City of Pekin

REGULAR COUNCIL MEETING MONDAY, OCTOBER 28, 2013
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 APPROVAL OF MINUTES ***ACTION:*** *Motion to approve minutes of the Regular Council Meeting of October 15, 2013 and the Special Meeting Goal Setting III October 8, 2013.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Comments unrelated to agenda items are accepted during "Public Comments" near the end of the meeting.*		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Mayor's Advisory Committee for People with Disabilities Minutes dated April 11, 2013 and August 8, 2013.		
7.2 Receive and File Pekin Planning Commission Minutes dated October 9, 2013		
7.3 Receive and File Pekin Planning Commission Hearings and Recommendations: a. Hearing #10-1872 recommends approval of the Rezoning of property from B-3 (General Business District) to RM-1 (Multiply Family Residential) located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 in S ½ of W ½ SE ¼ 1.10 AC with the following PIN #10-10-11-400-041 and including an additional 40' to the East of Said property to be re-platted in Tazewell County, Illinois to the City of Pekin Council. b. Hearing #10-1873 recommends approval of the Site Plan for property located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 in S ½ of W ½ SE ¼ 1.10 AC with the following PIN #10-10-11-400-041 and including an additional 40' to the East of Said property to be re-platted in Tazewell County, Illinois to the City of Pekin Council.		
ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.* ***VOTE REQUIRED TO APPROVE CONSENT AGENDA***		

8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Library Improvements Bond Issue Presentation *The 21st Century Library Project There Is No Better Time than FY2015*	JB	4
9.0 NEW BUSINESS		
9.1 Ordinance No. 1568-A198-13/14 – Providing for the Rezoning of Certain Property **DESCRIPTION:** Rezoning of 1.33 acre parcel of land adjacent and west of the Gingoteague general store from B-3 (General Business) district to RM-1 (Multiple Family Residential) district. **ACTION:** Motion to adopt the Ordinance. **VOTE REQUIRED**	RS	5
9.2 Site Plan **DESCRIPTION:** Site Plan of 1.33 acre parcel of land adjacent and west of the Gingoteague general store submitted by Jeff Hornecker for 6 duplex units. **ACTION:** Motion to approve the Site Plan. **VOTE REQUIRED**	RS	5
9.3 FAA Agreement for Terms and Conditions of Accepting Airport Improvement Program Grants **DESCRIPTION:** Allows the Pekin Municipal Airport to receive grant money for continued maintenance and upgrades through the Federal Aviation Administration. **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**	MG	3
9.4 Ordinance No. 1462-A328 – Amending Title 8 Traffic Code of the City of Pekin 1995 Regarding Speed Zones **DESCRIPTION:** Recommendation of the Traffic Safety Committee to adjust the speed limits on South Fifth Street between Koch Street and VFW Road. **ACTION:** Motion to adopt the Ordinance. **VOTE REQUIRED**	GN	2
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL **10.1** Staff 10.2 Council **10.3** Five Minute Public Comments **10.4** Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (5.) Acquisition of Property		
12.0 ADJOURN **No Vote Required**		

Column 1 Key:

JW	Joseph Wuellner City Manager	DG	Darin Girdler Assistant City Manager
MG	Michael Guerra City Engineer	RS	Ron Sieh Code Enforcement Officer
JB	Jeff Brooks Director Pekin Library	GN	Greg Nelson Police Chief

Column 2 Key:

1 A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

2 A Safe Community. To protect community life and property by providing effective, principled police and fire services.

3 A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

4 A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

5 An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

****

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON TUESDAY, OCTOBER 15, 2013, AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, HENDRICKS, MCCABE, GILLESPIE, GOLDEN, BARRA, AND ORRICK

ABSENT: NONE

****

The **Pledge of Allegiance** was led by Mayor Barra.

Roll was called. All members were physically present. A quorum was present.

EXECUTIVE SESSION
Motion by Council Member Orrick, seconded by Council Member Gillespie, that the Council move to Executive Session at 5:31 p.m. to discuss 65 ILCS 120/2 (c) (5) Acquisition of Property and (6) Sale/Donation of Property. On roll call vote all present voted Aye.

Motion by Council Member Gillespie, seconded by Council Member Abel that Council return to open session. On roll call vote all present voted Aye.

All Council Member were present in open session.

AGENDA
Motion by Council Member McCabe, seconded by Council Member Orrick, that **the agenda be approved as presented**. On roll call vote all present voted Aye.

MINUTES
Motion by Council Member McCabe, seconded by Council Member Gillespie, that the **minutes of the Regular City Council Meeting of September 23, 2013 be approved as written.** On roll call vote all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS
Melida Heien, 2 Joan Court, addressed the Council regarding West Campus. She stated as Director of Main Street she was not speaking as in the past on the historic preservation of the building but that the intended purchase and donation agreement needed to include the developer’s project plan.

Bill Fleming, Director of the Pekin Chamber of Commerce asked Council to approve the Midwest Engineering Agreement for Veterans Drive project from Sheridan Road to Fisher Road. He referred to the recent groundbreaking event for Veterans Drive south and encouraged the Council to keep the momentum going as each section of the corridor moves forward to completion of the highway.

Ron Simpson, 21 Cape Court voiced concern that a developer was not disclosed and the vision for the West Campus property remained without answers.

CONSENT AGENDA
Motion by Council Member McCabe, seconded by Council Member Hendricks, that the **CONSENT AGENDA be approved as presented.** The following was presented for consideration of the Consent Agenda items by Omnibus Vote. Mayor Barra presented the Proclamation “International Alpha Delta Kappa Month” to Marge Melchers.

7.0 CONSENT AGENDA
7.1 Receive and File Monthly Reports: Fire Department August Report; Human Rights Committee Minutes August 28, 2013; Liquor Commission draft Minutes September 26, 2013; Tazewell County Animal Control September Report; Traffic Safety Committee Minutes October 4, 2013.
7.2 Proclamations: "International Alpha Delta Kappa Month"
7.3 Receive and File Bids for Roofing Project 272 Derby Street and 1000 N. 14th Street
7.4 Receive and File Zoning Board of Appeals Minutes dated September 11, 2013
7.5 Receive and File Pekin Planning Commission Minutes dated September 11, 2013
7.6 Receive and File Pekin Planning Commission Hearings and Recommendations: a. Hearing #09-1870 & 1871-recommends approval of the Special Use and Site Plan for a New Pharmacy Drive-Thru for Kroger Store J923.

On roll call vote all present voted Aye.

NEW BUSINESS

ORDINANCE NO. 2689-13/14
AN ORDINANCE ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE AUTHORIZING THE SALE OF MUNICIPALLY OWNED REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS
PIN: 04-04-35-363-001, 04-04-35-363-002, 04-04-35-364-001

Motion by Council Member Orrick, seconded by Council Member Gillespie that Ordinance No.2689-13/14 be adopted. City Manager Joseph Wuellner spoke to Council on the history and proposal of the West Campus property. He informed the Council and public of the 14 years plus deterioration, little interest in development of the building from owner Merl Huff or purchasers, safety and liability concerns initiated with the demolition group DEG, and plans of entrepreneur Randy Price once Marl Huff was willing to donate to a not-for-profit. He advised the Council this was the opportunity to address years of concerns and not invest City tax dollars but one agreement would not work without the other. Each Council Member was given the opportunity to speak. Council Member Golden spoke in opposition to the agreements stating his disapproval of an unknown owner, no appraisal on the value of the real estate, legalities of the form of the deed used, the release of payment of liens. He suggested review of the proposed real estate transactions by another attorney and that the City retain the property once donated by the owner for the City to market and have control of the property. Council Members McCabe, Gillespie, Abel, Orrick, Hendricks, and Mayor Barra spoke in support of the proposals. On roll call vote, Ayes, Abel, Gillespie, McCabe, Hendricks, Orrick, Barra; Nay Golden. Motion carried.

ORDINANCE NO. 2690-13/14
AN ORDINANCE ACCEPTING DONATION AGREEMENT OF REAL PROPERTY 207, 209 AND 211 N. 9TH STREET

Motion by Council Member Orrick, seconded by Council Member Abel that Ordinance No.2690-13/14 be adopted. Council was advised of the terms and conditions of the transfer of property from Merl Huff to the City who in turn would sell to a purchaser who did not want to be disclosed. The transfer to the Trust would assure the demolition of the remaining buildings, debris hauled away and the property graded. The agreement would protect the City from liability in connection with the campus. Discussion followed. On roll call vote, Ayes, Abel, Gillespie, McCabe, Hendricks, Orrick, Barra; Nay Golden. Motion carried.

Motion by Council Member Hendricks, seconded by Council Member McCabe that the **SITE PLAN FOR 1607 BROADWAY ROAD** be approved. The recommendation of the Pekin Planning Commission to approve the site plan from Kroger Store J923 for a new pharmacy drive-thru was presented. The City Manager advised the Council that the plan met requirements for the special use and that the drive-thru would have minimal impact on the Kroger site. He addressed questions of Council that the handicapped spaces had been moved, were sufficient, and van assessable. The fire lane was appropriate and traffic flow was of no concern because there was no new movement. On roll call vote, all present voted Aye.

Motion by Council Member Hendricks, seconded by Council Member Gillespie that the **SPECIAL USE FOR 1607 BROADWAY ROAD** be approved. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member McCabe that the bids for the Roof Replacement Project 272 Derby Street be received and the contract be awarded to Kreiling Roofing Company in the amount of $66,390.00. Council Member McCabe agreed for two motions on roof replacement be combined: that the bids for the Roof Replacement Project 1000 N. 14th Street be received and the contract be awarded to Kreiling Roofing Company in the amount of $49,548.00. City Manager Joseph Wuellner advised the Council that the roofs on the Northside and Southside fire stations had exceeded the normal lifetime expectancy for a built-up roof and both had shown signs of leakage. The projects were funded as part of the FY2013 Capital Bond Project. Council Member Gillespie questioned if it would be more advantageous to patch the roofs and anticipate a new structure in a few years. On roll call vote all present vote Aye.

<u>ORDINANCE NO. 1462-A327-13/14</u>
AMENDING TITLE 8, CHAPTER 4, SECTION 1.D.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE – KOCH STREET.

