



REGULAR COUNCIL MEETING TUESDAY, OCTOBER 22, 2012
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
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 9, 2012. VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes October 5, 2012 and September Building Department Reports.		
7.2 Receive and File Recommendation of the Joint Review Board Regarding the TIF Redevelopment Plan and Project for the South Industrial Park Conservation Area		
7.3 Proclamation: "INTERNATIONAL ALPHA DELTA KAPPA MONTH"		
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		

9.0 NEW BUSINESS		
9.1 Ordinance No. 1462-A319-12/13 – Amending Title 8, Chapter 3, Section 8 of the Code of the City of Pekin 1995 Regarding Driving on Right Side of Roadway DESCRIPTION: Resumption of two-way traffic on 4th Street and on Capitol Street by amending the one-way street provisions in the Traffic Code. Recommendation of the Traffic Safety Committee to make the streets two-way in their entirety with an effective date of July 2, 2013. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	GN	2
9.2 Ordinance No. 2666-12/13 – Providing for the Disconnection of Certain Territory from the City of Pekin PIN #10-10-14-402-001. DESCRIPTION: Authorizes the de-annexation of 15809 VFW Road from the corporate limits of the City as petitioned by owners Marion and Carol Dever. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	JW	5
9.3 Ordinance No.1462-A18-12/13 – Amending Title 8, Chapter 2, Section 9 of the Code of the City of Pekin 1995 regarding Authorized Stop Signs Avon Street at Stratford Avenue DESCRIPTION: Recommendation of the Traffic Safety Committee to add stop sign to presently uncontrolled intersection because of visibility and commercial delivery traffic to the Derby Plaza. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	GN	2
9.4 Ordinance No. 2667-12/13 – Bond Ordinance DESCRIPTION: Providing for the issuance of General Obligation Bonds, Series 2012, in an aggregate principal amount not to exceed \$2,100,000. Effectuates the previous approval for various capital equipment items using the most appropriate debt structure. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	DG	1
9.5 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	JW	3
9.6 Ordinance No. 2668-12/13 – Approving the Tax Increment Redevelopment Plan and Project for the South Industrial Park Conservation Area	DG	1

DESCRIPTION: Approves the TIF Redevelopment Plan and Project as modified by Addendum “A” dated October 2, 2012 and recommended for approval by the Joint Review Board. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED		
9.7 Ordinance No. 2669-12/13 – Designating the South Industrial Park Conservation Area DESCRIPTION: Approves designated area as described in the TIF Redevelopment Plan and Project. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	DG	1
9.8 Ordinance No. 2670-12/13 – Adopting Tax Increment Financing for the South Industrial Park Conservation Area DESCRIPTION: Adopts Tax Increment Finance pursuant to Tax Increment Allocation Redevelopment Act with respect to total equalized assessed valuation of taxable real property in the designated Area of the TIF Plan. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	DG	1
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (1) Personnel		
12.0 ADJOURN No Vote Required		

Column 1 Key:

DG Asst City Manager Darin Girdler GN Police Chief Greg Nelson
JW City Manager Joseph Wuellner

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 9, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, SCHMIDGALL, HENDRICKS, BLANCHARD, MCCABE, AND BARRA

ABSENT: MASSAGLIA

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

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

AGENDA

Motion by Council Member Hendricks, seconded by Council Member Blanchard 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 Abel, that the **minutes of the Regular City Council Meeting of September 24, 2012, be approved as written**. On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member Blanchard, seconded by Council Member McCabe, that the **CONSENT AGENDA be approved as presented**. Mayor Barra presented the following for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Liquor Commission approved minutes June 28, 2012 and July 5, 2012 and unapproved minutes September 27, 2012
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7.2 Proclamation: "Pekin's First Scout-O-Rama" October 12, 13, 14, 2012
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On roll call vote all present voted Aye.

NEW BUSINESS

Motion by Council Member Abel, seconded by Council Member McCabe that the **CENTRAL STATES HEALTH & WELFARE FUND, NON-UNIT PARTICIPATION AGREEMENT be approved**. City Manager Joseph Wuellner presented the agreement that set the non-unit participation insurance premium rates for the next two years of the 5 year contract. Non-unit employees (staff, police, and fire) premiums were consistent with the rates paid from the Teamster contracts. He explained that the dollar amounts contained in the agreement were the City's portion of the premium not the employees share. Discussion ensued on the percentages of employee contributions to the health benefits. On roll call vote, Ayes, Abel, McCabe, Hendricks, Barra; Nays, Blanchard and Schmidgall. Motion Carried.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that the **INTERGOVERNMENTAL AGREEMENT BETWEEN RANKIN SCHOOL DISTRICT NO. 98, PEKIN PUBLIC SCHOOL DISTRICT NO. 108, AND PEKIN COMMUNITY HIGH SCHOOL DISTRICT NO. 303**, be approved. Assistant City Manager Darin Girdler explained to Council the agreement authorized the City to provide financial assistance to school districts by allocating a surplus of 25% of the Incremental Tax Revenue realized during the life of the South Industrial Park Conservation Area. Such an agreement was acceptable under the Tax Increment Allocation Redevelopment Act. The terms of the agreement would be invalid if the TIF plan, designation of the area, and the approval of increment financing ordinances failed when presented at the next Council meeting. The TIF could be approved by super majority without approval of the agreement. Council Member Blanchard expressed disappointment that

Derby Street was not included and stated that he would be voting no to the TIF documents. Council Member McCabe advised that in his reading on Tax Increment Financing districts he found some controversy over the benefits for other areas. He did not support the agreement. Mayor Barra pointed out that having a TIF is a tool to bring industry into the area, expand the tax base, and provide employment opportunities. On roll call vote, Ayes, Abel, Schmidgall, Hendricks, Barra; Nays, Blanchard, McCabe. Motion Carried.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that the **ASSIGNMENT AND ASSUMPTION OF THE TOMEN LEASE TO CHS, INC.** be approved. The City was asked to approve the written consent as lessor and landlord to assign an original lease entered into with Sours Grain Company further assigned and amended to Tomen Grain. Council was advised that there was no change in the term or the use of the property as a barge loading grounds for grain. The lease would provide \$21,000.00 in revenue. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Barra welcomed boy scouts from Pekin and read the proclamation "Pekin's first Scout-O-Rama" to be held the weekend of October 12, 2012 supported by Wotamalo District of the W.D. Boyce Council.

Council Member Hendricks stated he had received a complaint that the sound of the Council Meetings on Channel 22 was not audible. He asked from a citizen request that Traffic Safety Committee consider a 4 way stop at Columbus and Easter Streets. He also inquired if the City set Trick-or-treat hours and was told no.

Council Member Schmidgall was advised that the School District adjusted 2 of the cul-de-sac bus stops but were not considering a change to the other 9 that were changed to avoid backing up.

Kevin Jones, 30 Sapphire, Morton, IL distributed photos of a rental property adjacent to his rental at 2704 Pine Street. He asked that the overgrown vegetation be addressed and that the vacant property be boarded up for safety standards. Council discussion followed with staff regarding complaint driven code enforcement

EXECUTIVE SESSION

Motion by Council Member Abel, seconded by Council Member Blanchard, that the Council move to Executive Session at 6:15 p.m. to discuss 65 ILCS 120/2 (c) (1) Personnel, (2) Collective Bargaining, and (6) Sale or Lease of Municipally Owned Property. * On roll call vote all present voted Aye.

* Clerk note: 65 ILCS 120/2 (c) (6) Sale or Lease of Municipally Owned Property was not needed.

Council returned to open session. No further business to come before the Council, motion by Council Member Blanchard, seconded by Council Member Abel to adjourn. Unanimously approved by voice vote.

COUNCIL ADJOURNED AT 6:50 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
OCTOBER 5, 2012 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Greg Nelson, Joe Wuellner, Kurt Nelson, Tim Gillespie, Mike Guerra, Will Taylor. Also present: Bill Scarcliff, Bob Van Den Arend, Lee Ann Wrhel.

Joe made a motion to approve the meeting agenda. Kurt seconded. All in favor.

Tim made a motion to approve the minutes of the September 7, 2012 meeting. Joe seconded. All in favor.

Old Business:

1. Citywide Review of Narrow Street Parking Restrictions

There has been a request from a council member for the committee to address this issue. The committee agrees that it needs to be addressed. There was discussion of how to go about it in the most efficient, consistent manner. The committee will then present options for City Council to consider. As a place to start, Mike gathered initial data and presented it to the committee that identifies street widths. He will gather more data for the next meeting. All members of the committee were asked to do research to find what other cities are doing that is working for them to present at the next meeting. The Traffic Safety Committee issues are with parking on narrow streets and also unregulated parking on streets citywide.

New Business:

1. Uncontrolled "T" Intersections

There is a request for a stop sign at the "T" intersection of Avon at Stratford. Will made a motion to make a recommendation to City Council for placement of a stop sign on Avon southbound at Stratford. Tim seconded the motion. All in favor. Will was tasked with reviewing all "T" intersections in town for review.

2. Request for 4-Way Stop @ Washington and 6th Street

After discussion of this request, Will made a motion to leave this area as is. Joe seconded the motion. All in favor. The reason for this decision is that Washington Street is a through street and there are dedicated crosswalks at this location. The citizen who made this request will be notified of the decision.

3. Request for California Rd. @ Sheridan Rd. - Stop on California Rd. Only

After discussion of this request, Kurt made a motion leave this area as is at this time. Joe seconded the motion. All in favor. The reason for this

decision is that the line of sight at this location warrants the stop signs that are in place. This item will be revisited when the road construction in that area is complete. The citizen who made this request will be notified of the decision.

4. *Citizen Letter/Various Topics – No Particular Location*

Bob Van Den Arend (1903 St. Clair, 346-9510) submitted this letter and was in attendance at the meeting. He feels that the appearance of neighborhoods is a reflection of why people are reluctant to move to Pekin. He stated that, in his opinion, Pekin needs a dedicated code enforcement division with a code enforcement officer. He asked about the function of Parking Enforcement. Greg stated that it is full-time parking enforcement. He also stated that he feels the on-street parking needs to be addressed to get back control of the items that are being parked and left on the streets in neighborhoods. He is looking for a solution to these issues that he feels are adding to the demise of Pekin. He said he started with this committee because of the street parking issue.

The Traffic Safety Committee agrees that there are issues with parking on the street. Joe stated that streets are made for travel, not parking. Greg let him know that some of the code enforcement issues aren't within the realm of the Traffic Safety Committee. Joe explained the process of code violation enforcement.

5. *No Parking Request – Cherry Lane/Point East*

6. *No Parking Request – Wildwood/Highwood*

This request was prompted by the decision made by Pekin Public School District #108 to add bus stops in these locations that will require school busses to back up. After discussion, Mike made a motion to leave both areas as is for now. Kurt seconded the motion. All in favor.

Around the Table

Tim stated that on North Shore and Charles/Avon there are boats on the street that appear to be covered for the winter.

Mike reported that Petri Lane will likely be open in a week or so. Greg stated that when it is open the Speed Spy will be placed there to monitor speed.

Respectfully Submitted,
Lee Ann Wrhel

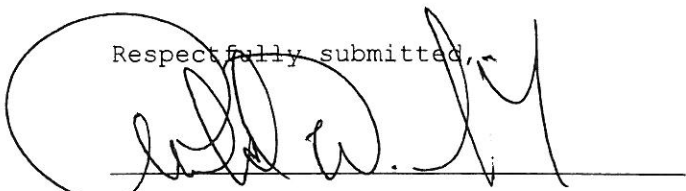
NEXT REGULAR MEETING NOVEMBER 2, 2012 @ 8:30 A.M.

