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CITY OF DIXON

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Report Criteria:

Report Type: Invoice detail

GL Period	Check Issue Date	Check Number	Payee	Description	Check Amount
01/13	01/21/2013	1667	ACCURATE PAVING	PATCH ON N OTTAWA	340.00
01/13	01/21/2013	1668	ACE HARDWARE	PROPANE	16.99
01/13	01/21/2013	1668	ACE HARDWARE	FUSE DUAL ELEMENT	25.16
01/13	01/21/2013	1668	ACE HARDWARE	CONN. LOCKING	19.79
01/13	01/21/2013	1668	ACE HARDWARE	GUTTER SEAL, BLASTER LUBRICANT	20.21
01/13	01/21/2013	1668	ACE HARDWARE	BATTERY, DUSTER REFILLS, SWEEPER	29.66
01/13	01/21/2013	1668	ACE HARDWARE	BULBS	129.38
01/13	01/21/2013	1668	ACE HARDWARE	FASTENER RECLOSE CLEAR	3.41
01/13	01/21/2013	1668	ACE HARDWARE	SHOP TOWELS	8.62
01/13	01/21/2013	1668	ACE HARDWARE	2" LOCK, KEY CUT	21.85
01/13	01/21/2013	1668	ACE HARDWARE	CLEANING SUPPLIES	40.87
01/13	01/21/2013	1668	ACE HARDWARE	GREAT STUFF BE GAP 200Z	18.87
01/13	01/21/2013	1668	ACE HARDWARE	SWIVEL SINGLE PULLEY	9.71
01/13	01/21/2013	1668	ACE HARDWARE	CLEANER	10.76
01/13	01/21/2013	1668	ACE HARDWARE	TAPE LABEL REFILL	13.48
01/13	01/21/2013	1668	ACE HARDWARE	ICE MELT	15.28
01/13	01/21/2013	1668	ACE HARDWARE	MARINE STA-BIL	9.89
01/13	01/21/2013	1668	ACE HARDWARE	UTILITY HEATER	31.49
01/13	01/21/2013	1668	ACE HARDWARE	CREDIT MEMO	12.51-
01/13	01/21/2013	1668	ACE HARDWARE	SCREWS, MAILBOX	23.19
01/13	01/21/2013	1668	ACE HARDWARE	WASHERS, SCREWS, FASTENERS	11.95
01/13	01/21/2013	1668	ACE HARDWARE	POWER MTR USG MONITOR, TIES, TAPE, BULB	61.14
01/13	01/21/2013	1668	ACE HARDWARE	KNIFE, NAILS, TAPE RULE, PADLOCK	63.68
01/13	01/21/2013	1668	ACE HARDWARE	PUSHBROOM, DEGREASER	79.16
01/13	01/21/2013	1668	ACE HARDWARE	FASTENER RECLOSE BLACK	6.82
01/13	01/21/2013	1668	ACE HARDWARE	PAINT SUPPLIES	9.30
01/13	01/21/2013	1668	ACE HARDWARE	FLAG MARKER, BRASS HOSE	25.19
01/13	01/21/2013	1668	ACE HARDWARE	TIRE GAUGE, HANDLE	8.53
01/13	01/21/2013	1668	ACE HARDWARE	CLOGBUSTER	93.55
01/13	01/21/2013	1668	ACE HARDWARE	HARDWARE	18.79
01/13	01/21/2013	1668	ACE HARDWARE	BAR HOLDER	9.98
01/13	01/21/2013	1668	ACE HARDWARE	HANDLE PICK, TAPCON, CASTER PLATE	41.21
01/13	01/21/2013	1668	ACE HARDWARE	BAR FLAT	14.39

