERY AFTER NOTIFICATION OF BID AWARD: _____

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Approval to change Section 130.050

Agenda No. IX (E) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Consideration/Approval to change Section 130.050 "Employee and Employer Contributions" of the Personnel Policy

NOTES:

SECTION 130.050: EMPLOYEE AND EMPLOYER CONTRIBUTIONS

A. The City Council on behalf of the City of Aurora, an employer under the Missouri Local Government Employees Retirement System (LAGERS), hereby elects to adopt a change in the contributions from covered employees, changing to the requirement of no contributions for covered employees in accordance with the provisions of Sections 70.705(6) and 70.730, RSMo., as amended.

B. All eligible employees of the City shall be members of the Missouri Local Government Employees Retirement System and shall be subject to all laws and supplemental regulations governing such membership. After completion of probation, full-time employees or employees who work at least fifteen hundred (1,500) hours per year are automatically placed on the Retirement System. A member wishing to retire must file his application for retirement at least thirty (30) days, but no more than ninety (90) days, from the date it is to be effective. All LAGERS retirements are effective the first (1st) day of the month and all retirement checks are mailed from the LAGERS office in Jefferson City on the first (1st) working day of the month for that month.

C. The City of Aurora hereby adopts a change in the method of determining a member employee's final average salary, changing to a thirty-six (36) consecutive month period for determining a member employee's final average salary in accordance with Sections 70.600 and 70.656, RSMo., 1994, as amended by RSMo. 1998 supplement.

D. The City of Aurora hereby adopts a change in the benefit program of member employees, changing benefit program to L-7 (1.4%), L-12 (1.60%) (Code 1972, §24-18; CC 1988 §21-43; Ord. No. 95-2198 §1, 8-24-95; Ord. No. 99-2415 §§I-III, 12-28-99; Ord. No. 2002-2526 §1, 12-10-02) Ord. No. 2015-3020, 2-1-15

Comment [KN1]: Lager Plan Change to L-12 Plan. Effective 2-1-15

Editor's Note--The City Council of the City of Aurora, Missouri, on behalf of the City of Aurora, an employer under the Missouri Local Government Employees Retirement System, hereby elects to refund any and all accumulated member contributions resulting from employment with the City of Aurora, Missouri, in accordance with the provisions of Section 70.707, RSMo. (Ord. No. 98-2309 §1, 1-13-98)

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Approval to change Section 130.140

Agenda No. IX (F) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Consideration/Approval to change Section 130.140 "Insurance Coverage" of the Personnel Policy

NOTES:

SECTION 130.140: INSURANCE COVERAGE

A. Workmen's Compensation. It is the policy of the City to provide City employees who incur an on-the-job injury or work-related illness compensation payments in compliance with the Workers' Compensation Laws of the State of Missouri. The City will pay, as temporary total disability, that part of the employee's salary not covered by weekly compensation benefits. It is the duty of the employee to report all work-related injuries or illnesses, no matter how insignificant, to their department head immediately, or within at least twenty-four (24) hours of the occurrence.

B. Social Security. The City and employee contribute an amount in accordance with the Federal actuarially determined amounts. Participation begins immediately following initial employment.

C. Eligibility Requirements For Insurance Benefits. Any employee working in excess of fifteen hundred (1,500) hours per year shall be eligible for insurance benefits. Following initial eligibility insurance coverage becomes effective on the first (1st) day of the month following thirty (30) days of regular employment.

D. Health Insurance. The City will pay one hundred percent (100%) for the employee only health insurance premium, then fifty percent (50%) for the additional spouse or dependent children insurance premium and sixty percent (60%) for the additional family insurance premium, respectively, as the City's share of the health plan, per month.

E. Dental Insurance. The City will pay one hundred percent (100%) for the employee only dental insurance premium, and sixty percent (60%) for the additional family insurance premium, respectively, as the City's share of the dental plan, per month.

F. Life Insurance. The City will pay one hundred percent (100%) of the Life/AD&D insurance premium for an employee for an insured volume equivalent to one and one-half (1½) times the employee's annual base salary up to a maximum of one hundred thousand dollars (\$100,000.00) insured volume. The City will pay fifty percent (50%) of the premium for Basic Dependent Life/AD&D if the employee elects such coverage.