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
September '2012

	PERMITS	VALUE	FEEs
BUILDING DEPT	49	\$ 357,933.00	\$ 2,482.00
ELECTRIC DEPT	22	\$ 79,700.00	\$ 966.00
HVAC DEPT	36	\$ 122,707.00	\$ 4,017.00
PLUMBING DEPT	19		\$ 260.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	0		\$.00
SEWER PERMITS	14		\$ 815.00
SEWER TAP RES	0		\$.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	140	\$ 560,340.00	\$ 8,540.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 122

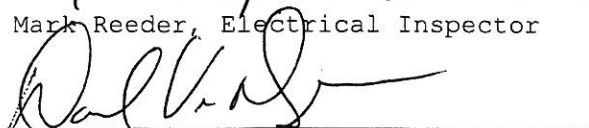
Respectfully submitted,



Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2012

MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BLDG PERMITS
JANUARY	2.00	\$329,825			9.00	\$20,678,744	5.00	\$44,900			
FEBRUARY		2.00	\$29,000		6.00	\$387,923	8.00	\$71,225			
MARCH	2.00	\$409,853			11.00	\$181,220	16.00	\$120,100			
APRIL	2.00	\$329,060			3.00	\$26,934	27.00	\$604,860			
MAY	4.00	\$773,874		1.00	\$24,000						
JUNE	3.00	\$501,412		1.00	\$12,000						
TOTAL 6 MO.	13.00	\$1,842,172	0.00	2.00	\$24,000	\$2,209,448	\$40,000	\$935,453			
JULY	3.00	\$560,120		1.00	\$1,773,466	4.00	\$54,800	21.00		\$341,138	
AUGUST		4.00	\$23,095	1.00	\$398,038	11.00	\$2,070,700	18.00		\$123,830	
SEPTEMBER		4.00	\$55,000		4.00	\$105,820	12.00	\$146,488			
OCTOBER											
NOVEMBER											
DECEMBER											
TOTAL 6 MO.	7.00	\$648,215	0.00	2.00	\$2,171,504	19.00	\$2,231,320	\$1,000	\$411,456		
YEAR	16	\$2,402,432	24.00	\$2,195,504	65.00	\$23,200,368	141.00	\$1,547,009		\$31,097,210	435.00

**RECOMMENDATION OF THE JOINT REVIEW BOARD
REGARDING THE TIF
REDEVELOPMENT PLAN AND PROJECT
FOR
THE SOUTH INDUSTRIAL PARK CONSERVATION AREA**

This Joint Review Board (JRB) has been established to consider the Tax Increment Financing Redevelopment Plan and Project for the South Industrial Park Conservation (IPC) Area (the "Project Area"), dated July 25, 2012 (the "Plan"). This Plan also contains an eligibility analysis that documents the conditions in the Project Area that causes it to qualify under the Tax Increment Allocation Redevelopment Act (the "Act"). On August 30 and September 13, 2012 the JRB convened at the Pekin City Hall to review the Plan and other documents as required under the Act.

Based upon the JRB's review of the public record, planning documents and the proposed ordinances approving the proposed Plan, it hereby recommends to the City Council of the City of Pekin that the Plan be approved, subject to the following conditions:

- That the City amends said Plan to provide for a declaration of an annual surplus of 25% of the tax increment revenue received the prior year for distribution to the affected taxing bodies. Said amendment to be consistent with the text contained in the attached Exhibit A.
- That the City amends said Plan to prohibit the use of tax increment financing incentives to induce the development of any livestock processing operations that include the slaughtering of domesticated livestock. Said amendment to be consistent with the text contained in the attached Exhibit A.
- That the City enters into an Intergovernmental Agreement with School Districts 98, 108 and 303 in the form attached hereto labeled Exhibit B.

The JRB recommendation is made on the basis that:

1. The Area qualifies as an "industrial park conservation area" ("IPC TIF") as defined in Section 11-74.4-3 (d) of the Act, to wit:
 - a. Pekin is a labor surplus municipality as defined in Section 11-74.4-3 (e) of the Act and documented in the Plan.
 - b. The Area includes vacant land suitable for use as an industrial park, and a blighted area (Pekin's CBD TIF District) is contiguous to the vacant land as documented in the Plan.
 - c. The Area is currently zoned for industrial uses or will be zoned such at the time the IPC TIF is established.
2. The Plan sets forth in writing the program to be undertaken including the appropriate documentation on estimated redevelopment project costs,

satisfactory evidence that the Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan.

3. The implementation of the Plan will reduce unemployment, create new jobs, retain existing jobs, and by the provision of new facilities enhance the tax base of the taxing districts that extend into the South Industrial Park Conservation Area.

MOTION MADE BY _____ AND SECONDED BY _____ TO
FORWARD THE ABOVE REPORT OF THE JOINT REVIEW BOARD TO THE CITY
COUNCIL OF THE CITY OF PEKIN, ILLINOIS:

<u>Taxing District:</u>	<u>Represented by:</u>	<u>Yea</u>	<u>Nay</u>
Community College District 514	_____	___	___
Tazewell County	_____	___	___
Pekin Township	_____	___	___
Cincinnati Township	_____	___	___
Public School District 108	_____	___	___
Community High Sch. Dist. 303	_____	___	___
Rankin Community Sch. Dist. 98	_____	___	___
Pekin Park District	_____	___	___
City of Pekin	_____	___	___
Public Member	_____	___	___
VOTE OF MEMBERS PRESENT:		___	___

Chairperson

Date

**MINUTES OF JOINT REVIEW BOARD MEETING
TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT
INDUSTRIAL PARK CONSERVATION AREA
THURSDAY, SEPTEMBER 27, 2012 3:00 P.M.
CITY HALL COUNCIL CHAMBERS**

The meeting was called to order by Chairman Steve Johnson.

Present were the following represent taxing bodies, members of the Joint Review Board, and the public:

Michael J. Freiling, County Administrator, Karl Jordon Cincinnati Township Supervisor, Robert Blackwell Pekin Park District, Carla Schaefer Pekin Community High School District 303, Steve Johnson Rankin School District 98, Bill Link Pekin School District 108, Debbie Lowman Rankin School District 98, Michael Tibbs Rankin School District 98, Monica Connett, Rankin School District 98, Cincinnati Township, and Tazewell County, Scott Kriegsman City of Pekin Attorney, Burt Dancey City of Pekin Attorney, Laurie Barra City of Pekin Mayor, Glayn Worrell Pekin School District 108, Sue E. McMillan City Clerk, Darin Girdler Assistant City Manager, Leigh Ann Matthews Economic Development Coordinator, Joe Wuellner Pekin City Manager, Mike Weber consultant PGAV, Kevin Kone Pekin Township, Tim Gay Rankin School District 98, and Jay Presley Rankin School District 98.

Roll Call

Illinois Central College District 514	Bruce Budde	Absent
Tazewell County	Mike Freiling	
Pekin Township	Kevin Cone	
Cincinnati Township	Karl Jordon	
Pekin Public School District 108	Bill Link	
Pekin Community High School District 303	Carla Schaefer	
Rankin School District 98	Steve Johnson	
Pekin Park District	Bob Blackwell	
City of Pekin	Joe Wuellner	
Public Member	Monica Connett	

Chairman Johnson reviewed Joint Review Board discussions and concerns addressed at previous board meetings before the members would take action with respect to forwarding their report to the Pekin City Council.

Rankin School District 108 had objected to the “pork processing” language in the Plan. Mr. Johnson presented the proposed change to the TIF Plan narrative:

E. Redevelopment Project

1. Job-Generating Redevelopment Activities:

Future private and public development will be consistent with industrial and commercial buildings and/or other uses permitted under the applicable zoning classifications, *provided that the TIF funds will not be used to induce the development of domesticated livestock processing operations that include the slaughtering of domesticated livestock.*

There were no objections to proposed amended language heard.

Mr. Johnson asked that the member be aware that the recommendation of the JRB and the Plan would be amended to include the following language condition: That the City enters into an Intergovernmental Agreement with School Districts 98, 108, and 303 in the form attached here to be labeled Exhibit B.

The Terms of the Intergovernmental Agreement with the School Districts was reviewed and discussed. There was a question as to the remaining taxing bodies being provided for financially. It was noted Taxing Districts other than the School Districts were third party beneficiaries under the terms of the Agreement.

Darin Girdler presented calculations scenarios of reimbursement for revenue lost by taxing districts.

Member Blackwell questioned if the 23 year TIF would close early would the remaining surplus be redistributed to all taxing bodies. It was Attorney Tibbs's opinion that the municipality could retain the funds for tax eligible expenses.

The amendment to the Plan was presented:

The City also commits to a pass-through of 25% of the incremental revenues generated with the Project Area to the affected taxing jurisdictions on an annual basis. The City will declare as surplus, 25% of the tax increment revenue to be returned on a pro-rata basis back to the affected local taxing bodies.

Motion was made by Jordon, seconded by Link that the Recommendation of the Joint Review Board Regarding the TIF Redevelopment Plan and Project for The South Industrial Park Conservation Area be approved and forward the report of the Joint Review Board to the City Council of the City of Pekin, Illinois. On roll call vote:

Illinois Central College District 514	Bruce Budde	Absent
Tazewell County	Mike Freilinger	Yea
Pekin Township	Kevin Cone	Yea
Cincinnati Township	Karl Jordon	Yea
Pekin Public School District 108	Bill Link	Yea
Pekin Community High School District 303	Carla Schaefer	Yea
Rankin School District 98	Steve Johnson	Yea
Pekin Park District	Bob Blackwell	Yea
Public Member	Monica Connett	Yea
City of Pekin	Joe Wuellner	Yea

Motion by Link, seconded by Connett that the Joint Review Board Adjourn. On roll call vote, all present voted Yea.

Meeting adjourned at 4:05 p.m.

**PROCEEDINGS OF THE PUBLIC HEARING
TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT FOR THE
PROPOSED SOUTH INDUSTRIAL PARK CONSERVATION AREA
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, OCTOBER 1, 2012 AT 5:30 O'CLOCK P.M.**

PRESENT: MAYOR LAURIE BARRA, CITY MANAGER JOSEPH WUELLNER, ASSISTANT CITY MANAGER DARIN GIRDLER, AND CITY CLERK SUE E. MCMILLAN

A Public Hearing for the proposed Redevelopment Plan and Project for South Industrial Park Conservation Area was opened by Mayor Barra at 5:30 p.m.

It was noted that the hearing was published in the Pekin Daily Times on Wednesday, September 5, 2012 and on Wednesday, September 12, 2012 pursuant to statutory requirements of the Tax Increment Allocation Redevelopment Act of Illinois Statutes.

A copy of a draft Redevelopment Plan for the proposed South IPC TIF had been on file with the City Clerk's office since August 1st, 2012. The Plan, which includes the basis for eligibility of the proposed Project Area, had been on file since then for review by the general public.

The City Council set the date for this public hearing at its regular meeting of August 13th.

Notices of this public hearing were sent via certified mail to all affected taxing districts on August 14th. Additionally, notices of the availability of the Plan were then mailed to all persons registered on the Interested Parties Registry and to all residential addresses within 750 feet of the boundaries of the TIF area.

Appropriate notices had been placed in the local newspaper as noted and notices had been sent to all property owners in the TIF Area.

On August 30th, September 13th and again on September 27th, the Joint Review Board met to review the Plan. The JRB was comprised of a representative from most of the various taxing districts that levy a property tax within the TIF area.

The JRB made a unanimous recommendation that the City Council approve the Plan, subject to certain conditions:

1. That the Plan be amended to provide for a declaration of an annual surplus of 25% the tax increment received the prior year for distribution to the affected taxing bodies.
2. That the Plan be amended to prohibit the use of tax increment financing incentives to induce the development of any livestock processing operations that include the slaughtering of domesticated livestock.
3. That the City enters into an intergovernmental agreement with School Districts 98, 108, and 303 affirming the declaration of annual surplus TIF revenue and providing for reimbursement to District 303 for job training expenses. It is the intention of the City to act on the intergovernmental agreement at the October 9th City Council Meeting.

The proposed Redevelopment Plan:

- Is designed to provide a financial incentive tool to induce job-generating developments such as manufacturing, office or other employment-generating businesses;

- It is estimated that the initial employment associated with three proposed projects will total about 215 jobs. Assuming the City is successful at inducing the industrial development for 300 of the 561 acres of vacant land within the TIF area it would generate approximately 2,200 additional jobs (including expansion of FCI Pekin).
- The TIF will principally be used to help pay for needed site work, roads and utilities, but can be used for other TIF-eligible expenses as provided for in the Plan and the TIF Act;
- Ultimately, it is the goal of the Plan to create job opportunities in the Pekin area.

It was believed that those properties within the boundaries of South IPC TIF will benefit from the program.