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01/13	01/21/2013	1669	ALBERT, NICHOLAS	REIMBURSEMENT CLOTHING ALLOWANCE	70.20
01/13	01/21/2013	1670	ALLANCES COUNSELING SERVICES	EMPLOYMENT EVALUATION - GITLIESON	550.00
01/13	01/21/2013	1671	ALL-SAFE OF DIXON	POSTAGE & SAMPLE BOTTLES	49.37
01/13	01/21/2013	1672	ASTRO VEN DISTRIBUTORS INC	TOWELS/TOILET TISSUES	207.02
01/13	01/21/2013	1673	AUCA	SUPPLIES	27.50
01/13	01/21/2013	1673	AUCA	RAGS, MOPS, RUGS @ PSB	76.08
01/13	01/21/2013	1673	AUCA	SHOP TOWELS	53.63
01/13	01/21/2013	1673	AUCA	CITY HALL MATS	54.02
01/13	01/21/2013	1674	BLACKHAWK FIREFIGHTERS ASSOC	REGISTRATIONS FOR TRAINING	550.00
01/13	01/21/2013	1675	BLACKHAWK WATERWAYS	CONTRIBUTION	2,500.00
01/13	01/21/2013	1676	BLUE LINE LEARNING GROUP INC	BLOODBORNE PATHOGENS/HAZARDOUS MATERIALS	600.00
01/13	01/21/2013	1677	BOB DIXON SERVICE CENTER	94 INTERNATIONAL	1,174.49
01/13	01/21/2013	1678	BONNELL INDUSTRIES INC	LED HEADLIGHTS AND CABLES	508.00
01/13	01/21/2013	1679	BURHART L.P. GAS	PROPANE	413.69
01/13	01/21/2013	1680	C & N SUPPLY	SHIPPING COST	28.34
01/13	01/21/2013	1680	C & N SUPPLY	SHIPPING COST	13.84
01/13	01/21/2013	1681	CENTRAL NEWSPAPER	ADVERTISING	495.00
01/13	01/21/2013	1682	CENTURYLINK	WELCOME CENTER- #304076323	162.14
01/13	01/21/2013	1682	CENTURYLINK	STREET- #304007423	110.68
01/13	01/21/2013	1682	CENTURYLINK	CEMETERY- #304007798	65.86
01/13	01/21/2013	1682	CENTURYLINK	PD PORTION @ PSB-#304074498	1,284.76
01/13	01/21/2013	1683	CHUCK COMPRESSORS INC.	TRAFFIC MAINTENANCE SHOP- #304036429	92.11
01/13	01/21/2013	1684	CIVIC SYSTEMS LLC	AIR QUALITY TEST	220.00
01/13	01/21/2013	1685	CLIFTON LARSON ALLEN LLP	ADDITIONAL LICENSE	2,000.00
01/13	01/21/2013	1686	COM ED	COMPUTER SERIVES	175.00
01/13	01/21/2013	1686	COM ED	STREET LIGHTS #2483157037	1,641.58
01/13	01/21/2013	1686	COM ED	TAYLOR CT #7353003010	127.05
01/13	01/21/2013	1686	COM ED	TILTON PARK #4203063065	45.35
01/13	01/21/2013	1686	COM ED	LOWELL PARK #2565044039	379.58
01/13	01/21/2013	1686	COM ED	LIFT STATION #4371148028	112.37
01/13	01/21/2013	1686	COM ED	706 E FELLOWS #6009078046	35.28
01/13	01/21/2013	1686	COM ED	LIBERTY CT #2250129001	51.35
01/13	01/21/2013	1686	COM ED	1650 FRANKLIN GROVE #7296013009	37.07
01/13	01/21/2013	1686	COM ED	114 S OTTAWA #2321050008	29.72
01/13	01/21/2013	1686	COM ED	LINCOLN STATUE DR #2237492001	14.82
01/13	01/21/2013	1686	COM ED	1650 FRANKLIN GROVE #0642012002	832.13