Motion by Council Member Golden, seconded by Council Member Hendricks that Ordinance No. 1462-A327-13/14 be adopted. Police Chief Nelson presented the recommendation of the Traffic Safety Committee to restrict parking on Koch Street, north side and allow parking on the south side in front of the Pekin Park District Sports Complex except 30' on each side of each entrance. He indicated that the change was an incremental approach to solve longer term traffic patterns and parking concerns around the sports fields. Council Member Orrick asked that the Traffic Safety Committee communicate with park district representative who may have solutions to some of the concerns such as rescheduling of events. Council Member Golden suggested another lot off 5th Street but was advised that the 5th and Koch Street parcel had donor restrictions associated to it and that the Park Board had no remaining funds from the bond for constructing an additional parking lot. On roll call vote all present voted Aye.

Motion by Council Member Golden, seconded by Council Member Orrick that the **MIDWEST ENGINEERING ASSOCIATES AGREEMENT FOR VETERANS DRIVE SHERIDAN ROAD TO FISHER ROAD,** be approved in an amount not to exceed $600,000.00. City Engineer Michael Guerra presented an agreement for the designed phase of Veterans Drive, Sheridan Road to Fisher Road. The completion of the design phase would allow for right-of-way plats to be established. On roll call vote, all present voted Aye.

Motion by Council Member Gillespie, seconded by Council Member Orrick that the **CHANGE ORDER #3 WASTE WATER TREATMENT PLANT PHASE 2 B agreement** in the amount of $172,593.00 be approved. City Engineer Michael Guerra recommended the Change Orders for each of the phases of the Treatment Plant and explained that this amendment included additions for 9 items due to changes that were required once construction started and knowledge of existing conditions and purchased materials were verified. Larges change in Change Order #3 was the adjustment to interior roadway grades to match the existing toe of the CSO Lagoon. After the change the remaining contingency would be $130,009.00 Patrik Sheridan, Farnsworth Engineer answered questions and concerns from Council Member Golden on the specifics of each of the Change Orders presented. On roll call vote, all present voted Aye.

Motion by Council Member Gillespie, seconded by Council Member Orrick that the **CHANGE ORDER #6 WASTE WATER TREATMENT PLANT PHASE 2 A agreement** in the amount of $63,069.86 be approved. Council was informed that Change Order #6 included changes for 8 additional items and the deduction for 1. the largest change was to add supplemental support for coil up doors located at the residuals drying beds. The amendment to the contract will leave $10,814.14 remaining in the original 3% contingency. Mr. Sheridan addressed all questions of the Council. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS BEFORE THE COUNCIL

City Engineer Mike Guerra alerted the Council to the fact that utility conflicts with the water and gas lines may delay the closure of Front Street and the work scheduled. The City Manager next advised the Council of the pre-construction meeting for Veterans south and that work should start shortly at the end near Route 29. Plans were to start there and on the culvert for Lost Creek near the VFW Hall.

Assistant City Manager Darin Girdler informed the Council that the Tax Levy would be presented at the November 25, 2013 Council Meeting and consideration of the Levy Ordinance on December 9, 2013. A reminder was given that the Levy must be filed with Peoria and Tazewell Counties by the last Tuesday in December.

City Attorney Burt Dancey thanked the Council for their decision on the long process for the West Campus. He had hoped all of the questions and concerns had been addressed.

Council Member Gillespie asked that some type of warning, flashing light or street lights be installed at the point on the new Veterans Drive section that abruptly stops at Sheridan Road.

Council Member Orrick suggested that a decision be made to revert South Capitol Street to two way traffic. He indicated that positioning of entrances and traffic flow could play a part in the Library renovation project. Police Chief Nelson stated that the Traffic Safety Committee had recommended both Capitol Street and 4th Street be two-way streets in their entirety.

Council was informed upon Council Member Golden's question that the retention pond adjacent to Hanna Drive functioned properly after the addition of the French drain. No added expense was incurred.

Melida Heine, Director Pekin Main Street extended an invitation to the public for an open house co-hosted with Driven Church at the Fusion Building on Thursday, October 24, 2013 from 4:00-6:00 p.m.

No further business to come before the Council, motion by Council Member Gillespie, seconded by Council Member Orrick that Council adjourn. Motion carried voice vote. Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 7:15 P.M.

Sue E. McMillan
City Clerk

****

PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON TUESDAY, OCTOBER 8, 2013 AT 5:00 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, HENDRICKS, GOLDEN, GILLESPIE, ORRICK, AND BARRA
ABSENT: COUNCIL MEMBER MCCABE

****

The Agenda was properly posted on October 4, 2013 of a special meeting Goal Setting for the City Part III.

Pledge of Allegiance was led by Mayor Barra.

Roll was called and all Council Members were present except Council Member McCabe. A quorum was present.

AGENDA
Motion by Council Member Golden, seconded by Council Member Abel, that **the agenda be approved as presented**. On roll call vote all present voted Aye.

NEW BUSINESS
GOAL SETTING PART III
Mayor Barra stated the purposed of the meeting was to wrap-up the series of Goal Setting sessions. She introduced Facilitator Frank Mackaman who began by summarizing the steps that were taken to lead the Council through the process of attaining goals for an updated Conceptual Plan.

May 23, 2013
The survey was sent by email to the Council to collect thoughts about goals for the City to pursue over the next three years. Council was asked to list no more than three goals under each of five pillars to organize priorities

- **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
- **A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
- **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
- **A High Quality of Life.** To support or provide services that improves the quality of life for Pekin's residents.
- **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

Six Council Members participated resulting in 48 listed goals.

June 4, 2013
The first Goal Setting Session was conducted to identify the results of the survey. Council was asked to rate all responses assigned to one of the five themes one through four, one being the highest priority and four not a priority at this time.

June 10, 2013
A second Goal Setting Session was held to discuss the ratings and compare how staff's perception lined up with Council's ratings. With lack of clear priorities, Council agreed to re-rank the top 19 items.

Mr. Mackaman distributed Exercise 3: Goal-Setting Anew. Instructions were given for each Council Member to assign a rating from one to four to the 21 Projects/Activities listed, composed from high or medium importance items from both Council and staff source list. He noted the items were from a wide scope, did not include mandatory activities, and/or did not include consideration of funding.
The rating scale:

1 = High Priority (essential to the City's success)
2 = Medium Priority (very important but not critical to the City's success)
3 = Low Priority (important and worth doing if time or resources permit)
4 = Not a Priority at this time.

The completed exercise sheets were collected by Mr. Mackaman who would forward the results to the Council.

No action was taken.

EXECUTIVE SESSION
Motion by Council Member Abel, seconded by Council Member Gillespie, that the Council move to Executive Session at 5:20 p.m. to discuss 65 ILCS 120/2 (c) (5) Acquisition of Property and 65 ILCS 120/2 (c) (6) Disposal of Property . On roll call vote, all present voted Aye.

No further business to come before the Council, in open session, a motion was made by Council Member Gillespie to adjourn. Unanimously approved by voice vote. Mayor Barra adjourned the meeting

COUNCIL ADJOURNED AT 6:00 P.M.

Sue E. McMillan
City Clerk

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
August 8, 2013; 4:00 pm

Attending: Libby Holbrook, Perry Martin, Leia Stewart & Pamela Anderson

I. Welcome and introductions

II. Approval of minutes (no quorum, unable to approve April 2013 minutes)

III. Old business

   A. Update on ADA sidewalk project [2012 ($87,740.98) & 2013 (estimated $51,500)]

   B. Update on Public Transportation

IV. New business

V. Correspondence / around the table

   A. Perry Martin was in the Peoria Journal Star (sports section)

   B. TCRC update – early intervention and sight center has moved to Morton, IL; their Kitchen project is applying for a commercial license October 1st, 20% of food is grown locally by 2020; they have been participating with the Pekin Farmers Market

VI. Adjourn

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
April 11th, 2013; 4:00 pm

Attending: Libby Holbrook, Roy Davis, Perry Martin, James Kolzow, Melanie Psinas, Mike Williamson, Leia Stewart, Laurie Barra & Pamela Anderson

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
April 11th, 2013; 4:00 pm

I. Welcome and introductions

II. Approval of minutes – L. Holbrook 1st, P. Martin 2nd, all ayes

III. Old business

A. Update on ADA sidewalk project [2012 ($87,740.98) & 2013 (estimated $51,500)] – M. Guerra continues to work on this project; possible issue with ADA sidewalk work around new Koch St. park – burm would need to be cut into or row of trees removed. City staff currently contacting Park District to discuss possible options.

IV. New business

A. Wellness day 4/25/2013 – All set to go! The activities this year will be simulated walker disability and stepping up on a step and then down; hearing & speaking disability (removing something from a bin (P. Martin will collect some toys from his grandchildren to put in bin)

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
April 11th, 2013; 4:00 pm

B. Committee terms – reviewed members terms and distributed copy of booklet

V. Correspondence / around the table

A. L. Holbrook informed our group that TCRC kitchen renovations are almost done; their garden is started and they hope to be processing fresh food this fall; IL State funded agencies have to use 10% of locally grown food; their next step is to secure proper licensing to sell their food to the High School or ICC

B. L. Stewart inquired about if utilizing a wheelchair how does one get into the Tazewell County Courthouse? City staff will check into are report back to Committee.

C. P. Martin thanked the Mayor for attending the meeting; shared with the group that the ramp on the South side of the building collects water/mud/ice (depending on the season)

VI. Adjourn

Pekin Planning Commission Minutes
October 9, 2013
5:30pm

Present:	Absent:
Jim Jones	Don Hild, Vice Chairman
Steve Huey	Daryl Dagit
Erik Reader	
Steve Thompson	
James Ruth	
Bill Craig, Chairman	
Ron Knautz	

Chairman, Bill Craig led the pledge of allegiance.

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff Present: Ron Sieh, Attorney Burt Dancey and later Attorney Scott Kriegsman

Chairman, Bill Craig asked for the approval of the Agenda as presented.

> **MOTION** by Steve Thompson, Seconded by Steve Huey to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. MOTION **APPROVED.**

Chairman, Bill Craig asked for the Approval of the September 11, 2013 minutes.

> **MOTION** by Ron Knautz, Seconded by Erik Reader to Approve the September 11, 2013 minutes as presented. On roll call vote, All present voted **AYE**. MOTION **APPROVED.**

City Council Action Report:
Due to time constraints and meeting schedules there is no Action Report for this month.

PPC Correspondence: (4) Four Letters were mailed regarding the rezoning of Hearing #10-1872. No Correspondence.

Application #1: Jeff Hornecker, Developer/Buyer

Hearing #1 (10-1872 & 10-1873): Re-Zoning of property from B-3(General Business District) to RM (Multiple Family Residential); RT (Two Family Residential) or OS-1(Office Service District) and Site Plan for property located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 in S ½ of W ½ SE ¼ 1.10AC with the following Pin #10-10-11-400-041 including an additional 40' to the East of Said Property to be re-platted in Tazewell County, Illinois.