G. Reimbursement Program. ~~Beginning January 1, 2013 the City will reimburse to an employee a maximum of two hundred fifty dollars (\$250.00) annually for medical/dental deductibles with dates of service occurring in the same calendar year.~~

~~Eligible deductions, for reimbursement, are those incurred by the employee or his/her enrolled dependents that are covered under his/her medical/dental plan.~~

~~The Reimbursement Program is based on availability of funds through the annual budget and will be determined through the adoption of the proposed budget for the following calendar year.~~

Comment [KN1]: Section G is no longer applicable according to IRS Guidelines. It needs to be struck from the policy

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Approval to change Section 130.230

Agenda No. IX (G) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Consideration/Approval to change Section 130.230 "Qualifications for Employment" of the Personnel Policy

NOTES:

SECTION 130.230: QUALIFICATIONS FOR EMPLOYMENT

All new applicants for any position with the City shall meet the minimum qualifications for the position as set forth in the class description. Each applicant shall complete a job application form and a ~~medical history form~~. The applicant also shall successfully pass a physical examination and other tests when deemed necessary by the City Manager. (Ord. No. 83-1832, §3-2, 9-28-83; Ord. No. 85-1891, 7-8-85; CC 1988 §21-102)

Comment [SF1]: Are you asking about medical history for all positions? If so, you may be getting into private health information.

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Approval to change Section 130.320

Agenda No. IX (H) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Consideration/Approval to change Section 130.320 "Paydays" of the Personnel Policy

NOTES:

SECTION 130.320: PAYDAYS

City employees shall be paid every other Friday, with the time for the pay period ending on the preceding Sunday, beginning on Monday morning at 12:00 a.m. and ending at midnight on the following Sunday. (Ord. No. 83-1832, §4-5, 9-28-83; CC 1988 §21-125; Ord. No. 2012-2938 §1, 6-26-12)

Comment [SF1]: Need to define the exact work week that overtime will be counted for regular employees (not police department). For example, "the work week begins at 12:00am Sunday morning and ends at 11:59pm the following Saturday."

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Reports

Agenda No. X

AGENDA ITEM DESCRIPTION

REPORTS

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

NOTES:

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: CLOSED SESSION pursuant to 610.021 (1), (2)

Agenda No. XI

AGENDA ITEM DESCRIPTION

CLOSED SESSION pursuant to 610.021 (1), (2)

(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.

(2)

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

NOTES:

COMMUNICATION PAGE

Date: February 24, 2015

Presented By: Mayor

Agenda Item: Adjournment

Agenda No. XII

AGENDA ITEM DESCRIPTION

ADJOURNMENT

NOTES:

| | December | Jan-15 | |
|------------------------------|----------|--------|--|
| CALLS FOR SERVICE/DISPATCHED | 1226 | 1254 | |
| 911 CALLS | 422 | 378 | |
| CASES | 146 | 136 | |
| ARREST | 52 | 52 | |
| SUSPECTS | 28 | 23 | |
| VICTIMS | 112 | 67 | |
| | | | |
| TRAFFIC STOPS | 280 | 217 | |
| TRAFFIC CITATIONS | 81 | 64 | |
| TRAFFIC WARNINGS | 199 | 153 | |
| ASSIST OUTSIDE AGENCY | 12 | 22 | |
| | | | |
| TYPES OF CASES | | | |
| MURDER | 0 | 0 | |
| RAPE | 1 | 2 | |
| ROBBERY | 1 | 0 | |
| ASSAULTS | 20 | 2 | |
| BURGLARIES | 9 | 7 | |
| STEALING | 29 | 26 | |
| MOTOR VEHICLE THEFT | 7 | 3 | |
| DOMESTIC CASES | 8 | 3 | |
| DRUG CASES | 8 | 11 | |
| VANDLISM | 13 | 6 | |
| KIDNAPING | 0 | 1 | |
| OTHER | 50 | 75 | |
| | | | |
| ACCIDENTS | | | |
| INJURY | 1 | 2 | |
| NON-INJURY | 10 | 8 | |
| FATAL | 0 | 0 | |
| | | | |

| INVESTIGATION SECTION | | | |
|--------------------------------------|-------|------|--|
| TOTAL CASES TO COUNTY PA. SINCE JAN | 288 | 26 | |
| | | | |
| CLOSED | 11 | 5 | |
| ASSIGNED | 25 | 31 | |
| CASES WORKING | 27 | 32 | |
| INTERVIEWS | 18 | 26 | |
| CITIZEN CONTACTS | 100 | 121 | |
| DRUG CASES STARTED | 0 | 0 | |
| | | | |
| ANIMAL CONTROL & NUISANCE | | | |
| DOGS IMPOUNDED | 8 | 17 | |
| EUTHANIZED | 0 | 0 | |
| ADOPTED | 7 | 5 | |
| NUISANCE LETTERS SENT | N/A | N/A | |
| | | | |
| VEHICLE | | | |
| GALLONS | 910 | 829 | |
| MILES | 11959 | 6525 | |