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01/13	01/21/2013	1686	COM ED	1670 BRANDYWINE #0528062062	72.32
01/13	01/21/2013	1686	COM ED	PAVILLION #0404033003	331.17
01/13	01/21/2013	1686	COM ED	LINCOLN STATUE DR #0603133071	5.57
01/13	01/21/2013	1686	COM ED	416 S DEMENT #2071436007	89.36
01/13	01/21/2013	1686	COM ED	BLOODY GULCH RD #0603068113	35.40
01/13	01/21/2013	1687	COMCAST CABLE	#8771103010060020 INTERNET FOR FD	116.90
01/13	01/21/2013	1687	COMCAST CABLE	INTERNET SERVICE #8771103010060236	111.90
01/13	01/21/2013	1687	COMCAST CABLE	INTERNET SERVICE #871103010060236	111.90
01/13	01/21/2013	1687	COMCAST CABLE	PUBLIC WORKS #8771103010032219	172.33
01/13	01/21/2013	1687	COMCAST CABLE	TRAFFIC MAINT. #877110301066520	64.95
01/13	01/21/2013	1688	COMMUNICATIONS REVOLVING FUN	#78889031 COMMUNICATION CHARGES	418.68
01/13	01/21/2013	1689	COMPLETE AUTOWERKS REPAIR SE	LOF. WIPER BLADES, NEW BATTERY FOR NISSAN	173.40
01/13	01/21/2013	1689	COMPLETE AUTOWERKS REPAIR SE	LOF. REPLACEMENT OF REAR LIGHT FOR EQUINOX	36.69
01/13	01/21/2013	1689	COMPLETE AUTOWERKS REPAIR SE	CHARGER REPAIRS	654.15
01/13	01/21/2013	1690	COMPLETE AUTOWERKS REPAIR SE	TAHOE REPAIRS	2,402.93
01/13	01/21/2013	1690	CONSTELLATION NEW ENERGY	2600 W THIRD #122640005	11,015.19
01/13	01/21/2013	1690	CONSTELLATION NEW ENERGY	METERED STREET LIGHTS #0640388003	1,066.95
01/13	01/21/2013	1691	CRYSTAL CORK WINE SHOPPE	ENGRAVED GLASSES	125.00
01/13	01/21/2013	1692	CULLIGAN OF DIXON	SOFTNER SALT FOR PSB	58.00
01/13	01/21/2013	1693	DIXON AREA CHAMBER OF COMMER	BOARD LUNCHEES	125.00
01/13	01/21/2013	1694	DIXON COMMERCIAL ELECTRIC CO.	TESTED & CHECKED FOR GROUND SYSTEMS	264.25
01/13	01/21/2013	1694	DIXON COMMERCIAL ELECTRIC CO.	CHANGE SINGLE PHASE MIXERS TO 3 PHASE	2,140.77
01/13	01/21/2013	1694	DIXON COMMERCIAL ELECTRIC CO.	LIGHTBULBS	156.98
01/13	01/21/2013	1695	DIXON MAIN STREET	DIXON BANNER	375.00
01/13	01/21/2013	1696	DIXON NAPA AUTO PARTS	BATTERY	158.52
01/13	01/21/2013	1696	DIXON NAPA AUTO PARTS	TOOL BOX	345.45
01/13	01/21/2013	1696	DIXON NAPA AUTO PARTS	BATTERY	144.00
01/13	01/21/2013	1696	DIXON NAPA AUTO PARTS	CONNECTOR	9.49
01/13	01/21/2013	1697	DIXON OTTAWA COMMUNICATION IN	PROGAM RADIOS	90.00
01/13	01/21/2013	1697	DIXON OTTAWA COMMUNICATION IN	SERVICE CONTRACT FOR RADIOS	352.50
01/13	01/21/2013	1698	DIXON TIRE CENTER	GMC TRUCK	386.00
01/13	01/21/2013	1698	DIXON TIRE CENTER	TIRE REAIR	15.00
01/13	01/21/2013	1699	DIXON WELCOME CENTER	SUPER DOLLAR STORE	25.53
01/13	01/21/2013	1699	DIXON WELCOME CENTER	PETTY CASH- NAPKINS/PLATES	5.00
01/13	01/21/2013	1699	DIXON WELCOME CENTER	MOUNT PROSPECT	5.15
01/13	01/21/2013	1699	DIXON WELCOME CENTER	DIXON PO- PHENIX CITY AL	13.25