Open Public Hearing: 5:32pm

Jeff Hornecker, 42 Oakhill Ct, Pekin, stated he has addressed the issues of the 4 Unit Buildings to 6 Duplex Units and is approaching the retention area in a

different manor with 2 ½ parking spaces per unit. He also pointed out that the plan ratio is now 27% Building; 41% Grass Area; 24% Driveway and 8% Patio and Landscaping.

John Hadsell, 1220 El Camino Drive, Pekin, Thanked the Hornecker's for scaling back on the project and making it more aesthetic to the neighborhood. He asked that a definitive plan be presented regarding storm water before it is allowed to go before the City Council.

Close Public Hearing: 5:36pm

Re-Zoning Review Committee:
Daryl Dagit, Chairman

Chairman, Bill Craig entertained a motion since Re-Zoning Review Chairman, Daryl Dagit was not in attendance.

Motion by Steve Huey, seconded by Steve Thompson to Re-Zone the property from B-3(General Business District) to RT (Two Family Residential) to allow discussion to take place. On Roll Call Vote. All Present Voted **NAY.** Motion **Denied.**

Ron stated that if RT is recommended a zero lot line designation needs to be added to the motion.

Motion by Ron Knautz, seconded by Steve Thompson to Re-Zone the property from B-3(General Business District) to RM-1 (Multiple Family Residential). On Roll Call Vote. All Present Voted **AYE.** Motion **Approved.**

Site Plan Review Committee:
Don Hild, Chairman

Chairman, Bill Craig entertained a motion since Site Plan Chairman, Don Hild was not in attendance.

Motion by Steve Thompson, seconded by Erik Reader to Approve the Site Plan as presented. On Roll Call Vote. All Present Voted **AYE.** Motion **Approved.**

Informal: Proposed Tea Room in a Residential Area.

Sheryll Mairza, Entrepreneur, 1310 St Julian Street, Pekin was present and presented her proposed plan at 904 S 10th Street. Stated the area is perfect for a little quaint Tea Room. She has looked at some Commercial property on Court Street next to Renaissance Salon. However parking is not supported as it is on 10th without leasing spots. Very little will be done to the outside of the building with the exception of fencing around the parking lot. Remodeling of the inside will be the main focus.

Steve Huey inquired as to the zoning of the property and stated it used to be a Church. Does the purchase of the property include the parking across the street.

Sheryll commented yes it is included and there are currently 12 parking spaces along with 2 ADA spaces next to the building itself which would bring the total parking to 14 spaces. Mackinaw Tea Room at its busiest has 16 cars in its lot.

Ron stated that even though the property is setup for a business it is zoned R-4 (Single Family Residential). Yes, it was a church in the past but they are allowed in Residential zoned areas. The problem is the building has been vacated for 7 years and so it has lost its definitive status. The only two solutions are to change the zoning to OS-1 to fit the usage or show a hardship for a variance before the ZBA so the business status could be reverted. If there were any zoning changes, to take place in that area, all residents within a 300’ radius would need to be notified and would have an opportunity to give input.

Steve Thompson stated he was in favor of the project and would support such a venture. He would rather have a property being used, than sitting vacant and become another dilapidated building that the City would have to take on the cost to remove.

James Ruth feels it is an odd location for a Tea Room. Feels there are too many businesses in Residential areas.

Ron Knautz said he has no problem with this business venture. Inquired if there would be any façade work.

Chairman, Bill Craig asked if there was any Public Input.

MOTION by Ron Knautz, Seconded by Erik Reader to Adjourn the Meeting. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Meeting adjourned at 6:00PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

The 21st Century Library Project
There Is No Better Time than FY2015

The Pekin Public Library will be 40 years old in 2014. Through our doors more than 170,000 people pass every year. More than 46 percent of our citizens have library cards. The current building has served several generations of children and adults, but not only is the building showing its age, but it also is not easily accessible, and does not meet the needs of today's or tomorrow's users. In this information age, libraries are becoming less about the physical book, and more about programming, access to digital resources, technology training, and spaces for meeting and collaboration. Whatever our community needs from its public library, the Pekin Public Library will continue adapt to meet. With a 21st Century library, we will have the flexibility and tools to respond more quickly to those needs.

The library board worked with one architect, FGM, from 1998 until 2008. The 1998 plans were drawn around the old Dirksen wing, but the project did not go beyond rudimentary design. In 2004 new plans were drafted to include the library's addition of the former Dirksen wing, which the library had just purchased. While we were not able to launch the full project, the city acknowledged the need to replace the original roof and two roof-top air-conditioning units and increase the library's levy to fund those and other small but costly projects to maintain the building. While we have also accomplished several light remodeling projects, we are at a point where the next series of projects are so large that they make sense only to do all at once.

In 2005, the city allowed the library to place the full renovation project on the city's capital plan for FY2010. Our architects began work on the schematic design phase in 2008 in order to determine the scope of the project and estimated costs. That plan was given to the council later that year; however, due to events beyond the city's control, all capital projects were eliminated for FY2010, and the project was pushed down the road another five years.

The library board decided to take a fresh approach to the FY2015 project. At the beginning of this year it was decided that we would search for a new architect and scale the project back to take into account recent updates the building. After months of reviewing eleven qualified firms, the library selected firm of Dewberry which has a Peoria office.

Because this is an FY2015 project, the city council must vote on funding the project prior to the levy vote in December. Our presentation at the October 28th council meeting will address many of the access and safety issues we have been discussing since May. We will also review other building issues as well as our space needs for children and young adults. In his presentation, our architect, Michael Mackey, will demonstrate the potential of our library building, and how we can match those changes with changes in our services to attract new users from our various populations of children, young adults, adults, and seniors.

It is never too early to expose children to literacy. It is imperative that families take advantage of our literacy and socialization opportunities early and often to help their children become ready for school. We need to get the attention of families who are not utilizing these and other valuable free services that will benefit everyone in their household. The building project will help us get the attention of the parents, and after they walk through those new doors, we will have the services in place to impact their lives.

This is the time to build because:

- Borrowing rates are still low which means we would save thousands for the taxpayers. The difference between a 4% bond and a 5% bond is almost $40,000 a year in repayment and interest costs. That's about $750,000 over 20 years that we can save by selling the bonds at the lower rate.

- Contractors are offering very competitive bids still which means even more savings. Though already scaled back, this project will never be as low to fund as it is today. To wait another five years or even just one will either add dramatically to the cost, or we would have to make further reductions to the scope of the project. Also, interest rates will very likely be much higher on municipal bonds, which only further reduces that "bang" that we can get on our buck today.

- The library is prepared to lower its levy by about $55,000 that was previous designated for smaller capital projects so that we can use the difference to offset a good portion of the levy increase for bond repayment.

- Using private funds, the library will be able to contribute $400,000 to the cost to the project--a project that has been reduced in scope 40% from the 2008 estimated $10 million to $6 million.

- To comply with Americans with Disability Act, we will need to make some costly improvements. By doing it at this time, we'll actually save money.

So not only are we doing this project to improve access and safety to the building, to provide better services for children, to update the public spaces, and lower maintenance costs, but the library board and the council also have a fiscal responsibility for taking advantage of the current climate for future taxpayers as well.

To fund this project, you will be asked on November 12th to sell bonds on behalf of the Pekin Public Library for $5.6 million.

What is the levy impact? In a normal year, the city and library increase the levy for operating costs, pension costs, etc. This year, it is our understanding that the city is supporting this project by not raising additional property taxes. That means the only levy increase for the city this year would be the library's bond repayment which, as mentioned above, will be reduced by about $55,000. This considerably reduces the impact of the increase on taxpayers, and much of the increase would have been anticipated as in other years.

On a $100,000 home, we estimate only about $27 more in library taxes a year given the projected EAV for Pekin. For the once per year cost of a pizza delivery for a family of four, that family and many others can enjoy an exciting new library for years to come. When the bonds are paid off, the bond repayment expense will be removed from the levy and taxes will go down.

We need your vote of **YES** on November 12th so that we can start this exciting project once and for all.

Thank you,

Library Board and Staff

REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Re-Zoning & Site Plan of property on El Camino

AGENDA DATE REQUESTED: October 28, 2013

ACTION REQUESTED: Approve re-zoning and site plan for 1.33 acres of land adjacent and west of the Gingoteague General Store from B-3 to RM-1 for the construction of 6 duplexes.

BACKGROUND: The property is located west of the Gingoteague general store and zoned B-3 per annexation in 1989. No development has been proposed after 24 years and the proposed condominiums would be a good fit for the transition from a business district to a residential district.

FINANCIAL IMPACT: Property tax revenue will increase once developed and proposed condominiums are built.

NEIGHBORHOOD CONCERNS: Some neighbors are concerned about the density and location of the proposed development, but it follows the adopted Pekin Comprehensive Plan as far back as 1990.

IMPACT IF APPROVED: Possibility of development on a property that may otherwise stay undeveloped or stay as B-3 General Business and have a Business located adjacent to the Residential district without the proper layering of the zoning districts.

IMPACT IF DENIED: There would be no transition zone between the business district and the residential district.

ALTERNATIVES: Leave as B-3 and wait for a possible business development.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective Government

REQUIRED SIGNATURES		
Department Director	R. Sieh	10/21/13
		Date
Finance Department	N/A	
	(Certification of Availability of Funds)	Date
Corporation Counsel		
	(Certification of Review)	Date
City Manager	Joseph Wheeler	10/21/13
		Date

Pekin Planning Commission
October 9, 2013

HEARING #10-1872

The Pekin Planning Commission recommends to **Approve** the Rezoning of property from B-3(General Business District) to RM-1(Multiply Family Residential) located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 IN S ½ of W ½ SE ¼ 1.10AC with the following Pin #10-10-11-400-041 and including an additional 40' to the East of said property to be re-platted in Tazewell County, Illinois to the Pekin City Council.