Pursuant to the TIF Act, the City Council may consider ordinances for approving the Plan Amendment, establishing the Redevelopment Project Area, and adopting tax increment financing no sooner than 14 days nor more than 90 days from the close of this public hearing. At this time it is the intention of the City Council to act on approving the Plan Amendment, establishing the Redevelopment Project Area, and adopting tax increment financing at the October 22nd City Council Meeting.

No one from the public was present. There were no questions or concerns heard.

The hearing was closed by Mayor Barra at 5:34 p.m.

Sue E. McMillan
City Clerk

*WHEREAS, Alpha Delta Kappa is celebrating International ADK Month, in October;
and*

*WHEREAS, the International Honorary Sorority for Women Educators recognizes
women who have proven themselves to be strong, efficient professional teachers; and*

*WHEREAS, it builds a fraternal fellowship, promotes high standards of education,
sponsors educational and altruistic projects, and contributes to world understanding through an
international fellowship of women educators; and*

*WHEREAS, scholarships and grants are available to ADK members for study and
travel. An International Teacher Education Scholarship is granted to a foreign student who
agrees to return to her own country and teach for a year; and*

*WHEREAS, the Alpha Theta Chapter of Alpha Delta Kappa at Pekin is comprised of 25
active members. Meetings are held monthly during the school year and on special occasions
during the Summer; and*

*WHEREAS, in addition to fellowship and business, the Alpha Theta Chapter has been
active in community and charity work. Throughout its 40 years, the Chapter has had many
projects, including granting yearly scholarships to students in education, contributing to an area
ADK Scholarship Fund, contributing to Christian Civic Outreach, Reading is Fundamental, and
Toys for Tots; and*

*NOW, THEREFORE, BE IT RESOLVED that I, Laurie L. Barra, Mayor of the City of
Pekin, Illinois, do hereby proclaim the month of October, 2012, to be*

"INTERNATIONAL ALPHA DELTA KAPPA MONTH"

in the City of Pekin, Tazewell County, Illinois

*ADOPTED, this 22nd day of October, in the Year of Our Lord, Two Thousand and
Twelve.*

LAURIE BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM:	Resumption of Two-Way Traffic on 4 th and Capitol Streets
AGENDA DATE REQUESTED:	October 22, 2012
ACTION REQUESTED:	Eliminate one-way sections of 4th and Capitol Streets, making the streets two-way in their entirety with an effective date of July 2, 2013. This action is at the request of the Traffic Safety Committee.
BACKGROUND:	The Pekin Public Library sought to change the section of S. 4th Street from Broadway to Washington to two-way. Rather than further confuse traffic with more one-way/two-way changes on 4th Street, the Traffic Safety Committee reviewed the one-way couple of 4th and Capitol Streets as a whole. The Committee found that (1) the one-way couple was no longer serving its intended purpose, (2) the one-way streets were more dangerous than nearby two-way streets and (3) there was strong public support for reverting to two-way, although support of the residents on those streets is near split.
FINANCIAL IMPACT:	None. Existing signs would be used to alert motorists of the change in traffic patterns.
NEIGHBORHOOD CONCERNS:	A significant number of residents on South Fourth and South Capitol spoke in opposition to the changes at a special meeting. Many of the concerns centered on parking restrictions, which ideally would be put in place to allow traffic to flow best.
IMPACT IF APPROVED:	Fourth and Capitol Streets would become two-way in their entirety. Based on available information, this would result in slower traffic and fewer accidents on those streets.
IMPACT IF DENIED:	No change
ALTERNATIVES:	Numerous options are available in the way of on-street parking restrictions.

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

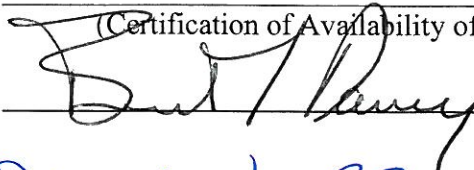
Date

Finance Department

(Certification of Availability of Funds)

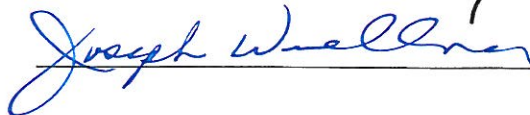
Date

Corporation Counsel



10/11/12
Date

City Manager



10/11/12
Date

ORDINANCE NO. 1462-A 319 – 12/13

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, SECTION 8
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING DRIVING ON RIGHT SIDE OF ROADWAY**

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 addressed one-way/two-way changes on 4th Street and Capitol Street as a whole; and

WHEREAS, the Committee found that (1) the one-way couple was no longer serving its intended purpose, (2) the one-way streets were more dangerous than nearby two-way streets and (3) there was strong public support for reverting to two-way; (4) change would result in slower traffic and fewer accidents; and

WHEREAS, support of the residents on Capitol Street and on 4th Street was near split with opposed residents; and

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

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

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

One Way	N. Capitol Street	Ann Eliza Street	Sheridan Road	North
One Way	N. Eighth Street	Court Street	N. Seventh Street	North
One Way	S. Capitol Street	Derby Street	Broadway Road	North
One Way	S. Fourth Street	Broadway Road	Derby Street	South

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 _____, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2012.

Mayor

ATTEST:

City Clerk

8-3-8: DRIVING ON RIGHT SIDE OF ROADWAY; EXCEPTIONS:

A. Upon all roadways of sufficient width, a vehicle shall be driven upon the right half of the roadway, except as follows:

1. When overtaking and passing a vehicle proceeding in the same direction under the rules governing such movement.
2. When an obstruction exists making it necessary to drive to the left of the center of the roadway; provided, any person so doing shall yield the right-of-way to all vehicles traveling in the proper direction upon the unobstructed portion of the roadway within such distance as to constitute an immediate hazard.

3. One-Way Streets. Vehicles traveling on the portions indicated of the first named streets in each paragraph of this Section shall travel in one direction only. The information following said street name indicates the direction said vehicles shall travel and the portion on said street where such travel shall be one-way only. Vehicles traveling other portions of said streets may travel either direction.

Control	On Street	At or From	To	Direction
One Way	Ann Eliza Street	N. Eighth Street	N. Second Street	West
One Way	Broadway Road	S. Second Street	Cynthiana Street	East
One Way	Cedar Street	Schramm School	Willow Street	South
One Way	Cynthiana Street	Broadway Road	S. Second Street	West
One Way	Elizabeth Street	Broadway Road	S. Fifth Street	West
One Way	Front Street	2340 ft. south of intersection of Main St. and Front St.	1415 ft	South
Ord. No. 1462-A 260 (11-27-06)				
One Way	Hemlock Street	Willow Street	Schramm School	North
One Way	Margaret Street	N. Second Street	Broadway Road	East
One Way	N. Capitol Street	Ann Eliza Street	Sheridan Road	North
One Way	N. Eighth Street	Court Street	N. Seventh Street	North
One Way	N. Fourth Street	Sheridan Road	Ann Eliza Street	South
One Way	N. Nineteenth Street	Market Street	Broadway	South
Ord. No. 1462-A168 (02-14-00)				
One Way	N. Second Street	Sommerset Street	Court Street	South
One Way	N. Third Street	Court Street	Sommerset Street	North
One Way	N. Twentieth Street	Broadway Road	Market Street	North
One Way	S. Capitol Street	Derby Street	Broadway Road	North
One Way	S. Fourth Street	Broadway Road	Derby Street	South
One Way	S. Second Street	Court Street	Washington Street	South
One Way	S. Seventeenth Street	Court Street	Center Street	South
One Way	S. Third Street	Broadway Road	Court Street	North
One Way	Sommerset Street	N. Third Street	N. Second Street	North
One Way	Third Avenue	Washington Street	Broadway Road	North

ORDINANCE NO. 2666-12/13

**AN ORDINANCE PROVIDING FOR THE DISCONNECTION
OF CERTAIN TERRITORY FROM THE CITY OF PEKIN,
TAZEWELL AND PEORIA COUNTIES, ILLINOIS
(Marion and Carol Dever)**

WHEREAS, on September 14, 2012, there was filed with the City Clerk and on September 24, 2012 with the City Council of the City of Pekin, Illinois, a Petition of Voluntary Disconnection from the City of Pekin, Illinois, executed by Marion Dever and Carol Dever; and

WHEREAS, said petition was filed at least 30 days prior to the adoption of this Ordinance, as required by 65 ILCS 5/7-3-4; and

WHEREAS, said petition was filed with certification from the Tazewell County Clerk and Tazewell County Treasurer showing that all city taxes and assessments are fully paid, as required by 65 ILCS 5/7-3-4; and

WHEREAS, the said territory is within the corporate limits of the City of Pekin, Illinois; and

WHEREAS, the said territory is upon the border of the City of Pekin, Illinois; and

WHEREAS, it is the duty of the City Council of the City of Pekin to determine and consider the disconnection petition and the proposed disconnection of the territory; and

WHEREAS, the Mayor and City Council, after due consideration, have recommended that the territory be disconnected from the City of Pekin; and

WHEREAS, it is deemed to be in the best interests of the City of Pekin, Illinois, that the territory be disconnected from the City of Pekin.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION I: That the property described below is hereby disconnected from the City of Pekin, and the same is hereby no longer included within the corporate limits of the City of Pekin:

15809 VFW Road

PIN # 10-10-14-402-001

A tract of land being part of the east half of the Southeast Quarter of Section 14, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the northwest corner of the east half of the Southeast Quarter of said Section 14 and running thence South 85 degrees 35 minutes 17 seconds East, along the north line of said Southeast Quarter of Section 14, a distance of 182.00 feet to a point, thence South 56 degrees 13 minutes 38 seconds East, a distance of 136.48 feet to the Point of Beginning of the tract herein described:

From the Point of Beginning; thence South 84 degrees 38 minutes 37 seconds East, along the south right of way line of VFW Road , a distance of 366.57 feet to a point being on the west line of Tract C as recorded in Plat Book SS Page 92 of T.C.R.O.; thence 03 degrees 52 minutes 56 seconds West, along said west line a distance of 201.21 feet to a point; thence North 56 degrees 13 minutes 38 seconds West, a distance of 422.68 feet to the Point of Beginning and containing 36,852 square feet, more or less, or 0.846 acres, more or less, situated in the County of Tazewell, State of Illinois.

SECTION II: That, upon the taking effect of this ordinance, the City Clerk shall file a certified copy of this ordinance in the Office of the Tazewell County Recorder of Deeds, and further the City Clerk shall file a document of disconnection with the County Clerk and County Election Authority.

SECTION III: That this ordinance shall be in full force and effect upon its passage by a majority of the members elected to the Council, approval and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the Mayor and City Council of the City of Pekin, this _____ day of _____, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK

**PETITION OF VOLUNTARY DE-ANNEXATION
FROM
THE CITY OF PEKIN, ILLINOIS**

We, the undersigned Marion Dever & Carol Dever hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Pekin, Illinois, state and allege as follows:

That we are the owners of record of the real estate in Tazewell County, Illinois described in the documentation attached.

That the said real estate is now a part of the corporate limits of the City of Pekin, Illinois, Tazewell County, Illinois.

That we request that the said real estate be de-annexed, and be detached from the corporate limits of the City of Pekin, Illinois.

That we request the City Council of the City of Pekin to cause the required notice to be published and to conduct the public hearing required by law, and to thereafter adopt an ordinance reducing the limits of the City of Pekin to exclude the attached described real estate.

Dated this 14 day of Sept, 2012.

Marion Dever
Property Owner (s)

Carol Dever

Marion Dever
Property Owner (s) Please print name (s)

Carol Dever

2875 S. 14th Street, Pekin, IL 61554
Address City/State/Zip

309-303-1313
Phone No.

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Carol & Marion Dover, personally known to me to be
the same person whose name is subscribed to the foregoing instrument appeared before me this
day in person and acknowledged that he signed, sealed and delivered the foregoing instrument as
his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 14th day of September 2012.

Juanita K Van Buskirk
Notary Public



Clerk's Office
Phone 477-2264

Christie A. Webb
Tazewell County Clerk
11 South Fourth St. Rm. 203
Pekin, Illinois 61554 - 4298

Election Division
Phone 477-2267

STATE OF ILLINOIS)
) SS:
COUNTY OF TAZEWELL)

I, Christie A. Webb, County Clerk in and for said County of Tazewell and State of Illinois, and the keeper of the Records and Seal of said County, do hereby certify that the following parcel pertaining to City of Pekin Ordinance 2661-12/13 have no delinquent taxes

10-10-14-402-001

In Testimony Whereof, I have hereunto set my hand and official seal at Pekin, Illinois, this 20th day of September, A.D. 2012.