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01/13	01/21/2013	1699	DIXON WELCOME CENTER	WALMART- OFFICE SUPPLIES	83.24
01/13	01/21/2013	1699	DIXON WELCOME CENTER	DIXON GLASS- NEW BACKING	26.48
01/13	01/21/2013	1699	DIXON WELCOME CENTER	CHRISTMAS GIFT FOR STAFF PER COLLEEN	75.00
01/13	01/21/2013	1700	DOWNTOWN SPORTS	MEMBER COATS	1,010.35
01/13	01/21/2013	1700	DOWNTOWN SPORTS	MEMBER COATS	534.97
01/13	01/21/2013	1701	EBAY INC	TRANSACTION FEES	188.35
01/13	01/21/2013	1702	EMERGENCY MEDICAL PRODUCTS I	EXAM GLOVES	368.65
01/13	01/21/2013	1702	EMERGENCY MEDICAL PRODUCTS I	BATTERY FOR SUCTION UNIT ON 1H 26 + SUPPLIES	276.74
01/13	01/21/2013	1703	EXPERIAN	CREDIT CHECK	27.00
01/13	01/21/2013	1704	FLOWERS ETC.	SYMPATHY ARRANGEMENT	77.95
01/13	01/21/2013	1704	FLOWERS ETC.	BOB BRANSON ARRANGEMENT	135.95
01/13	01/21/2013	1705	FREEDOM MAILING SERVICES INC.	BILLS	905.36
01/13	01/21/2013	1705	FREEDOM MAILING SERVICES INC.	SHUT OFF NOTICES	253.66
01/13	01/21/2013	1706	GE CAPITAL	LEASE PAYMENT FOR A7346 PRINTER	101.00
01/13	01/21/2013	1707	HEMMER, MICHELLE	UNIFORM ALTERATIONS	31.00
01/13	01/21/2013	1708	HUFFMAN'S CAR WASH	VEHICLE WASH	18.00
01/13	01/21/2013	1708	HUFFMAN'S CAR WASH	VEHICLE WASH	84.00
01/13	01/21/2013	1709	HUMPHREY, ROGER	188 BILLBOARD RENTAL	1,000.00
01/13	01/21/2013	1710	IDEOA	IDEOA REGISTRATION-GARZA AND OROS	480.00
01/13	01/21/2013	1711	ILLINOIS FIRE CHIEF'S ASSOCIATION	ANNUAL MEMBERSHIP DUES	325.00
01/13	01/21/2013	1712	ILLINOIS FIRE STORE	MIC KEEPER FOR PORTABLES	115.72
01/13	01/21/2013	1713	INGRAM LIBRARY SERVICES	ADULT MTLs	638.79
01/13	01/21/2013	1713	INGRAM LIBRARY SERVICES	CHILDRENS BOOKS	147.36
01/13	01/21/2013	1714	INTERLIGHT	200 W 6.6A	60.75
01/13	01/21/2013	1715	INTERNATIONAL LEAGUE OF CITIES	MEMBERSHIP	750.00
01/13	01/21/2013	1716	J.P. COOKE CO	STAMPERS	135.93
01/13	01/21/2013	1717	JERRELLS, LEONARD L	KEYS FOR STORAGE ROOM	22.50
01/13	01/21/2013	1718	JIFFY LUBE	OIL CHANGE	27.99
01/13	01/21/2013	1718	JIFFY LUBE	OIL CHANGE	65.58
01/13	01/21/2013	1718	JIFFY LUBE	OIL CHANGE	27.99
01/13	01/21/2013	1719	JOHN DEERE FINANCIAL	SERVICE REPAIRS	1,396.40
01/13	01/21/2013	1720	KELLY P. REYNOLDS & ASSOCIATES	RENEWAL CODE CONSULTATION	140.00
01/13	01/21/2013	1721	KEN NELSON AUTO PLAZA	DURANGO LOF AND NEW AIR FILTER	73.21
01/13	01/21/2013	1722	KITZMAN'S LTD.	PONDEROSA PINE BOARD	9.58
01/13	01/21/2013	1722	KITZMAN'S LTD.	MATERIALS FOR OUTDOOR RANGE	83.63
01/13	01/21/2013	1723	KSB HOSPITAL	PHYSICAL	232.24