____
Bill Craig, Chairman

____
Don Hild, Vice-Chairman

Tally of Votes:
AYE – (7)
NAY –
ABSTAIN –
ABSENT – (2)

Pekin Planning Commission
October 9, 2013

HEARING #10-1873

The Pekin Planning Commission recommends the **Approval** of the Site Plan for property located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 IN S ½ of W ½ SE ¼ 1.10AC with the following Pin #10-10-11-400-041 and including an additional 40' to the East of said property to be re-platted in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Don Hild, Vice-Chairman

Tally of Votes:
AYE – (7)
NAY –
ABSTAIN –
ABSENT – (2)

ORDINANCE NO. 1568-A198-13/14

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY PIN 10-10-11-400-041 & Part of 10-10-11-400-042 & 10-10-11-400-043

WHEREAS, the City of Pekin is requesting rezoning of the parcel herein described, in this ordinance; and

WHEREAS, Donald R. Gaylord and Linda M. Gaylord, as Co-Trustees of the Donald R. and Linda M. Gaylord Family Trust under Trust Agreement dated March 13, 2000 are the owner of the parcels herein described; and

WHEREAS, Jeffrey L. Hornecker and Cynthia E. Hornecker has a purchase contract with Donald R. Gaylord and Linda M. Gaylord, as Co-Trustees of the Donald R. and Linda M. Gaylord Family Trust under Trust Agreement dated March 13, 2000 subject to the approval of the City Council to rezone the property; and

WHEREAS, the Petitioner, Jeffrey L. Hornecker and Cynthia E. Hornecker with concurrence of Donald R. Gaylord and Linda M. Gaylord, as Co-Trustees of the Donald R. and Linda M. Gaylord Family Trust under Trust Agreement dated March 13, 2000, has requested that the properties hereinafter described be rezoned from its current zoning of B-3 (General Business) District to RM-1 (Multiple Family Residential) District; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on Wednesday, September 18, 2013 in the Peoria Journal Star, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 5:30 p.m. on October 9, 2013 and subsequent to said hearing duly transmitted its unanimous recommendations to the City Council recommending the rezoning of said property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS:

1. That the parcel of real estate described in Exhibit "A" attached hereto is zoned as RM-1 (Multiple Family Residential) District"

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 28th day of October 2013; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _______ day of ___________________, __________.

____
MAYOR

ATTEST:

____
CITY CLERK

PARCEL 1:
P.I.N. 10-10-11-400-041
BEING PART OF THE SW ¼, SE ¼ SECTION 11, T24N, R5W OF THE THIRD P.M., TAZEWELL COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SW ¼, SE ¼ SECTION 11. THENCE N 01° 05' 54" E, ALONG THE EAST LINE OF SAID SW ¼, SE ¼ SECTION 11, 330.00 FEETTO A POINT. THENCE N 87° 44' 14" W, 33.00 FEETTO AN IRON ROD. THENCE CONTINUING N 87° 44' 14" W, 368.08 FEET TO AN IRON PIPE BEING THE POINT OF BEGINNING 3 (P.O.B.3). THENCE CONTINUING N 87° 44' 14" W, 219.06 FEET TO AN IRON ROD. THENCE N 01° 02' 02" E, 216.53 FEET TO AN IRON PIPE. THENCE S 88° 52' 41" E, 219.25 FEET TO AN IRON PIPE; THENCE S 01° 05' 42" W, 220.76 FEET TO THE SAID POINT OF BEGINNING 3 (P.O.B.3), ALLAS SHOWN ON PLAT OF SURVEY, RECORDED IN PLAT BOOK JJJ, PAGE 9 IN THE OFFICE OF THE RECORDER OF DEEDS, TAZEWELL COUNTY, ILLINOIS

PARCEL 2:
Part of P.I.Nos. 10-10-11-400-042 and 10-10-11-400-043
BEING PART OF THE SW ¼, SE ¼ SECTION 11, T24N, R5W OF THE THIRD P.M., TAZEWELL COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SW ¼, SE ¼ SECTION 11. THENCE N 01° 05' 54" E, ALONG THE EAST LINE OF SAID SW ¼, SE ¼ SECTION 11, 330.00 FEETTO A POINT. THENCE N 87° 44' 14" W, 33.00 FEETTO AN IRON ROD. THENCE CONTINUING N 87° 44' 14" W, 368.08 FEET TO AN IRON PIPE BEING THE POINT OF BEGINNING 3 (P.O.B.3) AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK JJJ, PAGE 9, IN THE OFFICE OF THE RECORDER OF DEEDS, TAZEWELL COUNTY, ILLINOIS. THENCE N 01° 05' 42" E, 220.76 FEET. THENCE S 88° 52' 41" E, 40 FEET. THENCE S 01° 05' 42" W, 220.76 FEET; THENCE N 87° 44' 14" W, 40 -2- FEET TO THE POINT OF BEGINNING 3 (P.O.B.3).

EXHIBIT "A"

SITE PLAN CHECKLIST
For Rezoning

Developer Name Jeff Hornecker
Developer Address 42 Oakhill Ct.
Developer Phone # ____________
Contact Person Jeff Hornecker
Subdivision Name ____________

9/30/13

9/25/2013

	Required Information – Approval Dates	Public Works Director	City Engineer	Code Enforcement	Other as Needed
1.	Subdivision Name and Lot Number		OK	OK	
2.	Legal Description		OK	OK	
3.	1"=100' Minimum Acceptable Scale		OK	OK	
4.	Date and North Arrow		OK	OK	
5.	Public Access		OK	OK	
6.	Lot Layouts, Dimensions, and Setbacks		OK	OK	
7.	Easements		OK	N/A	
8.	Setback Compliance for Requested Zoning		OK	Note 1	
9.	Previous Zoning			B-3	
10.	Enterprise Zone Area		N/A	N/A	
11.	TIF Area		N/A	N/A	
12.	HUD Entitlement Area			N/A	
13.	Street Address (for single lot changes)			Will assign	
14.	Property abuts residential district or is across the street from residential district.		Yes	Yes	

Public Works Comments:

City Engineer Comments:
Set backs are ok for proposed zoning

Code Enforcement Comments: Until a zone is assigned the setbacks will vary.

Other Comments:

PLAN CHECKLIST
For Construction

Developer (Project) Name **Hornecker El Camino Condos**

Developer **Jeff & Cindy Hornecker**

Developer Address **#42 Oakhill Ct.**

Developer Phone # **(309)353-3518**

Developer Contact Person **Jeff Hornecker**

Subdivision Name **Gingoteague**

9/30/13

9/25/2013

	Required Information – Approval Dates	Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number		OK	OK	
2.	Legal Description		OK	OK	
3.	1"=100' Minimum Acceptable Scale		OK	OK	
4.	Date and North Arrow		OK	OK	
5.	Public Access		OK	OK	
6.	Lot Layout, Dimension and Setbacks (Site Plan)		OK	OK	
7.	Easements		OK	N/A	
8.	Wetlands Sign Off		N/A	N/A	
9.	Mines Sign Off		N/A	N/A	
10.	Groundwater Recharge Sign Off		NA	N/A	
11.	Sanitary Sewer Locations, Size		will be needed	Will install	
12.	IEPA Sanitary Sewer Permit			N/A	
13.	Storm Sewer Location and Size		Note #1	N/A	
14.	Storm Water Retention		Note #1	Note #1	
15.	Proper Zoning			To be determined	
16.	Setback Compliance		OK	OK	
17.	Parking Spaces and Surface (18 required)		OK	OK	
18.	Erosion Control		Required	Required	
19.	Sidewalks		Required	OK	
20.	Landscaping		Required	Required	
21.	ADA Compliance		OK	N/A	
22.	Driveway Openings (curb cuts)		OK	OK	

23.	IDOT Permit (curb cuts)			OK	
24.	Enterprise Zone Area			N/A	
25.	TIF Area			N/A	
26.	HUD Entitlement Area			N/A	
27.	Signage Exterior			N/A	
28.	Lighting Exterior			Each condo	
29.	Floor Plan Shown and Dimensions (Building Layout)			OK	
30.	Screening or Fencing – Barbed Wire or Electric			Note #2	
31.	Loading and Unloading Areas Shown and Dimensions			N/A	
32.	Water Supply Location			N/A	
33.	Fire Hydrant Location			Directly across street	OK/W
34.	Street Address			Will assign	
35.	Property abuts residential district or is across the street from residential district.			Yes	

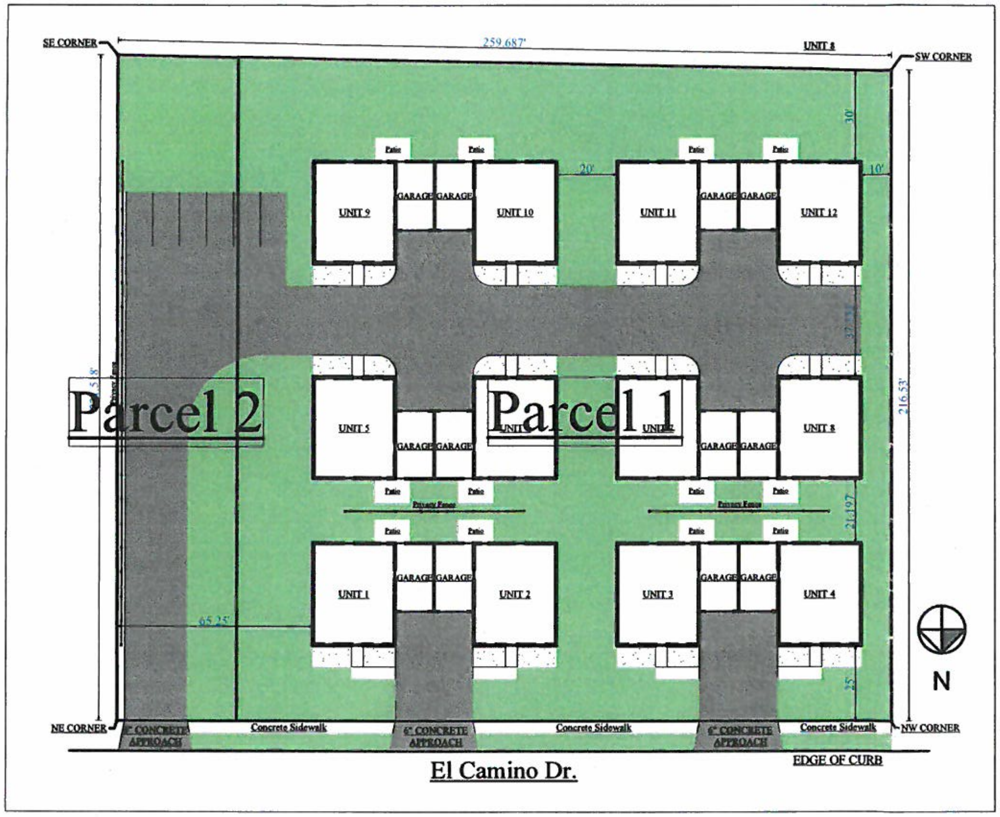
Public Works Comments:

City Engineer Comments:
Due to size of lots stormwater management will be required. Final plans will be reviewed. Sidewalks will be required and need to meet ADA requirement for Right of Way.