Christie A. Webb

Christie A. Webb
Tazewell County Clerk



MUNICIPAL DEED

THIS INDENTURE WITNESSETH, that the Grantor, CITY OF PEKIN, an Illinois Municipal Corporation, for and in consideration of the sum of ONE (\$1.00) DOLLAR, and other good and valuable consideration, CONVEYS AND WARRANTS to MARION DEVER and CAROL DEVER, husband and wife, as joint tenants with rights of survivorship, the following described real estate, to-wit:

A part of the West Half of the Northeast Quarter of the Southeast Quarter of Section 14, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, Illinois, bounded as follows:

Beginning at the Northeast corner of said West Half of the Northeast Quarter of the Southeast Quarter, thence West 500 feet to a point, 10 feet Northeast of the center line of the existing watershed ditch, thence Southeasterly 573 feet to a point in the East line of said West Half of the Northeast Quarter of the Southeast Quarter which is 281 feet to a point in the beginning, thence North on the East line of said West Half of the Northeast Quarter of the Southeast Quarter, 281 feet to the point of beginning, situated in Tazewell County, Illinois.

Commonly known as: 15809 VFW Road, Pekin, IL 61554

Tax ID Nos.: 10-10-14-402-001

SUBJECT TO general real estate taxes for the year 2012, if any, and all years subsequent thereto.

SUBJECT TO valid covenants, easements and restrictions of record, if any.

DATED this 9th day of October, 2012.

EXEMPT UNDER 35 ILCS 200/31-45(B)

CITY OF PEKIN,
An Illinois Municipal Corporation,

BY: Laurie Barra
Its Mayor

ATTEST:

Sue MCMillan
Its City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify that LAURIE BARRA and SUE MCMILLAN, personally known to me to be the Mayor and City Clerk respectively of the CITY OF PEKIN, an Illinois Municipal Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of the municipal corporation and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2012.

Notary Public

Mail Tax Statement to:

Marion & Carol Dever
2875 S. 14th St.
Pekin, IL 61554

This Instrument Prepared By:

Elliff, Dancy & Bosich, P.C.
109 S. 4th St.
Pekin, IL 61554

2011 Statement of Taxes Tazewell County

9/20/2012 16:22:51

Parcel Number	10-10-14-402-001	Property Owner	Legal Description
Tax Year	2011	PEKIN CITY OF	SEC 14 T24N R5W 2 AC TRACT IN NE COR OF W 1/2
Township	CINCINNATI	15809 VFW RD	OF NE 1/4 OF SE 1/4
Property Class	0030 - Vac Lots-Lands/6 units	PEKIN IL, 61554-0000	
Land Use			
Tax Code	10035		Property Site Address
Tax Status	Taxable		15809 VFW RD
			PEKIN, IL 61554 -0000
2011	1st Installment	2nd Installment	Totals
<i>Tax Billed</i>	\$0.00	\$0.00	\$0.00
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
<i>Amount Paid</i>	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
<i>Date Paid</i>			
<i>Batch Number</i>			
<i>Receipt No.</i>			
<i>Cashier Code</i>			
<i>TPA</i>			
<i>Paid by</i>			
<i>Status</i>			

MARY BURRESS**TAZEWELL COUNTY PROPERTY TAX BILL****TAZEWELL COUNTY TREASURER/COLLECTOR 2011 TAXES PAYABLE 2012****11 S. 4TH ST. STE. 308****PEKIN, IL 61554****Make checks payable to: TAZEWELL COUNTY COLLECTOR**LOCATION: 15809 VFW RD
PEKIN, IL 61554-0000

LEGAL DESC: SEC 14 T24N R5W 2 AC TRACT IN NE COR OF W 1/2 OF NE 1/4 OF SE 1/4

NAME:

PEKIN CITY OF
111 S CAPITOL ST
PEKIN IL 61554-0000TAX CODE
10035TAZEWELL COUNTY
ITEMIZED STATEMENTTOWNSHIP
CINCINNATI

Taxing Body	Prior Year Rate	Prior Year Tax	Current Rate	Current Tax	Pension Amount
TAZEWELL COUNTY	0.00000	\$0.00	0.10885	\$0.00	\$0.00
GRADE SCHOOL 98	0.00000	\$0.00	0.13458	\$0.00	\$0.00
HIGH SCHOOL 303	0.00000	\$0.00	0.06232	\$0.00	\$0.00
COMMUNITY COLLEGE 514	0.00000	\$0.00	0.00562	\$0.00	\$0.00
CINCINNATI RD & BR	0.00000	\$0.00	0.02108	\$0.00	\$0.00
CINCINNATI TOWNSHIP	0.00000	\$0.00	0.01957	\$0.00	\$0.00
PEKIN CORP	0.00000	\$0.00	1.07944	\$0.00	\$0.00
PEKIN LIBRARY	0.00000	\$0.00	0.24464	\$0.00	\$0.00
Totals	0.00000	\$0.00	1.67610	\$0.00	\$0.00

PROPERTY INDEX
NUMBER (PIN)

10-10-14-402-001

PROPERTY CLASS

0030

LENDING CODE

265

FIRST DUE DATE

06/04/2012

TIF BASE

0

1977 EQUALIZED

12,330

FIRST INSTALLMENT

\$0.00

SAF BASE

0

SECOND DUE DATE

09/04/2012

FAIR CASH VALUE

30

SECOND INSTALLMENT

\$0.00

TOTAL ACRES

2.00

LAND VALUE

10

PRIOR TAX SOLD

NO

+ BUILDING VALUE

0

FORFEITED

NO

- HOME IMPROVEMENT

0

= ASSESSED VALUE

10

x STATE MULTIPLIER

1.0000

= EQUALIZED VALUE

10

- OWNER OCCUPIED

0

- SENIOR EXEMPT

0

- FREEZE EXEMPTIONS

0

- VETERAN EXEMPT

0

- DISABLED EXEMPT

0

+ FARM LAND

0

+ FARM BUILDING

0

= NET TAXABLE VAL

0

x TAX RATE

7.75219

= CURRENT TAX

\$0.00

- ENTERPRISE ZONE

\$0.00

+ DRAINAGE

\$0.00

+ FORFEITURE BAL

= TOTAL TAX DUE

\$0.00

- TOTAL TAX PAID

= TOTAL TAX DUE

\$0.00

2011 PAYABLE 2012

Owner Name: PEKIN CITY OF

PLEASE SEE REVERSE SIDE FOR PAYMENT INFORMATION.**DUPLICATE****#1****RETURN THIS PORTION WITH PAYMENT**FOR THE YEAR 2011 PROPERTY INDEX NUMBER (PIN)
10-10-14-402-001

DUE DATE 06/04/2012 FIRST INSTALLMENT \$0.00 AMOUNT PAID

LATE PAYMENTS

PAID BY

AFTER: 06/04/2012 \$0.00

AFTER: 07/04/2012 \$0.00

AFTER: 08/04/2012 \$0.00

AFTER: 09/04/2012 \$0.00

DUPLICATE**#2****RETURN THIS PORTION WITH PAYMENT**FOR THE YEAR 2011 PROPERTY INDEX NUMBER (PIN)
10-10-14-402-001

DUE DATE 09/04/2012 SECOND INSTALLMENT \$0.00 AMOUNT PAID

LATE PAYMENTS

PAID BY

AFTER: 09/04/2012 \$0.00

AFTER: 09/14/2012 CONTACT 309-477-2284 FOR AMOUNT

DUPLICATENAME: PEKIN CITY OF
ADDRESS: 111 S CAPITOL ST
PEKIN IL 61554-0000NAME: PEKIN CITY OF
ADDRESS: 111 S CAPITOL ST
PEKIN IL 61554-0000**Total Tax Due****\$0.00**

(65 ILCS 5/7-3-4) (from Ch. 24, par. 7-3-4)

Sec. 7-3-4. Any territory, within any municipality, which is upon the border but within the boundary of the municipality may be disconnected from the municipality, in the discretion of its corporate authorities as follows:

A written petition, signed by owners of record representing a majority of the area of land in such territory, shall be filed with the clerk of the municipality, requesting that the specified territory be disconnected from the municipality. The petition shall be filed at least 30 days before it is considered by the corporate authorities. The petition shall be accompanied with the certificate of the proper county clerk, showing that all city taxes or assessments due up to the time of presenting the petition are fully paid. The corporate authorities, in their discretion, may disconnect the territory from the municipality, by an ordinance passed by a majority of the members elected to the city council, or board of trustees, as the case may be.

(Source: P.A. 83-656.)

ORDINANCE NO. 2661-12/13

**AN ORDINANCE ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE
AUTHORIZING THE SALE
OF MUNICIPALLY OWNED REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin owns the following described property (the "Property"):

15809 VFW Road, Pekin, Illinois 61554

Containing 0.846 acres of Part of SECTION 14 T24N R5W 2 ACRE TRACT in NE QUARTER
of WEST HALF of NE QUARTER OF SE QUARTER.

PIN NO: 10-10-14-402-001.

AND WHEREAS, the City Council of the City of Pekin has determined that the above
described Property is unoccupied and not needed for or used for governmental purposes or
proprietary activity and therefore, the said Property is not required for the use of, or profitable to the
municipality; and

WHEREAS, pursuant to Ordinance No. 2649-11/12 Establishing Procedure for Sale or Lease
of Surplus Public Real Estate, the City Manager, or his designated representatives, have negotiated
the price and terms of said Contract, and

WHEREAS, the City of Pekin has negotiated the Sale of Real Estate wherein the acquisition
of the Property shall be for the sum of Three Thousand Eight Hundred Ten (\$3,800.00) Dollars and
No Cents; and

WHEREAS, upon enacting this Ordinance, the City Council finds and determines it is in the
best interests of the City of Pekin and its residents that the City of Pekin sell/transfer the Property to
Marion and Carol Dever; and

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

SECTION I. That the City of Pekin finds as facts the recitals herein above set forth.

SECTION II. That the City shall complete the sale of the following described Property:

15809 VFW Road, Pekin, Illinois 61554

Containing 0.846 acres of Part of SECTION 14 T24N R5W 2 ACRE TRACT in NE QUARTER of WEST HALF of NE QUARTER OF SE QUARTER.

PIN NO: 10-10-14-402-001.

is hereby approved by the City of Pekin, and said Property shall be transferred in accordance with acceptable practices for the sum of Three Thousand Eight Hundred Ten (\$3,800.00) Dollars and No Cents.

SECTION III. In accordance with the terms of said Sale, the Mayor of the City of Pekin, for and on behalf of the City of Pekin, is hereby authorized and directed to convey and transfer the aforesaid Property to Marion and Carol Dever by a proper Municipal Deed, and the City Clerk is hereby authorized to acknowledge and attest such Municipal Deed and to affix thereto the seal of the City of Pekin for and on behalf of the City of Pekin.

SECTION IV. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such Contract and such other documents as may be necessary to consummate the transaction contemplated herein and in said Contract.

SECTION V. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION VI. That this Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2012.

APPROVED this 11th day of June, 2012.

MAYOR

ATTEST:

CITY CLERK

REAL ESTATE SALE CONTRACT

This Real Estate Sale Contract "Agreement" made this _____ day of _____, 2012 between the CITY OF PEKIN, an Illinois Municipal Corporation, hereinafter referred to as "SELLER", and Marion and Carol Dever, hereinafter referred to as "BUYER".

1. PROPERTY. (a) BUYER hereby offers to purchase from SELLER and SELLER agrees to sell to BUYER, upon the terms set forth herein, that certain parcel of real estate legally described as follows:

Legal Description: See Attached

15809 VFW Road, Pekin, Illinois 61554

Containing 0.846 acres of Part of SECTION 14 T24N R5W 2 ACRE TRACT in NE QUARTER of WEST HALF of NE QUARTER OF SE QUARTER.

PIN NO: 10-10-14-402-001

Hereafter referred to as the "Property".