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01/13	01/21/2013	1723	KSB HOSPITAL	FLU VACCINE	105.00
01/13	01/21/2013	1723	KSB HOSPITAL	PHYSICAL- SHERIDAN	50.00
01/13	01/21/2013	1723	KSB HOSPITAL	DRUG SCREEN- DEWEY	60.00
01/13	01/21/2013	1724	LAMENDOLA, JASON	REIMBURSE JASON LEMENDOLA BLACKBERRY	30.00
01/13	01/21/2013	1725	LEAF	LEASE DOCUMENTATION FEE A7740 COPIER	139.00
01/13	01/21/2013	1726	LEE COUNTY HISTORICAL SOCIETY	MEMBERSHIP RENEWAL	25.00
01/13	01/21/2013	1727	LINEN EXPRESS	LAUNDRY	63.20
01/13	01/21/2013	1728	MASTERCARD	TUITION AND BOOK FOR CLASS @SVCC ENGLUND	564.32
01/13	01/21/2013	1728	MASTERCARD	DEPT HEAD LUNCH	153.18
01/13	01/21/2013	1728	MASTERCARD	ANNUAL DUES FOR IACP	120.00
01/13	01/21/2013	1728	MASTERCARD	FINANCE- CYBER POWER	114.90
01/13	01/21/2013	1728	MASTERCARD	CITY ENGINEER CYBER POWER SYSTEM	114.90
01/13	01/21/2013	1728	MASTERCARD	1/2 COMMAND CYBER POWER	57.45
01/13	01/21/2013	1728	MASTERCARD	1/2 COMMAND CYBER POWER	57.45
01/13	01/21/2013	1728	MASTERCARD	LUNCH MEETING	78.07
01/13	01/21/2013	1728	MASTERCARD	MACYS- CLOTHING ALLOWANCE	159.94
01/13	01/21/2013	1728	MASTERCARD	MEALS FOR OFFICERS WHILE OUT OF TOWN	222.79
01/13	01/21/2013	1728	MASTERCARD	AIR TICKET FOR LEADERSHIP CONF.	317.96
01/13	01/21/2013	1728	MASTERCARD	REPAIRS 1994 INTERNATIONAL ROLL OFF TRUCK	3,209.89
01/13	01/21/2013	1728	MASTERCARD	OFFICE SUPPLIES	210.96
01/13	01/21/2013	1728	MASTERCARD	CITY HALL- SUPPLIES	45.00
01/13	01/21/2013	1728	MASTERCARD	I-PASS AUTO REPLENISH	40.00
01/13	01/21/2013	1728	MASTERCARD	CISCO IP PHONE	363.95
01/13	01/21/2013	1728	MASTERCARD	FUEL IN SQUAD 5 TO PICKUP MABAS TENT	138.90
01/13	01/21/2013	1728	MASTERCARD	LODGING FOR TRAINING	100.28
01/13	01/21/2013	1728	MASTERCARD	MEALS FOR OFFICERS WHILE OUT OF TOWN	18.63
01/13	01/21/2013	1728	MASTERCARD	TACTICAL EAR GADGETS	456.83
01/13	01/21/2013	1728	MASTERCARD	AMAZON-BATTERYS	287.44
01/13	01/21/2013	1728	MASTERCARD	WIRELESS ROUTER FOR OFFICE HOLIDAY MEALS	403.06
01/13	01/21/2013	1728	MASTERCARD	STATION SUPPLIES	32.83
01/13	01/21/2013	1728	MASTERCARD	VOLUME CONTROLLERS	51.22
01/13	01/21/2013	1728	MASTERCARD	MAMA CIMINOS- THANKSGIVING SHIFT	130.25
01/13	01/21/2013	1728	MASTERCARD	VERIZON PAYMENT	281.26
01/13	01/21/2013	1728	MASTERCARD	JG UNIFORMS	132.23
01/13	01/21/2013	1728	MASTERCARD	UPS	1,063.99
01/13	01/21/2013	1728	MASTERCARD	FARM N FLEET- VACUUM, STEAM CLEANER, SWEEPER @PSB	420.08