Code Enforcement Comments:
1). Existing, but onsite management will be required.
2). Screening may be required adjacent to business zone

Fire Chief Comments:

Other Comments:



PARCEL 1:
P.I.N. 10-10-11-400-041
BEING PART OF THE SW ¼, SE ¼ SECTION 11, T24N, R5W OF THE THIRD P.M., TAZEWELL COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SW ¼, SE ¼ SECTION 11. THENCE N 01° 05' 54" E, ALONG THE EAST LINE OF SAID SW ¼, SE ¼ SECTION 11, 330.00 FEETTO A POINT. THENCE N 87° 44' 14" W, 33.00 FEETTO AN IRON ROD. THENCE CONTINUING N 87° 44' 14" W, 368.08 FEET TO AN IRON PIPE BEING THE POINT OF BEGINNING 3 (P.O.B.3). THENCE CONTINUING N 87° 44' 14" W, 219.06 FEET TO AN IRON ROD. THENCE N 01° 02' 02" E, 216.53 FEET TO AN IRON PIPE. THENCE S 88° 52' 41" E, 219.25 FEET TO AN IRON PIPE; THENCE S 01° 05' 42" W, 220.76 FEET TO THE SAID POINT OF BEGINNING 3 (P.O.B.3), ALLAS SHOWN ON PLAT OF SURVEY, RECORDED IN PLAT BOOK JJJ, PAGE 9 IN THE OFFICE OF THE RECORDER OF DEEDS, TAZEWELL COUNTY, ILLINOIS

PARCEL 2:
Part of P.I.Nos. 10-10-11-400-042 and 10-10-11-400-043
BEING PART OF THE SW ¼, SE ¼ SECTION 11, T24N, R5W OF THE THIRD P.M., TAZEWELL COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SW ¼, SE ¼ SECTION 11. THENCE N 01° 05' 54" E, ALONG THE EAST LINE OF SAID SW ¼, SE ¼ SECTION 11, 330.00 FEETTO A POINT. THENCE N 87° 44' 14" W, 33.00 FEETTO AN IRON ROD. THENCE CONTINUING N 87° 44' 14" W, 368.08 FEET TO AN IRON PIPE BEING THE POINT OF BEGINNING 3 (P.O.B.3) AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK JJJ, PAGE 9, IN THE OFFICE OF THE RECORDER OF DEEDS, TAZEWELL COUNTY, ILLINOIS. THENCE N 01° 05' 42" E, 220.76 FEET. THENCE S 88° 52' 41" E, 40 FEET. THENCE S 01° 05' 42" W, 220.76 FEET; THENCE N 87° 44' 14" W, 40 -2- FEET TO THE POINT OF BEGINNING 3 (P.O.B.3).

PER CENT LAND USE:
Buildings Area = 27%
Grass Area = 41%
Driveway Area = 24%
Patio & Landscape Area = 8%

SITE PLAN

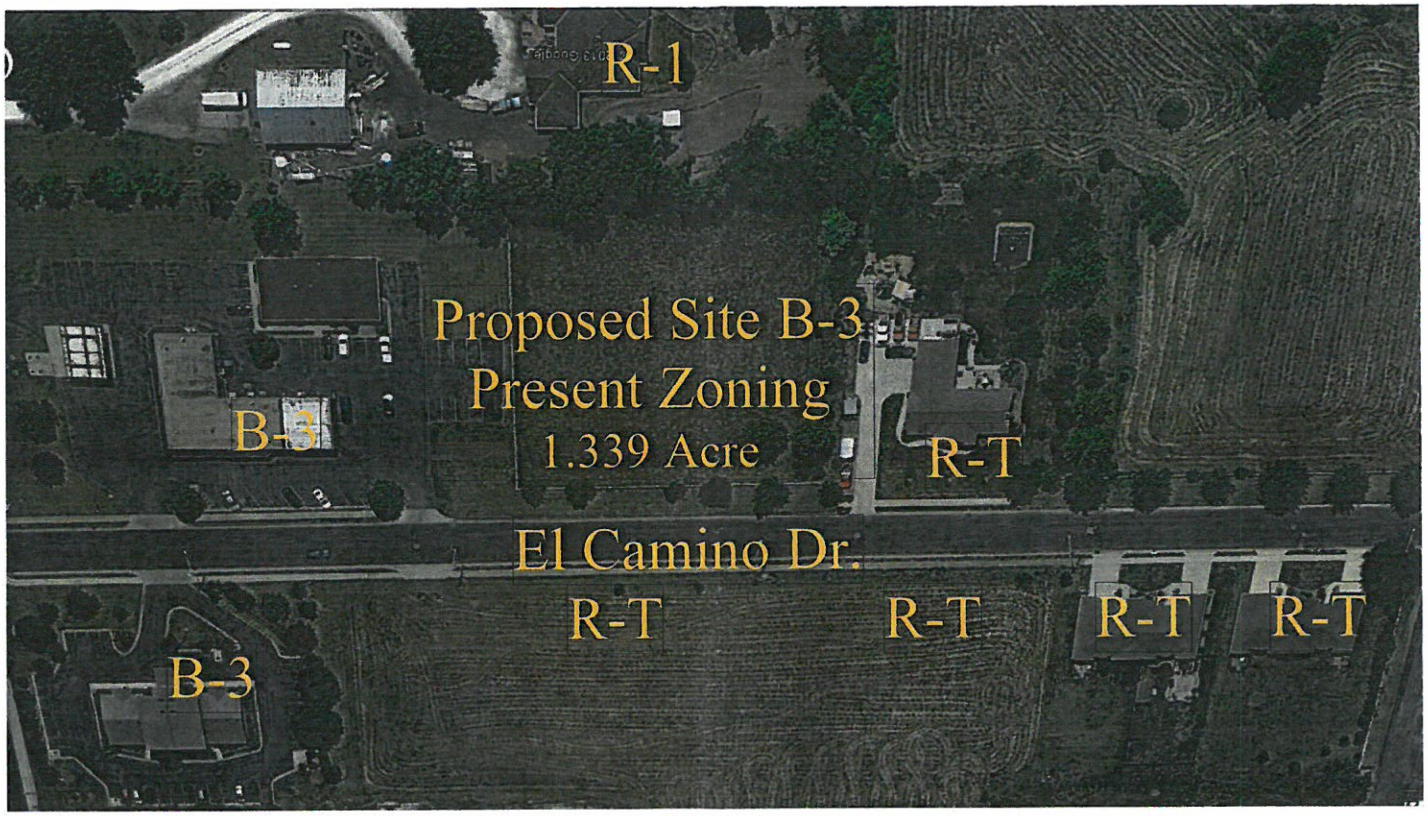
1" = 40'

Hornecker Construction, Inc.
Designer/Builder & Remodeling
42 Oakhill Ct. Pekin, IL 61554
Phone: 309.353.3518 Cell:309.696.3349
Email: jeff9197@me.com Web: www.horneckerconstruction.com