2. PURCHASE PRICE. BUYER agrees to pay to SELLER the sum of Three Thousand Eight Hundred Dollars and No Cents (\$3,800.00) (the "Purchase Price") for the Property at closing. The Purchase Price, adjusted by prorations and credits allowed by this Agreement, shall be paid at closing by cashier's check or other form of payment acceptable to Seller. Buyer shall deliver \$500.00, the receipt of which is hereby acknowledged, as earnest money, to be held by the Seller and applied to the purchase price. In the event of breach of this agreement by the Buyer, the earnest money shall become the property of the Seller, as liquidated damages for Buyer's breach.

3. DATE OF CLOSING AND POSSESSION. SELLER shall deliver possession of the premises to BUYER at the time of the closing of this transaction which is to be on or before September 30, 2012, unless otherwise extended by written agreement of the parties, at the offices of Elliff, Dancey & Bosich, P.C. 109 S. 4th Street, Pekin, Illinois 61554, or at such other place and time as the parties shall agree.

4. FINANCING. This Contract is not subject to BUYER obtaining financing for this transaction.

5. EVIDENCE OF MERCHANTABLE TITLE. Within twenty-one (21) days after the date of this Agreement, SELLER will furnish BUYER with a commitment by a reputable title insurance

company to issue an Owner's Policy, in the amount of the Purchase Price, depicting merchantable title to Property vested in SELLER "Title Commitment". SELLER will pay (i) all expenses incurred in connection with perfecting title and issuing the Title Commitment, and subsequent Owner's Policy, (ii) all revenue stamps payable with respect to the transaction described in this Agreement, and (iii) all recording fees on instruments required to clear any defects in title.

If the title commitment discloses exceptions other than those permitted, BUYER shall give written notice of the exceptions to SELLER within a reasonable time (but not later than the closing date) to have the title exceptions removed. BUYER, notwithstanding that notice, will not be bound by any defects in title arising subsequent to the date of the Title Commitment and prior to the Closing. Permitted Title Exceptions shall include only: (a) the lien of general taxes not yet due; (b) zoning laws, building ordinances, set-back lines; (c) public utility easements of record; (d) items assumed by BUYER herein; (e) any lien which may be removed by the payment of money from the purchase price at the time of closing; (f) conditions, dedications, covenants and restrictions of record; and (g) reservation of mineral title; provided none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the property, or if they materially restrict the reasonable use of the property for commercial purposes. If SELLER, in response to a notice from BUYER, cannot cure prior to the Closing, or within a reasonable extension thereof granted by BUYER, in writing, the valid title objections cited by BUYER, then BUYER may (i) elect to accept such title as SELLER is capable of conveying without any reduction or abatement of the Purchase Price or (ii) declare this Agreement canceled and void.

6. DEED. At closing, SELLER shall furnish a recordable Municipal Deed concerning the above described property sufficient to convey the Property to BUYER. Said deed may refer to and incorporate the provisions of this Agreement. The real estate taxes, if any, will be prorated on the basis of the currently assessed valuation of the Property multiplied by the prevailing tax rates, and the amounts so calculated will then be applied at the closing as a credit against the Purchase Price.

7. CONDITION OF PREMISES - "AS-IS". BUYER acknowledges inspection of the Property and accepts the same in as-is condition as of the date of the BUYER's final inspection prior to the date of this Agreement.

8. RPTA. SELLER warrants to the Buyer that to its knowledge the Property herein conveyed is not "real property" as defined by the Responsible Property Transfer Act of 1988, (765 ILCS 99, et seq.), and specifically does not: (a) contain one or more facilities which are subject to reporting under Section 312 of the federal emergency Planning and Community Right-to-Know Act of 1986, and federal regulations promulgated thereunder; or (b) have underground storage tanks which require notification under Section 902 of the Solid Waste Disposal Act, as now or hereafter amended (42 U.S.C. Sec. 6991).

9. ADDITIONAL SELLER'S REPRESENTATIONS. SELLER hereby represents to BUYER as of the date hereof and as of the Closing Date, that: (a) Except for SELLER, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof, nor are there any persons who have leasehold rights in respect to the Property or any part thereof; (b) there are no claims, causes of action or other litigation or proceedings pending or threatened with respect to the ownership or operation of the Property or any part thereof (including disputes with the holder of any mortgage, governmental authorities, utilities, contractors or adjoining land owners); and (c) SELLER has not received any notice of any violations of any Legal Requirements in respect to the Property which have not been entirely corrected. To Seller's knowledge there is no existing, pending, contemplated, threatened or anticipated (i) condemnation of any part of the Property, (ii) widening, change of grade or limitation on use of streets abutting the Property, (iii) special tax or assessment to be levied against the Property, (iv) change in the zoning classification of the Property, or (v) change in the tax assessment of the Property.

10. BROKERAGE. SELLER hereby represents and warrants to BUYER that no realtors or brokers are involved in this transaction and no fees and commissions are due to any such realtors and brokers at closing.

11. DEFAULT. If either party repudiates this Agreement, fails or is unable to perform timely or otherwise breaches any obligation under this Agreement, the non-breaching party shall serve written notice of such breach upon the other party and if such breach is not corrected within 30 calendar days after service of such notice, then the non-breaching party may pursue any remedies at law or in equity. In the event of any breach of this Agreement, the breaching party shall pay on demand the reasonable attorney's fees incurred by the non-breaching party or their agent(s) as a result of such breach, whether incurred for the purpose of negotiation, trial, appellate or other legal or support services.

12. RESPA: FIRPTA. If applicable, SELLER and BUYER agree to make all disclosures and to sign all documents necessary to allow full compliance with the provision of the Real Estate Settlement Procedures Act of 1974, as amended. The parties further agree to execute and deliver any other documents reasonably necessary to effectuate compliance with any other provisions of law required in connection with this transaction.

13. NOTICES. Notices required herein shall be considered effective when delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested and addressed to:

If to SELLER:
CITY OF PEKIN, ILLINOIS
C/o City Manager
111 S. Capitol
Pekin, Illinois 61554

With Copies To:
Mayor
City of Pekin
111 S. Capitol
Pekin, Illinois 61554
and
Eliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P.O. Box 873
Pekin, Illinois 61555-0873

If to PURCHASER:
Marion and Carol Dever
2875 S. 14th Street
Pekin, IL 61554

or to such other address, and to the attention of such other person(s) or officer(s), as either party may designate by written notice.

14. ENTIRETY OF THE AGREEMENT. This contract contains the entire agreement between the parties and no oral representation, warranty or covenant exists.

15. TIME OF THE ESSENCE. The time for performance of the obligations of the parties is of the essence of this contract.

16. NO MERGER. The terms and provisions of this Real Estate Contract shall survive the delivery of the Municipal Deed, and shall not merge or be deemed to merge, into the Municipal Deed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the last date written below.

SELLER:
CITY OF PEKIN, ILLINOIS,
A municipal corporation

PURCHASER:

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

By: _____
Its: _____

DATED: _____

DATED: _____

BEARINGS ARE BASED ON IL STATE PLANE COORDINATES, NAD 83, (86 ADJUSTMENT), WEST ZONE

A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF
SECTION 14 TOWNSHIP 24 NORTH, RANGE 5 WEST, 3d PRINCIPAL
MERCANTILE RANGE, TAZEWELL COUNTY



A tract of land being part of the east half of the Southeast Quarter of Section 14, Township 24 North, Range 5 West of the third principal Meridian, Izard County, Illinois and being more particularly described as follows:

Commencing at the northwest corner of the east half of the Southeast Quarter of said Section 14 and running thence South 85 degrees 35 minutes East, along the north line of said Section 14, a distance of 132 feet to a point marked S-1; thence S-1 degrees 05 minutes East, a distance of 135.48 feet to the point of beginning of the tract. The area is about:

From the Point of Beginning, Thru South 42 degrees 36 minutes 37 seconds East, along the line of the right of way line of the Road, a distance of 356.67 feet to a point lying on the West line of Tract C as recorded in Page Book 53, Page 37 at 1:34.444 feet South, 01 degree 50 minutes 56 seconds North, along and West line a distance of 201.21 feet to a point; thence North 56 degrees 13 minutes 31 seconds West, a distance of 422.68 feet to the Point of Beginning.

BEING THE SAME AS THE TRACT OF LAND, STATE OF IOWA, SITUATED IN THE COUNTY OF IOWA, STATE OF IOWA,

This plot survey is approved by the City of Pekin this day of AD 2012

 Plot Approving Officer

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) 55

... Clerk of Tazewell County do hereby certify that
have this day executed the foregoing of the property shown on the attached plat and
and no defendant general taxes, unpaid general taxes, delinquent special assessments or
delinquent special assessments against the tract of land described in said plat,
than under my hand and seal the ____ day of _____ AD 2012.

County Clerk Deputy Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF TAZEWELL)

Charles A. Brun, an Illinois Professional Land Surveyor, certifies I have surveyed the property as described and shown on the accompanying plat drawn to the scale of one inch equals 60 feet ± 60%. The property shown hereon is within the corporate limits of the City of Peoria, Illinois, which has been approved and deposited comprehensive plan. This professional service conforms to the current rules under my hand and seal this _____ day of _____, 2012.

James E. A. Higgenbottom, Professional Land Surveyor #2620

MY LICENSE EXPIRES NOVEMBER 30, 2012

STATE OF ILLINOIS)
) ss
COUNTY OF TAZEWELL)

Danner
 Dated this day of AD 2002

STATE OF ILLINOIS
SS:
SS:

... a Mayor Public In and for said County and the State
I do hereby certify that ... personally known to me to be
said persons, whose names are subscribed to the accompanying card of certification, each
subscribed before me on this day in person and acknowledged that he signed and sealed the
said card and certification on his free and voluntary act for the uses and purposes therein
set forth.
Given under my hand and seal the ... day of AD 2012

Notary Public

NOTE:

Field Work Component 9-12-12.

AECOM
11 NE JEFFERSON AVE.

PM (109) 676 0462



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM: Amend Traffic Code Regarding Stop Sign on Avon Ave. at Stratford Ave.

AGENDA DATE REQUESTED: October 22, 2012

ACTION REQUESTED: Install stop sign.

BACKGROUND: The intersection is currently uncontrolled. As such, vehicles that are southbound on Avon are required to only yield to traffic on Stratford. Because of visibility and commercial delivery traffic to the Derby Plaza, the Traffic Safety Committee recommends a stop sign be installed.

FINANCIAL IMPACT: One sign at a cost of up to \$200.

NEIGHBORHOOD CONCERNS: Would add safety to neighborhood traffic.

IMPACT IF APPROVED: Traffic southbound on Avon Avenue would have to stop before turning onto Stratford Avenue.

IMPACT IF DENIED: Traffic southbound on Avon Avenue would continue to have to yield before turning onto Stratford Avenue.

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

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

Paul J. Murphy 10/11/12

Date

City Manager

Joseph W. Maloney 10/11/12

Date

ORDINANCE NO. 1462-A318 – 12/13

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS
AVON STREET AT STRATFORD AVENUE**

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

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 Traffic Safety Committee reviewed concerns of the uncontrolled T-section of Avon Street and Stratford Avenue because of visibility and commercial delivery traffic to Derby Plaza, at the meeting on October 5, 2012; and

WHEREAS, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that vehicles southbound on Avon Street be required to stop before turning onto Stratford Avenue; and

WHEREAS, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that traffic south on Avon Street stop to traffic on Stratford Avenue.