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01/13	01/21/2013	1728	MASTERCARD	VERIZON	41.23
01/13	01/21/2013	1728	MASTERCARD	INSURANCE FORMS	21.24
01/13	01/21/2013	1728	MASTERCARD	MENARDS	187.28
01/13	01/21/2013	1728	MASTERCARD	WALMART-PURCHAS CARD	100.00
01/13	01/21/2013	1728	MASTERCARD	GARCO INC	61.75
01/13	01/21/2013	1728	MASTERCARD	BLANK DVD'S	80.83
01/13	01/21/2013	1728	MASTERCARD	BASIL TREE- STAFF DINNER	369.15
01/13	01/21/2013	1728	MASTERCARD	TRAINING SUPPLIES	336.15
01/13	01/21/2013	1728	MASTERCARD	OFFICE DEPOT	138.23
01/13	01/21/2013	1728	MASTERCARD	PRINTERS ECT	2,247.05
01/13	01/21/2013	1728	MASTERCARD	COVER CAMERA, LODGING ADAMS TRIAL, MEALS, FREY INVE	787.99
01/13	01/21/2013	1728	MASTERCARD	GASOLINE CHARGES	20.00
01/13	01/21/2013	1728	MASTERCARD	STAMPS.COM	31.98
01/13	01/21/2013	1728	MASTERCARD	MENARDS-VARIOUS TOOLS AND EQ. FOR TM	617.72
01/13	01/21/2013	1728	MASTERCARD	MEAL DURING PROMTION MEETING	22.65
01/13	01/21/2013	1728	MASTERCARD	ILLINOIS LIBRARY ASS.	25.00
01/13	01/21/2013	1728	MASTERCARD	SNYDERS	11.18
01/13	01/21/2013	1728	MASTERCARD	ALL SAFE CENTER- SHIPPING CHARGE	16.05
01/13	01/21/2013	1728	MASTERCARD	GASOLINE	45.00
01/13	01/21/2013	1728	MASTERCARD	GASOLINE	56.72
01/13	01/21/2013	1728	MASTERCARD	CONTROL TACTICS COURSE	1,250.00
01/13	01/21/2013	1728	MASTERCARD	DELL	1,821.87
01/13	01/21/2013	1729	MECHANICAL INC- FREEPORT	PSB- 1ST FLOOR T STATE	290.00
01/13	01/21/2013	1729	MECHANICAL INC- FREEPORT	CITY HALL- 2ND FLOOR HEAT	205.00
01/13	01/21/2013	1730	MEDICAL PRODUCTS GROUP INC	OXYGEN	35.00
01/13	01/21/2013	1730	MEDICAL PRODUCTS GROUP INC	OXYGEN	26.25
01/13	01/21/2013	1730	MEDICAL PRODUCTS GROUP INC	OXYGEN	16.00
01/13	01/21/2013	1730	MEDICAL PRODUCTS GROUP INC	OXYGEN	43.75
01/13	01/21/2013	1731	MILLIPORE CORP	FILTER BASE AND TOP	719.92
01/13	01/21/2013	1732	MORSE, TROY	REIMBURSE BLACKBERRY SERVICE	20.00
01/13	01/21/2013	1733	MO-ST PLUMBING	INSTALL FILTER @ PSB	886.00
01/13	01/21/2013	1734	MTCO	PAGER	16.20
01/13	01/21/2013	1735	NATIONAL TACTICAL OFFICER ASS	NTOA MEMBERSHIP RENEWAL-WOLFLEY	40.00
01/13	01/21/2013	1736	NORTHWEST IL LAW ENFORCEMENT	MEMBERSHIP DUES	150.00
01/13	01/21/2013	1737	OFFICE DEPOT	K CUPS	12.99
01/13	01/21/2013	1737	OFFICE DEPOT	K CUPS	15.29

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01/13	01/21/2013	1738	OFFICEMAX INCORPORATED	PRINTER PAPER	83.97
01/13	01/21/2013	1739	OMNI-SITE	ANNUAL WIRELESS LIFT STATION ALARM FEE	1,932.00
01/13	01/21/2013	1740	ORKIN PEST CONTROL	PEST CONTROL	73.43
01/13	01/21/2013	1741	PDC LABORATORIES	SAMPLE TESTING FOR NPDES PERMIT	187.09
01/13	01/21/2013	1741	PDC LABORATORIES	SAMPLE TESTING FOR NPDES PERMIT	626.97
01/13	01/21/2013	1741	PDC LABORATORIES	SAMPLE TESTING FOR NPDES PERMIT	297.33
01/13	01/21/2013	1742	PHILLIPS 66-CONOCO 76	GASOLINE CHARGES	181.38
01/13	01/21/2013	1743	PRECISION AUTOMOTIVE	DUMP TRUCK REPAIRS	263.26
01/13	01/21/2013	1743	PRECISION AUTOMOTIVE	REPAIR REAR BRAKES, OIL CHANGE	434.94
01/13	01/21/2013	1743	PRECISION AUTOMOTIVE	MOUNT BALANCE 2 TIRES	48.75
01/13	01/21/2013	1743	PRECISION AUTOMOTIVE	IMPALA REPAIRS	92.75
01/13	01/21/2013	1744	QUALITY READY MIX CONCRETE INC	ROAD REPAIR	72.75
01/13	01/21/2013	1745	QUILL CORPORATION	HP PRINT CARTRIDGE	285.98
01/13	01/21/2013	1746	RAYNOR DOOR AUTHORITY	REPAIR SOUTH SIDE GARAGE DOOR @PSB	190.00
01/13	01/21/2013	1747	RENNER QUARRIES LTD.	ROAD ROCK	275.79
01/13	01/21/2013	1748	RUSS' AUTOMOTIVE SERVICE & TOW	MOUNT & BALANCE TIRES	25.00
01/13	01/21/2013	1748	RUSS' AUTOMOTIVE SERVICE & TOW	MOUNT & BALANCE TIRES	25.00
01/13	01/21/2013	1749	SAUK VALLEY COMMUNITY COLLEGE	PARAMEDIC TUITION @SVCC -WAGNER	908.50
01/13	01/21/2013	1750	SAUK VALLEY MEDIA	EXPLORER PAGE	330.00
01/13	01/21/2013	1751	SBM STERLING BUSINESS CENTER	COPY COUNT CHARGE	113.96
01/13	01/21/2013	1751	SBM STERLING BUSINESS CENTER	MAINTENANCE CONTRACT FOR COPIER	46.00
01/13	01/21/2013	1751	SBM STERLING BUSINESS CENTER	MAINTENANCE CONTRACT FOR COPIER	65.05
01/13	01/21/2013	1751	SBM STERLING BUSINESS CENTER	EQUIPMENT EXPENSE	216.26
01/13	01/21/2013	1752	SHOPKO STORES INC	MAINTENANCE CONTRACT FOR COPIER	76.00
01/13	01/21/2013	1752	SHOPKO STORES INC	DISH SOAP	14.94
01/13	01/21/2013	1753	SLIM-N-HANKS	DISH DETERGENT	17.94
01/13	01/21/2013	1754	STATELINE TECHNOLOGIES	TOW TO THE IMPOUND	100.00
01/13	01/21/2013	1755	STERLING CODIFIERS	TECHNOLOGY SERVICES	292.50
01/13	01/21/2013	1756	STERLING NAPA AUTO PARTS	HOT FEE- CODE ON INTERNET	500.00
01/13	01/21/2013	1756	STERLING NAPA AUTO PARTS	PARTS AND SUPPLIES	310.92
01/13	01/21/2013	1756	STERLING NAPA AUTO PARTS	PARTS AND SUPPLIES	2.49
01/13	01/21/2013	1757	TAPCO	PARTS AND SUPPLIES	47.04
01/13	01/21/2013	1758	THE CAD ZONE INC.	SIGN BLANKS	153.83
01/13	01/21/2013	1759	THE FRAMEWORKS	SOFTWARE UPGRADE	797.00
01/13	01/21/2013	1759	THE FRAMEWORKS	PROCLAMATION	77.25
01/13	01/21/2013	1760	THE NEXT PICTURE SHOW	ARTS 4 ARTS SAKE	250.00