Jeff & Cindy Hornecker
6 Duplex Units
El Camino Dr.
Pekin, IL. 61554

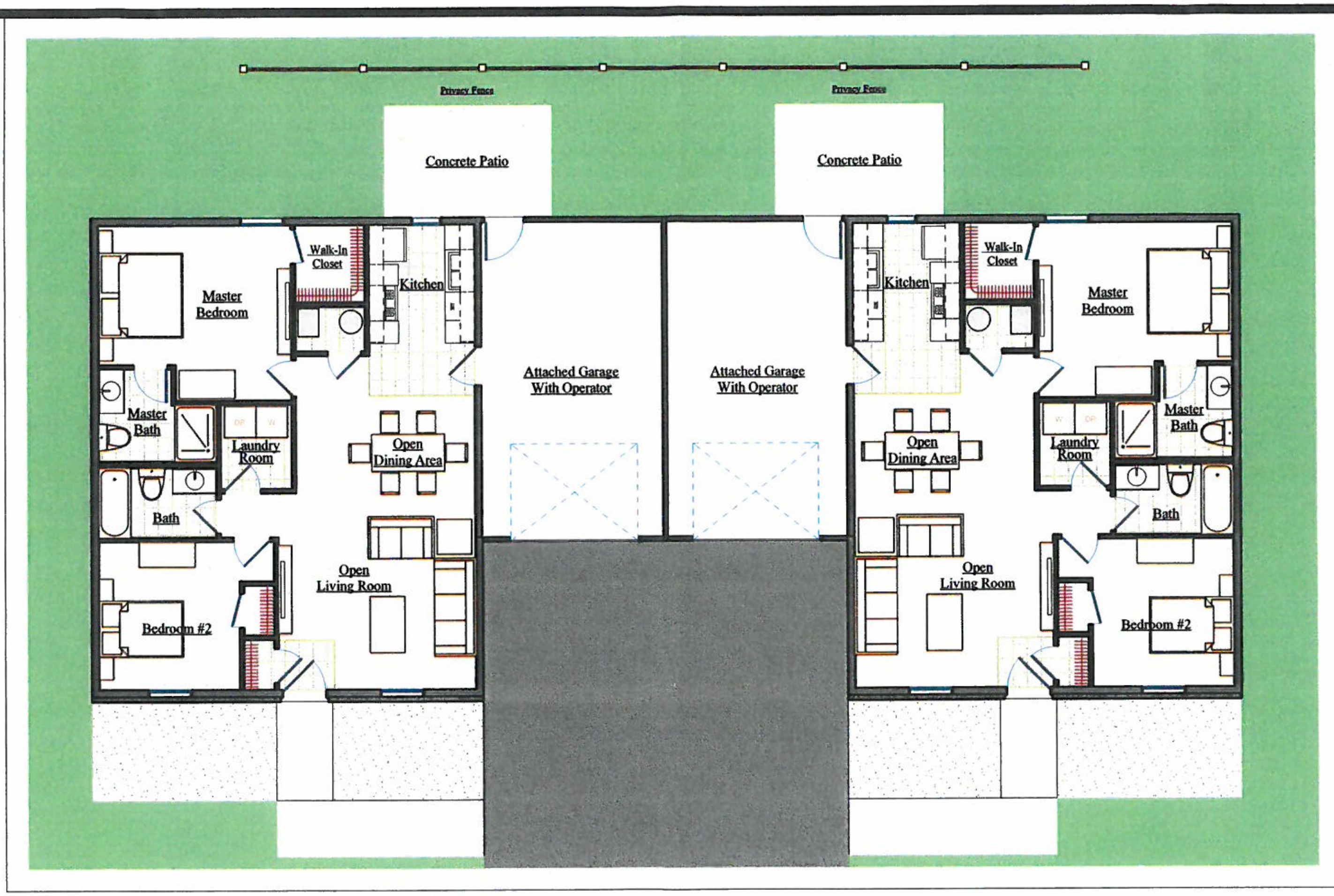
Drawings By:
Jeffrey Hornecker

Date: 9/20/2013



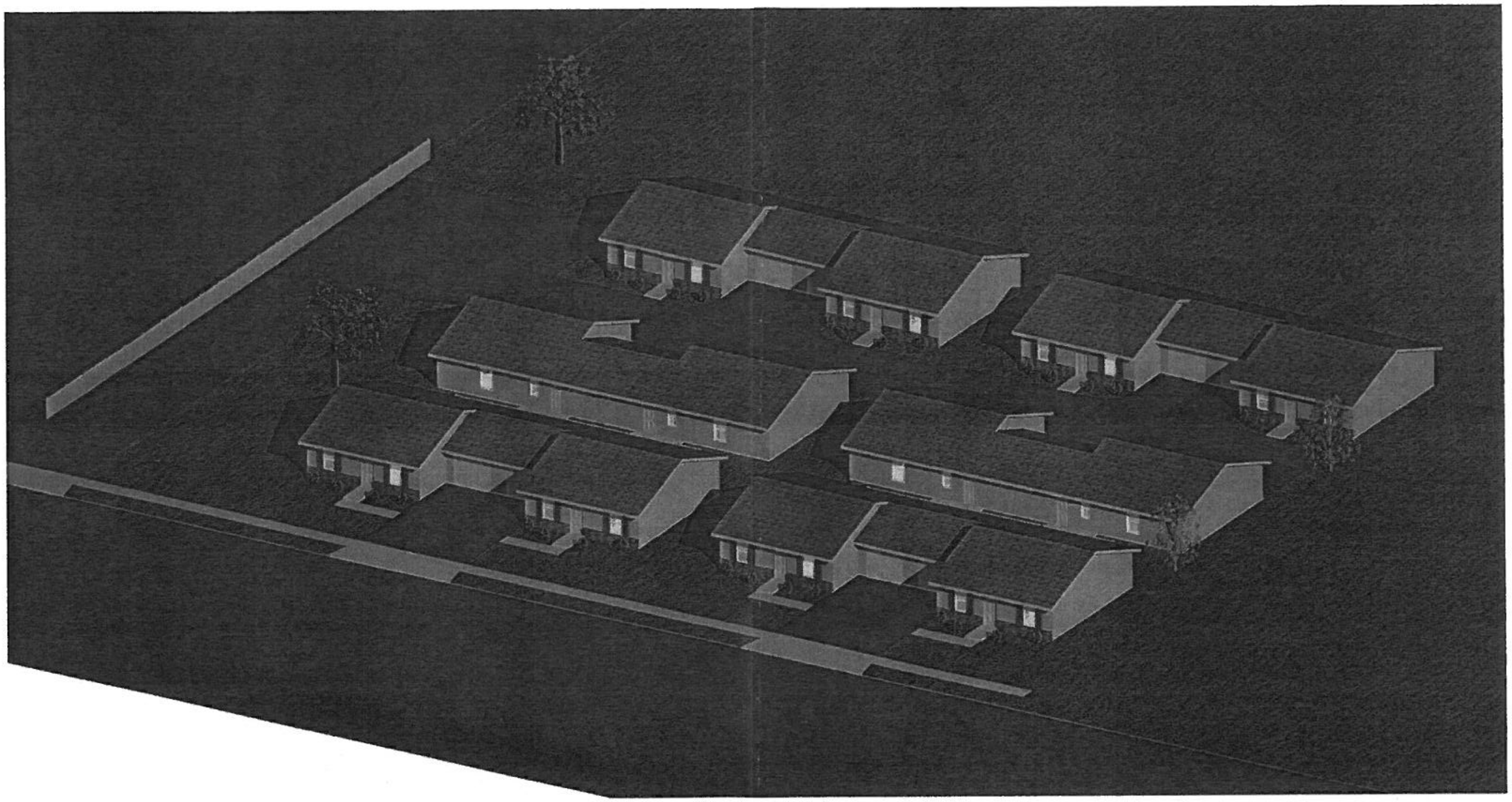
PROPOSED SITE SURROUNDING ZONINGS

Hornecker Construction, Inc. **Designer/Builder & Remodeling** **42 Oakhill Ct. Pekin, IL 61554** Phone: 309.353.3518 Cell:309.696.3349 Email: jeff9197@me.com Web: www.horneckerconstruction.com	**Jeff & Cindy Hornecker** **6 Duplex Units** **El Camino Dr.** **Pekin, IL. 61554**	**Drawings By:** **Jeffrey Hornecker** Date: 9/20/2013	1 OF 22



DUPLEX UNITS 1/8" = 1'-0"

Hornecker Construction, Inc. **Designer/Builder & Remodeling** **42 Oakhill Ct. Pekin, IL 61554** Phone: 309.353.3518 Cell:309.696.3349 Email: jeff9197@me.com Web: www.horneckerconstruction.com	**Jeff & Cindy Hornecker** **6 Duplex Units** **El Camino Dr.** **Pekin, IL. 61554**	**Drawings By:** **Jeffrey Hornecker** Date: 9/20/2013	18 OF 22



C:\Users\Jeff Hornecker\Graphisoft\Drawings_Libraries\Drawings\El Camino Units\El Camino Conceptual 12.pln

Hornecker Construction, Inc. **Designer/Builder & Remodeling** **42 Oakhill Ct. Pekin, IL 61554** Phone: 309.353.3518 Cell:309.696.3349 Email: jeff9197@mtco.com Web: www.horneckerconstruction.com	**Jeff & Cindy Hornecker** **6 Duplex Units** **El Camino Dr.** **Pekin, IL. 61554**	**Drawings By:** **Jeffrey Hornecker** Date: 9/20/2013	2 OF 22

Ad #: 4380839

Certificate of Publication

STATE OF ILLINOIS,
ss
County of Peoria.

The Peoria Journal Star, Inc. (which is incorporated and doing business under and by virtue of the Laws of the State of Illinois) HEREBY CERTIFIES that it is the printer and publisher of the Journal Star, which is a public secular newspaper of general circulation printed and published daily in the City of Peoria, County of Peoria and State of Illinois, and that said newspaper has been regularly published in said City for at least one (1) year prior to the first publication of the notice hereto attached.

Said Corporation further certifies that the said notice entitled: **"PUBLIC HEARING Notice is hereby given that a PUBLIC HEARING"** hereto attached has been published **1 time(s)** in the Peoria Journal Star, on the following respective dates:

The **18th** day of **September** A.D., **2013** in class **0182**

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed in its name on its behalf by **Judy Little** this **18th** day of **September** A.D., **2013**.

The Peoria Journal Star, Inc.

By: Judy Little

Legal Notices

Legal Notice

PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for the Proposed Site Plan of property located on El Camino Drive with a Legal Description of Sec **11 T24N R5W** Tract 3 IN S ½ of W ½ SE ¼ 1.10AC with the following Pin #10-10-11-400-041 and including an additional 40' to the East of said property to be re-platted in Tazewell County, Illinois.

Said **Public Hearing** of the above petition to be held at a **regular Meeting** of the Pekin Planning Commission, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **9th** day of **October 2013**, at the hour of 5:30 P.M.

All persons having an interest therein may appear to be heard.

Please Note: A copy of the proposed change is available at City Hall.

Dated this **17th** day of **September 2013**.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Ad #: 4380842

Certificate of Publication

STATE OF ILLINOIS,
ss
County of Peoria.

The Peoria Journal Star, Inc. (which is incorporated and doing business under and by virtue of the Laws of the State of Illinois) HEREBY CERTIFIES that it is the printer and publisher of the Journal Star, which is a public secular newspaper of general circulation printed and published daily in the City of Peoria, County of Peoria and State of Illinois, and that said newspaper has been regularly published in said City for at least one (1) year prior to the first publication of the notice hereto attached.

Said Corporation further certifies that the said notice entitled: **"PUBLIC HEARING Notice is hereby given that a PUBLIC HEARING"** hereto attached has been published **1 time(s)** in the Peoria Journal Star, on the following respective dates:

The **18th** day of **September** A.D., **2013** in class **0182**

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed in its name on its behalf by **Judy Little** this **18th** day of **September** A.D., **2013**.

The Peoria Journal Star, Inc.

By: Judy Little

Legal Notice

PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for Re-Zoning of property from B-3(General Business District) to RM (Multiple Family Residential); RT (Two Family Residential) or OS-1 (Office Service District) located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 IN S ½ of W ½ SE ¼ 1.10AC with the following Pin **#10-10-11-400-041** and including an additional 40' to the East of said property to be re-platted in Tazewell County, Illinois.

Said **Public Hearing** of the above petition to be held at a regular Meeting of the Pekin Planning Commission, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **9th** day of **October 2013**, at the hour of **5:30 P.M.**

All persons having an interest therein may appear to be heard.

Please Note: A copy of the proposed change is available at City Hall.

Dated this **17th** day of **September 2013**.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Agency Agreement with FAA for Pekin Airport

AGENDA DATE REQUESTED: October 28, 2013

ACTION REQUESTED: To approve the Agency Agreement with FAA for Terms and Conditions of Accepting Airport Improvement Grant Program

DESCRIPTION: This is an agreement with the FAA for the terms and conditions of accepting the Airport Improvement Program grant money. Previously this agreement was approved by Council on October 9, 2012, however the FAA changed the language in Title II General Conditions, article (I) which outlines the requirements for financial invoicing for FAA grantees. It is now required that any payment request under this grant must utilize the Delphi eInvoicing System for Department of Transportation. Therefore an updated agreement must be signed.

This agreement allows the airport to continue to receive grant money for the maintenance and capital improvements at the Pekin Municipal Airport. Under the Airport Improvement Program the grant money funds 90% of the project cost with the remaining 10% usually split between the State and the City. The Airport receives funding annual and can only be utilized to improve or upgrade the facility, otherwise the funding can be rolled over and banked for larger projects. Recently this grant funding has be used for the rehabilitation of the ramp pavement between hangers, the rehabilitation of the pavement on the eastern portion of the general apron, the reimbursement of the fuel cabinets, and for the rehabilitation of the pavement on the western portion of the general apron. Historically this funding has been utilized for the reconstruction of the runway, the construction of the taxiways and reimbursement for land purchases at the airport.