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

1. That Title 8, Chapter 2, Section 9 be amended by adding the following Stop Control:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>Direction</u>
Stop	Avon Street	Stratford Avenue	south

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 _____, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2012

Mayor

ATTEST:

City Clerk



8-2-9: **AUTHORIZED STOP SIGNS:** All vehicular traffic shall come to a stop on the streets described as follows:

Control	On Street	At or From	Direction
Stop	Alameda Court	Gingoteague	South (Ord. No.1462-A295-09/10 01-25-10)
Stop	Alameda Drive	Gingoteague	North (Ord. No.1462-A295-09/10 01-25-10)
Stop	Amanda Street	Earl Street	East
Stop	Ann Eliza Street	N. Ninth Street	West
Stop	Ann Eliza Street	N. Twelfth Street	West (Ord. No.1462-A284-08/09 10-14-08)
Stop	Arlann Drive	North Shore Drive	North
Stop	Aspen Court	Dogwood Lane	East-West (Ord. No.1462-A259-06/07 11-13-06)
Stop	Autumn Ridge Drive	North Lake Drive	West (Ord. No.1462-A256-07/08 08-14-06)
Stop	Avon Street	Stratford Avenue	South (Ord. No.1462-A318-12/13 10-22-12)
Stop	Bacon Street	Walnut Street	South
Stop	Belmont Drive	Glendale Avenue	West
Stop	Black Street	Meyers Court	North-South
Stop	Broadway Road	S. Fifth Street	East-West
Stop	Broadway Road	S. Fourth Street	East-West
Stop	Broadway Road	Third Avenue	East-West
Stop	Brookdale Lane	Knollcrest Avenue	East
Stop	Buckhaven Street	Fawnridge Lane	East (Ord. No. 1462-A250 02-13-06)
Stop	Capitol Street	Elizabeth Street	North-South (Ord. No. 1462-A280 09-22-08)
	(Casey see Kacy)		
Stop	Charles Street	S. Tenth Street	East-West
Stop	Charlotte Street	N. Third Street	East-West
Stop	Charlotte Street	Willow Street	West
Stop	Columbus Drive	Valentine Drive	North-South
Stop	Court Street	N. Third Street	West
Stop	Court Street	S. Third Street	East
Stop	Crescent Drive	Coolidge Drive	North-South
Stop	Crestview Drive	Glendale Avenue	West
Stop	Cypress Street	Pine Street	South Ord. No. 1462-A314 07-23-12)
Stop	Deerfield	S. Fifth Street	West (edit 01-25-10)
Stop	Derby Street	S. Fifth Street	East-West
Stop	Derby Street	S. Fourteenth Street	East
Stop	Derby Street	S. Seventh Street	East-West
Stop	Derby Street	S. Tenth Street	East-West
Stop	Dogwood Lane	Black Oak Drive	North-South (Ord. No. 1462-A259-06/07 11-13-06)
Stop	El Camino Drive	S. Fourteenth Street	East-West
Stop	El Camino Drive	Quail Hollow Road	North-South (Ord. No. 1462-A257-06/07 09/11/06)

ORDINANCE NUMBER 2667-10/j2

AN ORDINANCE providing for the issuance of General Obligation Bonds, Series 2012, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in an aggregate principal amount not to exceed \$2,100,000 and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

* * *

WHEREAS, the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*City*"), has a population of more than 25,000, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "*Constitution*"), the City is a home rule unit of government and, as such, may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of Section 6(a) of the Constitution, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within forty (40) years from the time it is incurred without prior referendum approval; and

WHEREAS, the City Council of the City (the "*Corporate Authorities*") have not adopted any ordinance or resolution establishing procedures to be followed in the borrowing of money for public corporate purposes of the City and issuing full faith and credit bonds of the City without referendum approval; and

WHEREAS, the Corporate Authorities have heretofore determined that it is necessary and in the best interests of the City to pay the costs of the construction of streets and street improvements and the acquisition of machinery and equipment (collectively, the "*Project*"), all in accordance with preliminary plans and specifications prepared by and on file with the City engineers; and

WHEREAS, the estimated cost to the City of the Project is not less than the sum of \$2,100,000 and estimated investment earnings; and

WHEREAS, there are insufficient funds of the City on hand and lawfully available to pay such costs of the Project; and

WHEREAS, the Corporate Authorities hereby find and determine that it is necessary for the welfare of the government and affairs of the City, is a proper public purpose and is in the public interest of the City that a sum not to exceed \$2,100,000 be borrowed at this time to finance the costs of the acquisition and construction of the Project and the costs of issuing such bonds, and in evidence of such indebtedness, full faith and credit bonds of the City in an aggregate principal amount not to exceed \$2,100,000 be issued;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are full, true and correct and do incorporate them into this ordinance by this reference.

Section 2. Determination to Issue Bonds. The Corporate Authorities hereby determine that it is necessary and in the best interests of the City to acquire and construct the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. The Corporate Authorities hereby find and determine that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes, and is in the public interest, and these findings and determinations shall be deemed conclusive. The Corporate Authorities hereby find and determine that the City is authorized to issue its general obligation bonds to an aggregate principal amount not to exceed

\$2,100,000 for the purpose of financing the costs of the construction of the Project and the costs of issuing such general obligation bonds.

Section 3. Bond Details. There shall be borrowed on the credit of and for and on behalf of the City a sum not to exceed \$2,100,000 for the payment of the cost of financing the costs of the acquisition and construction of the Project and the costs of issuing such general obligation bonds, and general obligation bonds of the City (the "*Bonds*") shall be issued in said amount and shall be designated "General Obligation Bonds, Series 2012." The Bonds shall be dated the date of issuance, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be lettered R and numbered 1 and upward consecutively in such manner as shall be determined by the Bond Registrar (as hereinafter defined), and shall become due and payable serially on August 1 of each of the years (or such other date or dates set forth in the Bond Order, as hereinafter defined), but not later than August 1, 2020, and in the principal amounts, and shall bear interest at such rate or rates not to exceed four percent (4%) *per annum*, as set forth in the Bond Order, but not in excess of \$2,100,000 in aggregate principal amount.

Subsequent to the sale of the Bonds, the Mayor of the City shall file in the office of the City Clerk of the City a Bond Order directed to the Corporate Authorities (the "*Bond Order*"), setting forth the terms of sale, the aggregate principal amount of Bonds sold, the aggregate principal amount of the Bonds maturing each year, the interest rate or rates to be borne by the Bonds sold, the date or dates on which principal and interest will be paid, the redemption (including mandatory sinking fund redemption) provisions of the Bonds, if any, and such other details of the Bonds, and thereafter the Bonds so sold shall be duly prepared and executed in the form and manner set forth herein and delivered to the Purchaser in accordance with the terms of

sale. The City deems it proper to delegate to the Mayor of the City the power to approve any and all changes as he or she shall, on behalf of the City, determine, subject to the limitations of this Ordinance.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on February 1 and August 1 of each year, commencing on August 1, 2013, unless otherwise provided in the Bond Order. Interest on each Bond shall be paid by check or draft of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as bond registrar and paying agent (the "*Bond Registrar*"), payable in lawful money of the United States of America to the person in whose name such Bond is registered at the close of business on the fifteenth day of the calendar month immediately prior to the applicable interest payment date. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender at the designated corporate trust office of the Bond Registrar or at a successor Bond Registrar. Notwithstanding the foregoing, the principal of and premium, if any, and interest on any Bond shall be payable by wire transfer in immediately available funds to such wire transfer address within the continental United States of America as shall be requested by any owner of all of the outstanding Bonds or any owner of Bonds in an aggregate principal amount of at least \$1,000,000, if such owner shall have requested payment by such method in writing, and shall have provided the Bond Registrar with an account number and other necessary information for such purpose by the fifteenth day of the calendar month immediately preceding the applicable payment date; *provided*, that the payment of the principal of and premium, if any, on each Bond shall be made only upon presentation and surrender of such Bond at the designated corporate trust office of the Bond Registrar.

The official seal of the City shall be affixed to or a facsimile thereof printed on each of the Bonds, and the Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor of the City, and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, as authenticating agent of the City for the Bonds and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued under this ordinance.

Section 4. Registration of Bonds; Persons Treated as Owners; Book Entry System. The City shall cause books (the "*Bond Register*") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the designated corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of

transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series, maturity and interest rate of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same series, maturity and interest rate of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* that the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the fifteenth day of the calendar month immediately prior to any interest payment date on such Bond and ending on such interest payment date.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and the payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the

case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

The City may enter into an agreement with a securities depository registered under Section 17A of the Securities Exchange Act of 1934, as amended (the "*Securities Depository*"), which is the record owner of the Bonds, to establish procedures with respect to the Bonds owned by such Securities Depository. The Mayor and the City Clerk of the City are each authorized to execute and deliver any such agreement with such Securities Depository.

Section 5. No Redemption Prior to Maturity. Unless otherwise provided in the Bond Order, the Bonds shall not be subject to redemption prior to maturity.

Section 6. Form of Bond. The Bonds shall be prepared in substantially the following form; *provided, however*, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] of the following form of Bond and the legend, "See Reverse Side for Additional Provisions," shall be omitted from the form of Bond and paragraphs [6] through [10] of the following form of Bond shall be inserted immediately after paragraph [1] of the following form of Bond:

(Form of Bond - Front Side)

REGISTERED
NO. R- _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF TAZEWELL AND PEORIA

CITY OF PEKIN

GENERAL OBLIGATION BOND, SERIES 2012

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: ____% Date: August 1, ____ Date: _____, 2012 CUSIP No. ____

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Pekin, Tazewell and Peoria Counties, Illinois, a municipality and a home rule unit of government organized and existing under the Constitution and the laws of the State of Illinois (the "*City*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on February 1 and August 1 of each year, commencing on August 1, 2013, until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as bond registrar and paying agent (the "*Bond Registrar*"). The

payment of interest hereon shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the fifteenth day of the calendar month immediately prior to the applicable interest payment date, and shall be paid by check or draft of the Bond Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar; *provided, however*, that the principal of, premium, if any, and interest on this Bond are payable by wire transfer to any owner of all of the outstanding Bonds (as hereinafter defined) or any owner of Bonds in an aggregate principal amount of at least \$1,000,000, if such owner shall have requested payment by such method in writing, and shall have provided the Paying Agent with an account number and other necessary information for such purpose on or before the fifteenth day of the calendar month immediately preceding the applicable payment date; *provided, further*, that the payment of the principal of and premium, if any, on this Bond shall be made only upon presentation and surrender of this Bond at the designated corporate trust office of the Paying Agent. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a

direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the City of Pekin, Tazewell and Peoria Counties, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and this Bond to be signed by the duly authorized manual or facsimile signature of the Mayor of the City, and attested by the duly authorized manual or facsimile signature of the City Clerk of the City, all as of the Dated Date identified above.

Mayor

(SEAL)

Attest:

City Clerk

Date of Authentication: _____, _____

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
The Bank of New York Mellon Trust
Company, N.A.,
St. Louis, Missouri

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds, Series 2012, of the City of Pekin, Tazewell and Peoria Counties, Illinois.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Bond Registrar

By: _____
Authorized Officer

[Form of Bond - Reverse Side]

City of Pekin

Tazewell and Peoria Counties, Illinois

General Obligation Bond, Series 2012

[6] This Bond is one of a series of bonds issued by the City in the aggregate principal amount of \$_____ (the "*Bonds*") for the purpose of financing the costs of the construction of streets and street improvements and the acquisition of machinery and equipment and the costs of issuing the Bonds, pursuant to and in all respects in compliance with the applicable provisions of Section 6 of Article VII of the Constitution of the State of Illinois, and in compliance with an ordinance which has been duly adopted by the City Council of the City on October 22, 2012, approved by the Mayor of the City, pursuant to the home rule powers of the City (the "*Bond Ordinance*"), in all respects as by law required.

[7] The Bonds of the issue of which this Bond is one are not subject to redemption prior to maturity.

[8] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same series, maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange for this Bond.

[9] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same

series, maturity and interest rate of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the fifteenth day of the calendar month immediately prior to any interest payment date on such Bond and ending on such interest payment date.

[10] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

* * *

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM- as tenants in common

UNIF GIFT/TRANS MIN ACT-

Custodian
(Cust) (Minor)

TEN ENT- as tenants by the entirety

under Uniform Gifts/Transfers to Minors

JT TEN- as joint tenants with right of
survivorship and not as
tenants in common

Act _____
(State)

Additional abbreviations may also be used though not listed above.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____,
attorney, to transfer the said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Trustee in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Section 7. Sale of Bonds. The Bonds hereby authorized shall be executed as in this ordinance provided as soon after the passage hereof as may be, and thereupon, be deposited with the Treasurer of the City, and be by said Treasurer delivered to Bernardi Securities, Inc., Chicago, Illinois (the "*Purchaser*"), upon receipt of a purchase price of not less than ninety-seven percent (97%) of the principal amount thereof (as set forth in the Bond Order), plus accrued interest, if any. The contract for the purchase of the Bonds heretofore presented to the Corporate Authorities is hereby authorized, approved and confirmed, it being hereby found and determined that said contract is in the best interests of the City, and that no person holding an office of the City either by election or appointment is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bonds. The Mayor, the City Clerk and the City Treasurer of the City are hereby authorized to execute such contract.