M = Manual Check, V = Void Check

CITY OF DIXON

Check Register - Board Report

Check Issue Dates: 1/8/2013 - 1/21/2013

Page: 8
Jan 17, 2013 04:41PM

GL Period	Check Issue Date	Check Number	Payee	Description	Check Amount
01/13	01/21/2013	1760	THE NEXT PICTURE SHOW	ILLINOIS WATERCOLOR SOCIETY NATIONAL SHOW SPONSOR	250.00
01/13	01/21/2013	1760	THE NEXT PICTURE SHOW	NORTHWEST QUARTERLY ADVERTISING	250.00
01/13	01/21/2013	1761	THOMSON WEST	RENEWAL FOR QUINLAN PD DISCIPLINARY BULLETIN	221.04
01/13	01/21/2013	1762	TOTAL WATER TREATMENT SYSTEM	DI SERVICE TANKS	78.92
01/13	01/21/2013	1763	TRITTENHAUS	VISITORS GUIDE	290.00
01/13	01/21/2013	1764	UNIFORM DEN INC	CLASS A UNIFORMS	85.90
01/13	01/21/2013	1764	UNIFORM DEN INC	CLASS A UNIFORMS	60.46
01/13	01/21/2013	1764	UNIFORM DEN INC	UNIFORMS FOR NEW HIRE	763.46
01/13	01/21/2013	1764	UNIFORM DEN INC	UNIFORMS FOR NEW HIRE	531.66
01/13	01/21/2013	1765	USA BLUEBOOK	SORBENT SOCKS	44.88
01/13	01/21/2013	1765	USA BLUEBOOK	OIL SORBENT ROLL	136.95
01/13	01/21/2013	1766	VERIZON WIRELESS	FIRE DEPT#880296372	237.42
01/13	01/21/2013	1766	VERIZON WIRELESS	POLICE CELLULAR #880296741	296.73
01/13	01/21/2013	1766	VERIZON WIRELESS	POLICE CELLULAR #880296741	319.09
01/13	01/21/2013	1767	WARD MURRAY PACE & JOHNSON	PROFESSIONAL SERVICES RENDERED	596.00
01/13	01/21/2013	1767	WARD MURRAY PACE & JOHNSON	PROFESSIONAL SERVICES RENDERED	1,259.65
01/13	01/21/2013	1768	WHELAN, CLAY	LIFE INS PREMIUM WITHHELD IN ERROR	345.30
01/13	01/21/2013	1769	WILLETT HOFMANN & ASSOC INC	FARGO CREEK DAM INSPECTION	184.35
01/13	01/21/2013	1770	WIPFILL LLP	PHASE 2 INVESTIGATION	4,500.00
01/13	01/21/2013	1771	XEROX CORPORATION	PUBLIC COIN COPIER	180.99
01/13	01/21/2013	1771	XEROX CORPORATION	OFFICE COPIER	296.22
01/13	01/21/2013	1772	YOUNGRENS REFRIGERATION	ICE MACHINE	181.00