I recommend that the agreement be approved so the Pekin Airport can continue to utilize these funds to offset the cost of the improvements.

FINANCIAL IMPACT: Funding for the local share which is project specific and budgeted

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The Airport will continue to be able to utilize the FAA Airport Improvement Program funding of improvements at 90%

IMPACT IF DENIED: The Airport will no longer receive FAA Airport Improvement Program funding for improvements

ALTERNATIVES: Use 100% of City Funding for improvements

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	**A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES
Department Director: Date: 10/23/13
Finance Department (Certification of Availability of Funds):   Date:
Corporation Counsel: Date:
City Manager: Joseph Woolleman   Date: 10/23/13

May 2013

U.S. Department
of Transportation
Federal Aviation
Administration

Terms and Conditions of Accepting Airport Improvement Program Grants

Sponsor: City of Pekin

Airport: Pekin Municipal Airport

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. **Sponsor Certification for Selection of Consultants**

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.

2. For any and all contracts over $25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.

3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding $100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.

5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.

6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.

7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.

8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.

9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.

10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. **Sponsor Certification for Project Plans and Specifications**

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.

2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.

3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.

4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.

5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.

7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.

8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.

9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.

10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.

11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. **Sponsor Certification for Equipment/Construction Contracts**

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.

2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.

3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than $100,000, project may use three (3) quote method.

4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.

5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:

    a. Only one qualified person/firm submits a responsive bid,

    b. The contract is to be awarded to other than the lowest responsive and responsible bidder,

    c. Life cycle costing is a factor in selecting the lowest responsive bidder,

d. Proposed contract prices are more than 10% over the sponsor's cost estimate.

6. All contracts exceeding $100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.

7. All contracts exceeding $100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).

8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.

9. All construction contracts exceeding $2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.

10. All construction contracts exceeding $10,000 will contain appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.

11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.

12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. **Sponsor Certification for Real Property Acquisition**

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.

2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.

3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.

4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.

7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.

8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.

9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.

10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.

11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.

12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. **Sponsor Certification for Construction Project Final Acceptance**

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.

2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).

4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.

5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.

6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.

7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.

8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.

9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.

10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.

11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.

12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. **Sponsor Certification for Seismic Design and Construction**

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:

    a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.

    b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.

2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.

3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. **Sponsor Certification for Drug-Free Workplace**

1. The sponsor certifies that it will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

b. Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace.

(2) The grantee's policy of maintaining a drug-free workplace.

(3) Any available drug counseling, rehabilitation, and employee assistance programs.

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.

d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:

(1) Abide by the terms of the statement.

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

____

____

____

II. General Conditions

A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.

B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.

C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.

D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.

E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.

F. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.

H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by $25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.

I. The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

(a) Grant Recipient Requirements.

(1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.

(2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

(b) System User Access.

(1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.

(2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:
DOT Enterprise Services Center

FAA Accounts Payable, AMZ-100

PO Box 25710
Oklahoma City, OK 73125

(3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html).

(c) Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

(1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

(2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.

K. Single Audit Act Requirements. Single Audits are required in accordance with the Single Audit Act of 1984 (as amended) and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organization," as referenced in Federal Regulation 49 CFR Part 18.26. Non-federal entities (airport sponsors including sub-grants recipients under the FAA's State Block Grant Program) that expend $500,000 or more of federal funds in the sponsor's fiscal year must have a single or program-specific audit conducted for that year. The $500,000 threshold represents all federal funding sources, not just grants from the Federal Aviation Administration. Note: Airport sponsors that are part of a larger government entity (city or county) commonly are covered by the larger entity's Single Audit submission, and should coordinate with such entity to ensure this submission fulfills their audit requirement. The audit report is due from the sponsor by the earlier date of either 30 days after receipt of the auditor's report(s), or nine months after the end of the sponsor's fiscal year end date and must be submitted electronically to the Federal Audit Clearinghouse (FAC).

L. Trafficking In Persons

(d) Provisions applicable to a recipient that is a private entity.

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b) Procure a commercial sex act during the period of time that the award is in effect; or

c) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

a) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or

b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—

(1) Associated with performance under this award; or

(2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

(e) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

(1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either--

a) Associated with performance under this award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *49 CFR Part 29.*

(f) Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(g) Definitions. For purposes of this award term:

(1) "Employee" means either:

a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

b) Includes:

(1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(2) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

M. Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional

information about registration procedures may be found at the CCR Internet site (currently at *http://www.ccr.gov*).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

    a. A Governmental organization, which is a State, local government, or Indian Tribe;

    b. A foreign public entity;

    c. A domestic or foreign nonprofit organization;

    d. A domestic or foreign for-profit organization; and

    e. A Federal agency, but only as a subrecipient under an award or subaward toa non-Federal entity.

4. *Subaward:*

    a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

    b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations").. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

    a. Receives a subaward from you under this award; and

    b. Is accountable to you for the use of the Federal funds provided by the subaward.

    c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

III. **Assurances**. The following FAA document titled *Assurances Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions

Assurances
Airport Sponsors
April 2012

A. **General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use

airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

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

B. **Duration and Applicability.**

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

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

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

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

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

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act - 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1,2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
t. Copeland Antikickback Act - 18 U.S.C. 874. [1]
u. National Environmental Policy Act of 1969 – U.S.C. 4321 et seq.[1]
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

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 Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
c. 14 CFR Part 150 - Airport noise compatibility planning.
d. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
i. 49 CFR Part 20 - New restrictions on lobbying.
j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.[1,2]
m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.[1]
o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.[1]

Office of Management and Budget Circulars

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

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

2. **Responsibility and Authority of the Sponsor.**

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

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

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

4. **Good Title.**

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

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

5. **Preserving Rights and Powers**.

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

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

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

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

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

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

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

.

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

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

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

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

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

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

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

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

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

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

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

15. **Veteran's Preference**. It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to 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 the grant agreement.

17. **Construction Inspection and Approval**. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms

to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

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

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

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

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

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

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

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

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

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

19. **Operation and Maintenance.**

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

        (1) Operating the airport's aeronautical facilities whenever required;

        (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; 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, nontenant, 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 nontenants and signatory carriers and nonsignatory 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 the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

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

   (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 non-aviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the Airport Layout Plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

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

31. **Disposal of Land**.

a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) 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 and safety 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 most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND PFC APPROVED PROJECTS
Dated: 4/16/2013

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B and Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities

NUMBER	TITLE
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
1505345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	FAA Specification L853, Runway and Taxiway Retroreflective 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 Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specifications for Series to Series Isolation Transformers for Airport Lighting System
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
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure

NUMBER	TITLE
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12E	Airport Signing and Graphics
150/5360-13 and 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
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5370-13A	Off-Peak Construction of Airport Pavement Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavement
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 and Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D and Changes 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

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

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

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non

discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft's 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, if any, the airport will be able to accommodate 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.

IV. Standard DOT Title VI Assurances

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.

B. It will insert the following clauses in every contract subject to the Act and the Regulations:

   "During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions or Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."

C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

E. It will include the following clauses, as appropriate:

"1. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, leasee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

F. This assurance obligates the sponsor 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. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

   2. the period during which the sponsor retains ownership or possession of the property.

G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

V. Sponsor Acceptance of Terms and Conditions

I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.

____

Name of Sponsor

____

Signature Sponsor's Designated Official Representative

____

Title

____

Dated

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM:	Speed Limits, South Fifth Street
AGENDA DATE REQUESTED:	October 28, 2013
ACTION REQUESTED:	Change the speed limits on S. 5th Street between Koch Street and VFW Road to 30 MPH from Koch Street to Hanna Drive (both directions) and 45 MPH from Hanna Drive to VFW Road (both directions). This action is at the request of the Traffic Safety Committee.
BACKGROUND:	Additional development suggests the move to 30MPH on the northern segment and the southern segment currently has different limits for northbound (55 MPH) and southbound (40 MPH).
FINANCIAL IMPACT:	None, as no changes in current signage is needed.
NEIGHBORHOOD CONCERNS:	This would reduce the speeds near the Deerfield Subdivision and the Hanna Drive intersection. It would also reduce the speed of northbound traffic approaching the Hanna Drive intersection.
IMPACT IF APPROVED:	Speed limits would reduce on S. 5th Street
IMPACT IF DENIED:	The current situation would remain the same.
ALTERNATIVES:	Other variations of the speed limit are possible.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes]

☐ **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of Family-way jobs.

☒ **A Safe Community.** To protect community life and property by providing effective, principled Police and Fire services.

☐ **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

☐ **A High Quality of Life.** To support or provide services that improves the quality of life for Pekin's residents.

☐ **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director	Greg Nelson	10/16/2013 Date
Finance Department	(Certification of Availability of Funds)	Date
Corporation Counsel		Date
City Manager		Date

ORDINANCE NO. *1462-A329 – 13/14*

AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, SECTION 3 F. OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING SPEED LIMITS ON S. FIFTH STREET

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form; and

WHEREAS, the Traffic Safety Committee reviewed the inconsistent speed limit signs for northbound and southbound traffic on S. Fifth Street between Koch street and VFW Road at the Traffic Safety Meeting of October 4, 2013 and

WHEREAS, the Traffic Safety Committee recommended to Council for the speed limit in both directions be 30 mph from Koch Street to Hanna Drive and 45 mph from Hanna Drive to VFW Road; and

WHEREAS, sign designation of the statutory urban speed limit of 30 miles per hour are not listed in the City of Pekin Code; and

WHEREAS, the VFW Road will become the name Veterans Drive; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the Traffic Code regarding Speed Limits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS:

1. That Title 8, Chapter 3, Section 3. F. be amended by adding the following:

Control	Speed	On Street	At or From	To	Direction
Speed	45 mph	S. Fifth Street	Hanna Drive	Veterans Drive	NS

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this __________ day of ____________________, 2013; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this __________ day of _______________________, 2013.