The Preliminary Official Statement of the City relating to the Bonds, heretofore presented to the Corporate Authorities is hereby approved. The form of the Official Statement of the City relating to the Bonds (the "*Official Statement*"), in substantially the same form of the Preliminary Official Statement, is hereby approved, and the Purchaser is hereby authorized on behalf of the City to distribute copies of the Official Statement to the ultimate purchasers of the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and to describe accurately the current condition of the City.

The Mayor, the City Clerk and the City Treasurer of the City are each hereby authorized to execute and deliver the Official Statement on behalf of the City.

Section 8. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property

within the City a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the City, the following direct annual tax, to-wit:

FOR THE YEAR	TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2012	\$310,800	for principal and interest up to and including February 1, 2012
2013	310,800	for principal and interest
2014	306,100	for principal and interest
2015	311,000	for principal and interest
2016	310,400	for principal and interest
2017	309,400	for principal and interest
2018	308,000	for principal and interest
2019	311,100	for principal and interest

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the City, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The City covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds; *provided, however*, that whenever other funds (including the proceeds of bonds issued to refund the Bonds) are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of taxes levied for the same, the Corporate Authorities shall, by ordinance, direct the deposit of such funds into the Bond Fund hereinafter created and defined or into a proper escrow account created solely for such purpose, and further, in and by such

ordinance, shall direct the abatement of the taxes by the amount so deposited, and proper notification of such abatement shall be filed with the County Clerks of The County of Tazewell, Illinois, and The County of Peoria, Illinois (the "*County Clerks*"), in a timely manner to effect such abatement.

Section 9. Filing of Ordinance; Bond Fund. Forthwith upon the passage of this ordinance, the City Clerk of the City is hereby directed to file a certified copy of this ordinance with the County Clerks, and it shall be the duty of said County Clerks to annually in and for each of the years 2012 to 2018, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "2012 General Obligation Bonds, Series 2012 Bond Fund" (the "*Series 2012 Bond Fund*"), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 10. Creation of Funds and Appropriations. The principal proceeds of the Bonds shall be applied in the amounts set forth below, for which purposes the principal proceeds are hereby appropriated:

- (i) An amount of the Bond proceeds as set forth in the Bond Order (but not to exceed \$75,000) shall be used by the City to pay the costs of issuance of the Bonds and insurance premium with respect to the Bonds; and

(ii) the balance of the Bond proceeds shall be deposited in a separate fund, hereby created, and designated as the "Project Fund (2012A)" (the "*Project Fund*"). Money in the Project Fund shall be used to pay all costs of the Project and all costs and expenses incidental or allocable or related thereto, including costs of issuance of the Bonds.

Accrued interest, if any, and premium, if any, received upon the sale of the Bonds shall be and is hereby appropriated for the purpose of paying the interest due on the Bonds, and, to that end, is hereby ordered deposited into the Series 2012 Bond Fund, which fund shall be the fund for the payment of the principal of and interest on the Bonds. Taxes received for the payment of the Bonds shall be deposited into the Series 2012 Bond Fund, and used solely and only for paying the Bonds.

Section 11. General Arbitrage Covenants. The City recognizes that the provisions of Section 148 of the Internal Revenue Code of 1986, as amended (the "*Code*"), require a rebate to the United States of America in certain circumstances. The City agrees to comply with all provisions of said Section pertaining to the Bonds. The City also agrees and covenants with the purchasers and owners of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the interest on the Bonds.

The Corporate Authorities hereby authorize the officials of the City responsible for issuing the Bonds, the same being the Mayor, the City Clerk and the City Treasurer of the City, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds continues to be excludible from the gross income of the owners thereof for federal income tax purposes. In connection therewith, the City and the Corporate Authorities further agree: (a)

through their officers, to make such further specific covenants, representations and warranties as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States of America, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

The Mayor, the City Clerk and the City Treasurer of the City, or any of them, are hereby authorized to execute on behalf of the City a Tax Exemption Certificate and Agreement (the "*Tax Exemption Certificate*") to assure the purchasers and owners of the Bonds that the proceeds of the Bonds are not expected to be used in a manner which would or might result in the Bonds being "reimbursement bonds" issued in contravention of Section 1.103-18 of the United States Treasury Department Regulations (the "*Regulations*") or "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (the "*Code*"), or the regulations of the United States Treasury Department currently in effect or proposed. Such Tax Exemption Certificate shall constitute a representation, certification and covenant of the City, and shall be incorporated herein by reference, and no investment of Bond proceeds or of moneys accumulated to pay the Bonds herein authorized shall be made in violation of the expectations prescribed by said Tax Exemption Certificate. Such Tax Exemption Certificate shall constitute an agreement of the City to follow certain covenants which may require the City to take certain actions (including the payment of certain amounts to the United States Treasury) or which may prohibit certain actions (including the establishment of certain funds) under certain conditions as specified in such Tax Exemption Certificate.

Section 12. Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that the interest on the Bonds continues to be excludible from the gross income of the owners thereof for federal income tax purposes under the laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 13. Qualified Tax-Exempt Obligations. The City recognizes the provisions of Section 265(b)(3) of the Code which provide that a "qualified tax-exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The City hereby designates each of the Bonds as may be from time to time outstanding for purposes of Section 265(b)(3) of the Code as a "qualified tax-exempt obligation," as provided therein.

In support of such designation:

(a) The City acknowledges that a "qualified tax exempt obligation" means a bond which is not a "private activity bond," as defined in Section 141(a) of the Code.

(b) The City represents, certifies and covenants that, including the Bonds, the City (including any entities subordinate thereto) has not and does not reasonably expect to issue in excess of \$10,000,000 in "qualified tax-exempt obligations" (other than "private activity bonds") (as such terms are defined in the Code) during calendar year 2012.

(c) The City represents, certifies and covenants that, including the Bonds, not more than \$10,000,000 of obligations issued by the City (including any entities subordinate thereto) during the calendar year of issuance of the Bonds have been to date or will be designated by the City for purposes of said Section 265(b)(3).

Section 14. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

Section 15. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Clerk of the City are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this ordinance. In addition to the terms of such agreement and subject to modification thereby, the Bond Registrar and the Paying Agent by its acceptance of its duties hereunder agrees, as follows:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of the registered owners of the Bonds as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(d) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(e) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk of the City is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

The City covenants that it shall at all times retain a Bond Registrar with respect to the Bonds, that it will maintain at the designated corporate trust office of the Bond Registrar a place or places where Bonds may be presented for payment or registration of transfer or exchange, and that it shall require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations.

The City may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator or conservator of the Bond Registrar, or of the property thereof, shall be appointed, or if any public office shall take charge or control of the Bond Registrar, or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall mail notice of any such appointment made by it to each registered owner of any Bond within twenty (20) days after such appointment. Any Bond Registrar appointed under the provisions of this Section 15 shall be a bank, trust company or national banking association.

Section 16. Continuing Disclosure Undertaking. The Mayor or the City Treasurer of the City is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking with respect to the Bonds (the "*Continuing Disclosure Undertaking*") in substantially the form as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, his or her execution to constitute conclusive evidence of his or her approval of the form of such Continuing Disclosure Undertaking. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure

Undertaking, as executed. Copies of the Continuing Disclosure Undertaking shall be placed in the official records of the City, and shall be available for public inspection at the offices of the City. Notwithstanding any other provision of this ordinance to the contrary, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of any beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. Other Documents. The City Manager, the City Clerk, the City Treasurer and all other officers of the City are hereby authorized to execute all documents and certificates necessary in connection with the authorization and delivery of the Bonds, and are hereby authorized to take all such actions and to perform all such duties or functions permitted or required by any of the documents and certificates authorized by this ordinance.

Section 18. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this ordinance.

Section 19. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded, and this ordinance shall be in full force and effect immediately and forthwith upon its passage and approval, as provided by law.

ADOPTED by the Corporate Authorities on October 22, 2012.

AYES:

NAYS:

ABSENT OR NOT VOTING:

APPROVED: October 22, 2012.

(SEAL)

Attest:

Mayor, City of Pekin,
Tazewell and Peoria Counties, Illinois

City Clerk, City of Pekin,
Tazewell and Peoria Counties, Illinois

Recorded in the Municipal records on October 22, 2012.

Published in Pamphlet Form on October 22, 2012.

City Council member _____ moved, and City Council member _____ seconded, the motion that said ordinance as presented and read be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following City Council members voted "AYE": _____.

and the following City Council members voted "NAY": _____.

and the following City Council members were "ABSENT OR NOT VOTING": _____.

Whereupon the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the City Clerk to record the same in full in the records of the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, which was done.

Other business not pertinent to the proposed public improvement project was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting adjourned.

(SEAL)

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*City*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the "*Corporate Authorities*").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 22nd day of October, 2012, insofar as the same relates to the adoption of an Ordinance entitled:

AN ORDINANCE providing for the issuance of General Obligation Bonds, Series 2012, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in an aggregate principal amount not to exceed \$2,100,000 and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific item relating to said Ordinance; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

In WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this
____ day of _____, 2012.

(SEAL)

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*City*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the "*Council*").

I do further certify that on the 22nd day of October, 2012, there was published in pamphlet form, by authority of the Council, a true, complete and correct copy of Ordinance Number _____-10/22 of the Council providing for the issuance of General Obligation Bonds, Series 2012, of the City in an aggregate principal amount of not to exceed \$2,100,000, and that said ordinance as so published was on the said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this ____ day of _____, 2012.

(SEAL)

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Tazewell, Illinois (the "*County*"), and as such official I do hereby certify that on the ____ day of October, 2012, there was filed in my office a duly certified copy of Ordinance Number ____-10/22 entitled:

AN ORDINANCE providing for the issuance of General Obligation Bonds, Series 2012, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in an aggregate principal amount not to exceed \$2,100,000 and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

adopted by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, on the 22nd day of October, 2012, and approved by the Mayor of said City, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this ____ day of _____, 2012.

County Clerk of The County of
Tazewell, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Peoria, Illinois (the "*County*"), and as such official I do hereby certify that on the _____ day of October, 2012, there was filed in my office a duly certified copy of Ordinance Number _____-10/22 entitled:

AN ORDINANCE providing for the issuance of General Obligation Bonds, Series 2012, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in an aggregate principal amount not to exceed \$2,100,000 and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

adopted by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, on the 22nd day of October, 2012, and approved by the Mayor of said City, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this _____ day of _____, 2012.

County Clerk of The County of Peoria,
Illinois

(SEAL)

MINUTES of a regular public meeting of the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, held at the City Hall, in said City at 5:30 o'clock P.M., on the 22nd day of October, 2012.

* * *

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, Laurie Barra, the Mayor, and the following City Council members answered present: _____.

The following City Council members were absent: _____.

* * *

(Other Business)

The City Council then discussed a proposal to issue certain general obligation bonds of the City to finance the construction of streets and street improvements and the acquisition of machinery and equipment, and then considered the adoption of an ordinance providing for the issuance of such general obligation bonds for such purpose and the levy of a direct annual tax sufficient to pay the principal of and interest on such general obligation bonds.

Whereupon the City Clerk presented an ordinance as follows:

PEKIN INSURANCE COMPANY

Pekin, Illinois
(A STOCK COMPANY)



ILLINOIS GENERAL OFFICIAL BOND

Bond No. **OFF 018430**

KNOW ALL MEN BY THESE PRESENTS:

That we, BURT L. DANCEY as Principal, and the PEKIN INSURANCE COMPANY, a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto the People of the State of Illinois, in the penal sum of Five Thousand and 00/100 (\$5,000.00) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN \$50,000)

current money of the United States, for the payment of which, well and truly to be made, we do bind ourselves, and our legal representatives, jointly and severally, firmly by these presents.

Signed and sealed this 1st day of September, 2012.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the said Principal has been duly ☐ elected ☒ appointed General Counsel in and for the City of Pekin in the County of Tazewell

NOW THEREFORE, If the said Principal shall justly and fairly account for and pay over all moneys that may come into his/her hands, by virtue of his/her said office, and shall well and truly perform all and every act and duty enjoined upon him/her by the laws of this State, to the best of his/her skill and ability, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, Sealed and Delivered in Presence of

Countersigned

BY: _____
Illinois Resident Agent

PEKIN INSURANCE COMPANY

BY: Michael Norton
Michael Norton, Assistant Secretary



OATH OF OFFICE

State of Illinois

County of _____ } ss

I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of _____ in and for the _____ in said County, according to the best of my ability.