____
Mayor

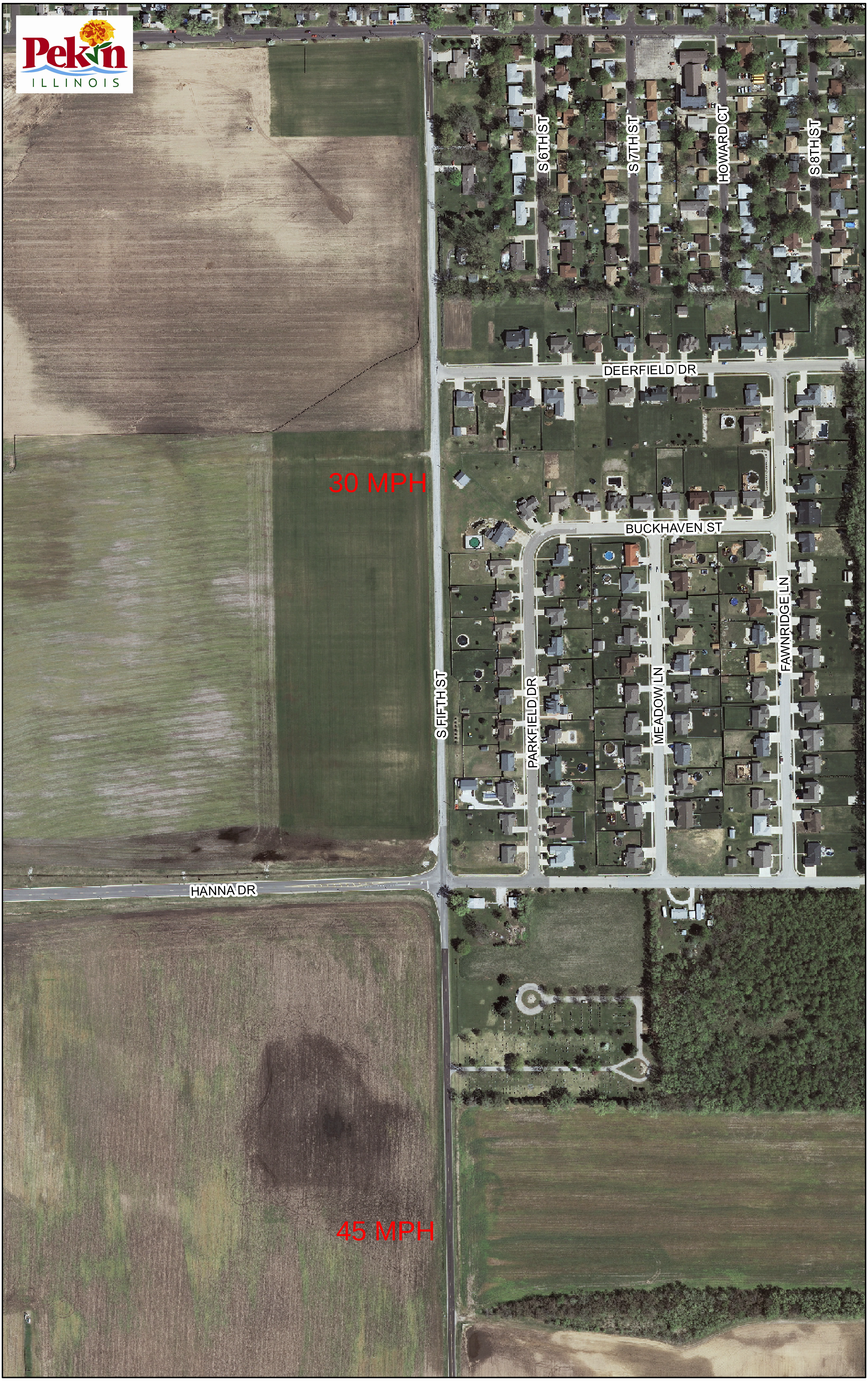
ATTEST:

____
City Clerk

Control	Speed	On Street	At or From	To	Direction
Speed	20 mph	Market Street	N. Nineteen Street	East End	EW
Speed	20 mph	N. Nineteenth St.	Broadway Road	Market Street	S
Speed	20 mph	N. Twentieth Street	Broadway Road	Market Street	N
Speed	20 mph	Park Avenue	Court Street	12th Street	EW
					Ord. No. 1462-A276
Speed	35 mph	Broadway Road	N. 14th Street	Parkway Drive	EW
					Ord. No. 1462-A306
Speed	35 mph	Court Street	S. Ninth Street	Valle Vista Blvd	EW
Speed	35 mph	N. Eighth Street	Chestnut Street	Coolidge Drive	NS
Speed	35 mph	S. Second Street	Derby Street	Koch Street	NS
Speed	35 mph	S. Fourteenth Street	Rosemary Street	Koch Street	NS
Speed	35 mph	Parkway Drive	Broadway Road	Velde Drive	NS
					Ord. No. 1462-A266
Speed	35 mph	Sheridan Road	California Road	California Road E	EW
					Ord. No. 1462-A292
Speed	35 mph	VFW Road	Route 29	IC Railroad	EW
Speed	40 mph	Ann Eliza Street	N. Second Street	Bridge	West
Speed	40 mph	Broadway Road	Parkway Drive	Schramm Drive	EW
					Ord No. 1462-A306
Speed	40 mph	Court Street	Valle Vista Blvd	Barney Avenue	EW
Speed	40 mph	Hanna Drive	railroad tracks	S. Fifth Street	EW
					Ord. No. 1462-A310
Speed	40 mph	Margaret Street	Bridge	N. Second Street	East
Speed	40 mph	N. Eighth Street	Coolidge Drive	Past Sacred Hrt. Ce.	NS
Speed	40 mph	Parkway Drive	Velde Drive	Northern City Limit	NS
					Ord. No. 1462-A266
Speed	45 mph	Broadway Road	Schramm Drive	Veterans Drive	EW
					Ord. No. 1462-A306
Speed	45 mph	Court Street	Barney Avenue	Veterans Drive	EW
Speed	45 mph	S. Fourteenth Street	VFW Road	Rosemary Street	NS
Speed	45 mph	S. Second Street	Manito Blacktop	Koch Street	NS
Speed	45 mph	VFW Road	S. Fourteenth Street	900' E of S. Fourteenth Street	EW
Speed	45 mph	Veterans Drive	30 mph posted	Allentown Road	NS
			(Ord. No. 1462-A214 had Court to Broadway edit 7-11-11)		
Speed	50 mph	Court Street	Veterans Drive	Eastern City Limit	EW
Speed	50 mph	N. Eighth Street	Past Sacred Hrt. Ce.	Northern City Limit	NS
Speed	50 mph	S. Second Street	Southern City Limit	Manito Blacktop	NS
Speed	55 mph	Ann Eliza Street	Bridge	Levee Road	West
Speed	55 mph	Margaret Street	Levee Road	Bridge	East
Speed	55 mph	Veterans Drive	Allentown Road	Broadway Road	NS
					Ord. No. 1462-A307

(deleted Ord. No. 1462-A200 10/14/02 on 10/22/07) (deleted 1462-A180 on 11-13-00) (1462-A290-09/10 failed 06/22/09) (deleted Ord. No. 1462-A288 on 06/27/11)

Control	**Speed**	**On Street**	**At or From**	**To**	**Direction**
Speed	20 mph	Market Street	N. Nineteen Street	East End	EW
Speed	20 mph	N. Nineteenth St.	Broadway Road	Market Street	S
Speed	20 mph	N. Twentieth Street	Broadway Road	Market Street	N
Speed	20 mph	Park Avenue	Court Street	12th Street	EW
					Ord. No. 1462-A276
Speed	35 mph	Broadway Road	N. 14th Street	Parkway Drive	EW
					Ord. No. 1462-A306
Speed	35 mph	Court Street	S. Ninth Street	Valle Vista Blvd	EW
Speed	35 mph	N. Eighth Street	Chestnut Street	Coolidge Drive	NS
Speed	35 mph	S. Second Street	Derby Street	Koch Street	NS
Speed	35 mph	S. Fourteenth Street	Rosemary Street	Koch Street	NS
Speed	35 mph	Parkway Drive	Broadway Road	Velde Drive	NS
					Ord. No. 1462-A266
Speed	35 mph	Sheridan Road	California Road	California Road E	EW
					Ord. No. 1462-A292
Speed	35 mph	VFW Road	Route 29	IC Railroad	EW
Speed	40 mph	Ann Eliza Street	N. Second Street	Bridge	West
Speed	40 mph	Broadway Road	Parkway Drive	Schramm Drive	EW
					Ord No. 1462-A306
Speed	40 mph	Court Street	Valle Vista Blvd	Barney Avenue	EW
Speed	40 mph	Hanna Drive	railroad tracks	S. Fifth Street	EW
					Ord. No. 1462-A310
Speed	40 mph	Margaret Street	Bridge	N. Second Street	East
Speed	40 mph	N. Eighth Street	Coolidge Drive	Past Sacred Hrt. Ce.	NS
Speed	40 mph	Parkway Drive	Velde Drive	Northern City Limit	NS
					Ord. No. 1462-A266
Speed	45 mph	Broadway Road	Schramm Drive	Veterans Drive	EW
					Ord. No. 1462-A306
Speed	45 mph	S. Fifth Street	Hanna Drive	Veterans Drive	NS
					Ord. No 1462-A328
Speed	45 mph	Court Street	Barney Avenue	Veterans Drive	EW
Speed	45 mph	S. Fourteenth Street	VFW Road	Rosemary Street	NS
Speed	45 mph	S. Second Street	Manito Blacktop	Koch Street	NS
Speed	45 mph	VFW Road	S. Fourteenth Street	900' E of S. Fourteenth Street	EW
Speed	45 mph	Veterans Drive	30 mph posted	Allentown Road	NS
			(Ord. No. 1462-A214 had Court to Broadway edit 7-11-11)		
Speed	50 mph	Court Street	Veterans Drive	Eastern City Limit	EW
Speed	50 mph	N. Eighth Street	Past Sacred Hrt. Ce.	Northern City Limit	NS
Speed	50 mph	S. Second Street	Southern City Limit	Manito Blacktop	NS
Speed	55 mph	Ann Eliza Street	Bridge	Levee Road	West
Speed	55 mph	Margaret Street	Levee Road	Bridge	East
Speed	55 mph	Veterans Drive	Allentown Road	Broadway Road	NS
					Ord. No. 1462-A307


Pekin
ILLINOIS
S 6TH ST
S 7TH ST
HOWARD CT
S 8TH ST
DEERFIELD DR
30 MPH
BUCKHAVEN ST
FAWNRIDGE LN
S FIFTH ST
PARKFIELD DR
MEADOW LN
HANNA DR
45 MPH