Principal

Taken and subscribed before me, this _____ day of _____, _____.

My Commission Expires _____, _____, _____.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL

State of Illinois

County of _____ } ss

I, _____, hereby certify that _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Principal, appeared before me this day and personally acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the use and purposes therein set forth.

Given under my hand and seal this _____ day of _____, _____.

My Commission Expires _____, _____, _____.

ACKNOWLEDGEMENT OF SURETY

(Corporate Officer)

State of Illinois }
County of Tazewell } ss

On this _____ day of _____, before me, a notary public, personally appeared Michael Norton, Assistant Secretary and who was first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Jane Provenzano
Notary Public



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the PEKIN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in the State of Illinois, does hereby make, constitute and appoint each of the following officers as Attorneys in Fact, with full power and authority hereby conferred upon him or her to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, and surety and fidelity bonds; Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company:

Gordon M. Walker, President
Ed Mulvey, Vice President - Underwriting

Steve Nunan, Senior Vice President - Underwriting
Michael Norton - Assistant Secretary

The PEKIN INSURANCE COMPANY further certifies that the following is a true and exact copy of Article V, Section 5 of the By-laws of the PEKIN INSURANCE COMPANY duly adopted and now in force, to-wit:

Article V, Section 5: "All bonds of the corporation shall be executed in the corporate name of the Company by the Chairman of the Board, President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The Chairman of the Board, President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds in the name of the Company. The corporate seal is not necessary for the validity of any bonds of the corporation."

In Witness Whereof, the said PEKIN INSURANCE COMPANY has caused these presents to be executed by its President with the corporate seal affixed this 30th day of March, 2006

ATTEST

PEKIN INSURANCE COMPANY

Michael Norton
Michael Norton, Assistant Secretary

Gordon M. Walker
Gordon M. Walker, President



State of Illinois }
County of Tazewell } ss

On this 30th day of March, 2006, before me, a Notary Public personally appeared Gordon M. Walker, President, and Michael Norton, Assistant Secretary who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Assistant Secretary, respectively, of said PEKIN INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

Jane Provenzano
Notary Public



GENERAL OFFICIAL BOND AND OATH

On behalf of	_____
As	_____
Naming	_____
State of Illinois, as Oblige.	_____
Filed this _____ day	_____
of _____,	_____
The within bond is approved this _____ day	_____
of _____,	_____
Official Capacity	_____
Official Capacity	_____
Pekin Insurance Company	_____
Pekin, Illinois	_____



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Agreement with FAA for Pekin Airport

AGENDA DATE REQUESTED: 10-09-2012

ACTION REQUESTED: Approve the agreement with the FAA for Terms and Conditions of Accepting Airport Improvement Grants Program.

DESCRIPTION: This is an agreement that will allow the Pekin Airport to continue to receive grant money for continued maintenance and upgrades through the FAA. The grants provide 95% of the money to do the projects with the remaining 5% split equally between the State of Illinois and Pekin. The airport receives funding through the program annually for work done to improve and upgrade the facility. The program also allows the banking of funds to accommodate larger projects. Some of the projects completed through the use of these funds have been the complete upgrade of the runway, overlay and repair of the taxiways and apron areas, parking areas, access roads, hangar doors, and most recently the fueling system upgrade. These keep the airport fully functional to support the various users that come to the area in support of local businesses, area pilots, and local agricultural applicators.

The airport has been a factor in the selection of Pekin for some of the newer businesses and continues to support them with the convenience of being close. These businesses include the FBOP, ICP, Aventine, and Hanna Steel. I recommend that the agreement be approved.

FINANCIAL IMPACT: Funding for projects as needed are put into the budget.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Airport will continue to receive FAA Grants to do work.

IMPACT IF DENIED: Grants will no longer be possible and work funded by others means.

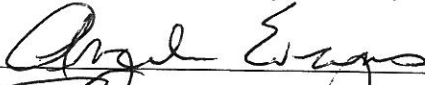
ALTERNATIVES: None

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:

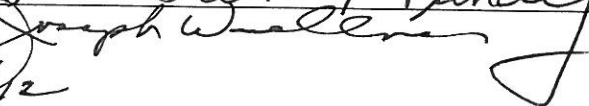
Finance Department (Certification of Availability of Funds):Date: 9-27-12 **Corporation Counsel:**

Date:

City Manager:

Date:

9/26/12



U.S. Department
of Transportation
**Federal Aviation
Administration**

April 2012

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 statute 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. If requested by the sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- 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

- (a) 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.
- (b) 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.
- (c) 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.

(d) 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 to a 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 Construction¹
- 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: 1/25/2012

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
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
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
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
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
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Aripot Improvement or Changes
150/5300-13 and Changes 1 –18	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey

NUMBER	TITLE
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	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30F	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
150/5345-7E	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
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	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 L854, 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)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12E	Airport Signing and Graphics

NUMBER	TITLE
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
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5395-1	Seaplane Bases
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted 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
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
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, permittee, 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, lessee, permittee, 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, permittee, 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

ORDINANCE NO. 2668 - 12/13

**ORDINANCE APPROVING THE
TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT
FOR THE SOUTH INDUSTRIAL PARK CONSERVATION AREA**

WHEREAS, the City of Pekin, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (hereinafter referred to as the "Act") for the proposed Redevelopment Plan and Project (the "Plan") within the municipal boundaries of the City of Pekin and within the South Industrial Park Conservation Area (the "Area") as described in Exhibit A attached to this Ordinance, which constitutes in the aggregate more than 1-1/2 acres; and

WHEREAS, the Plan was made available for public inspection at the City Clerk's office on July 31, 2012; and (*schedule says August 1, 2012*)

WHEREAS, the City Council did on August 13, 2012 pass Resolution No. 48-12/14, setting October 1, 2012 at 5:30 p.m. as the date for the public hearing on the Plan, with the time and place of such hearing identified in said Resolution; and

WHEREAS, due notice with respect to the availability of the Plan, which contains an eligibility report, was given by mail on August 15, 2012, pursuant to Section 11-74.4-5 of the Act, said notice being given to all interested parties that have registered with the City concerning the proposed South Industrial Park Conservation Area; and

WHEREAS, due notice with respect to the availability of the Plan, which contains an eligibility report, was given by mail on August 15, 2012, pursuant to Section 11-74.4-5 of the Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the South Industrial Park Conservation Area; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the City Council caused a public hearing to be held relative to the Redevelopment Plan and Redevelopment Project and the proposed designation of the South Industrial Park Conservation Area on October 1, 2012 at Pekin City Hall; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the Act, said notice being given to taxing districts and to the State of Illinois by certified mail on September 12, 2012; by publication on September 5, 2012 and September 12, 2012; and by certified mail to property owners within the Area on September 12, 2012; and

WHEREAS, the Redevelopment Plan and Project set forth the factors constituting the need for inducing private investment in job-generating industries, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report and is generally informed of the term "Industrial Park Conservation Area" as defined in the Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the South Industrial Park Conservation Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Tax Increment Redevelopment Plan and Project for said Area; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the South Industrial Park Conservation Area to determine whether contiguous parcels of real property and improvements thereon in the South Industrial Park Conservation Area would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the City Council has reviewed the proposed Tax Increment Redevelopment Plan and Project and the Comprehensive Plan for the development of the municipality as a whole to determine whether the proposed Redevelopment Plan and Project conform to the Comprehensive Plan of the City; and

WHEREAS, the City did prepare an addendum (Addendum A) to the Plan, dated October 2, 2012, which provides for an annual declaration of 25% of tax increment revenue as surplus, for distribution back to the affected taxing districts, and prohibits the use of tax increment financing incentives to induce certain domesticated livestock operations; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the changes provided for in Addendum A to the Plan, may be made without further hearing, provided that the City shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, provided for under Section 11-74.4-4.2, and by publication in a newspaper of general circulation within the affected taxing districts not later than 10 days following the adoption of such changes by this ordinance:

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

1. The City Council of the City of Pekin makes the following findings:
 - a. The area constituting the South Industrial Park Conservation Area in the City of Pekin, Illinois is described in Exhibit A, attached hereto and made part of this Ordinance.
 - b. There exist conditions that allow the Area to be designated as a Redevelopment Project Area and to be classified as an Industrial Park Conservation Area as defined in Section 11-74.4-3 (d) of the Act, to wit:
 - 1) The City of Pekin is a labor surplus municipality as defined in Section 11-74.4-3 (e) of the Act and documented in the Plan.
 - 2) The Area includes both vacant land suitable for use as an industrial park and a conservation area is contiguous to vacant land as documented in the Plan.
 - 3) Properties in the Area are currently zoned I-1, I-2, PUD-Business Park or other zoning districts that permit industrial uses.

- c. The South Industrial Park Conservation Area, on the whole, has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.
 - d. The Redevelopment Plan and Redevelopment Project for the South Industrial Park Conservation Area conforms to the Comprehensive Plan for the development of the municipality as a whole.
 - e. The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property, which will be substantially benefited by the proposed redevelopment project, are included in the South Industrial Park Conservation Area.
 - f. The estimated date for the completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving the South Industrial Park Conservation Area is adopted.
- 2. The Tax Increment Redevelopment Plan and Project for the South Industrial Park Conservation Area, which was the subject matter of the hearing, held on October 1, 2012 and as modified by Addendum A, dated October 2, 2012, is hereby adopted and approved. A copy of the aforementioned Redevelopment Plan and Project, marked as Exhibit B, is attached to and made a part of this Ordinance.
 - 3. The City Clerk is hereby directed, within 10 days from the date of passage and approval, give notice of the passage of this Ordinance by mail to each affected taxing district and registrant on the interested parties registry and publish said notice in the Pekin Daily Times.
 - 4. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
 - 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

APPROVED:

Laurie L. Barra, Mayor

ATTEST:

Sue McMillan, City Clerk

ORDINANCE NO. 2669 - 12/13

**ORDINANCE DESIGNATING THE
SOUTH INDUSTRIAL PARK CONSERVATION AREA**

WHEREAS, the City Council has heretofore in Ordinance No. _____ adopted and approved the Tax Increment Redevelopment Plan and Project for the South Industrial Park Conservation Area, with respect to which a public hearing was held on October 1, 2012, and it is now necessary and desirable to designate the area referred to in said plan as the South Industrial Park Conservation Area;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS, that the area described in the attached Exhibit A is hereby designated as the South Industrial Park Conservation Area pursuant to Section 11-74.4.4 of the Tax Increment Allocation Redevelopment Act:

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

APPROVED:

Laurie L. Barra, Mayor

ATTEST:

Sue McMillan, City Clerk

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ORDINANCE NO. 2670 - 12/13
ADOPTING TAX INCREMENT FINANCING
FOR THE SOUTH INDUSTRIAL PARK CONSERVATION AREA

WHEREAS, the City of Pekin, Illinois desires to adopt tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the "Act".

WHEREAS, the City of Pekin has adopted a Tax Increment Redevelopment Plan and Project, designated the South Industrial Park Conservation Area pursuant to the provisions of the Act, and has otherwise complied with all other conditions precedent required by the Act.

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

1. Tax increment financing is hereby adopted in respect to the Tax Increment Redevelopment Plan and Project for the South Industrial Park Conservation Area (the "Area") approved and adopted pursuant to Ordinance No. _____ of the City of Pekin, which said Area was designated pursuant to Ordinance No. _____ and the boundaries thereof being legally described therein.
2. After the total equalized assessed valuation of taxable real property in the South Industrial Park Conservation Area exceeds the total initial equalized assessed value of all taxable real property in the South Industrial Park Conservation Area, the ad valorem taxes, if any, arising from the levies upon taxable real property in the South Industrial Park Conservation Area by taxing districts and the rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the Act each year after the effective date of this Ordinance until the redevelopment project costs and all municipal obligations issued in respect thereto have been paid shall be divided as follows:
 - a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Industrial Park Conservation Area shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
 - b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the South Industrial Park Conservation Area over and above the initial equalized assessed value of each property in the South Industrial Park Conservation Area shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund called "the Special Tax Allocation Fund for the South Industrial Park

Conservation Area" of the City of Pekin for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
4. This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

APPROVED:

Laurie L. Barra, Mayor

ATTEST:

Sue McMillan, City Clerk