Grand Totals:

88,724.39

Dated: _____

Approved: _____

Commissioner

Report Criteria:

Report type: Invoice detail

Subject: Fwd: Dixon Tourism Council Minutes for January (Revised)

Date: Tuesday, January 15, 2013 5:37:03 PM CT

From: Jeff Kuhn

To: Colleen Brechon, Dixon Welcome Center, crawfordinn@grics.net, Vicky Turner, Jeff Kuhn, Kathe Swanson, setchell@gallatinriver.net, donann@grics.net, martru1@aol.com, Diane Bausman, Mayor Burke, ljsantos@yahoo.com, alcece@comcast.net

Begin forwarded message:

(A few additions were made. A slight change is made in the Lincoln Visitors information.)

DIXON TOURISM COUNCIL MEETING MINUTES

January 14, 2013

Dixon Welcome Center

Present: Colleen Brechon, Judy McCartney, Lyn Milano, Vicky Turner-Pence, Jeanne Kuhn, Karen Setchell, Diane Bausman, Al Duncan, Ann Lewis, Mayor Jim Burke (City of Dixon-Tourism Co. liason)

Intended Board Members: Betty Snitchler, Becky Reilly

Excused: Laura Santos, Marilyn Trulock

Visitors: Josh Albrecht (Main Street), Paul Miller (Riverfront Commission), Stan Rolzen

The Meeting began at 5:30. Colleen introduced our new president, Vicky Turner-Pence, who then proceeded with the meeting. Thanks and tributes to Colleen's dedication and leadership for the past many years was given by Vicky and Mayor Burke.

Guests were introduced, as were all the board members.

The December minutes were approved. (Ann moved. Lyn 2nd.)

Treasurer report was reviewed. We have \$26,900.

BLACKHAWK WATERWAY's Director Report: (Diane B.)

-BWCVB has a Pinterest Promotion (21 boards so far.)

-2013 Visitor Guide will be in soon and ready for distribution. It will also be on the website.

-The overview video is up and going on the website. It can be added to member websites. (It's awesome!)

- Diane had a booth at the QC Bald Eagle Days held in the QC Expo Center last weekend. Dixon information was distributed.

- Feb. 27-Mar 1 is the Governor's Conference on Tourism. Registration is available through their website. Discounts are available. Do so by Jan. 28 if you are interested.

-Illinois has produced a Lincoln Visitors promotion to be played in the U.K. and Germany before the new Lincoln movie.

STAFF REPORT (Judy)

The Newsletter is ready for promoting events and things to do in town. Sign up for the newsletter is on the Discover Dixon website. The online store is ready to roll. (Now we just need customers!)

A new chair was purchased for the WC and more wine glasses were ordered.

Business After Business was Jan. 10. It was well attended. The Petunia wine was popular.

UNFINISHED BUSINESS

Contract with Patty Hummel: (Jeanne)

Jeanne has talked to Patty. She is going to have her lawyer look over the addendum before she signs it.

Facebook: Laura is keeping up on the postings for the WC.

Billboard on I-88: (Al)

Turnroth has still not given a figure yet. Hangups are cost of electricity and solar lighting. The mayor said that he will keep trying to get the tollway to increase the signage for hotels in Dixon.

NEW BUSINESS

Mobil App: We discussed getting one. Becky suggested we check into Sauk Valley Media (Tony Winstead) who just developed one for Lee County Tourism. (\$50 to build the site plus a small monthly charge for updates.) Becky will send information to the DWC.

Merging Councils: (Josh, Mayor, Paul Miller)

There will be a meeting on Jan. 31 at 6:00 at City Hall. Reps (2) from each council is asked to attend to see if it would be feasible to combine the Riverfront, Main Street, and Tourism Councils into an "Umbrella Organization."

There was much discussion about the 3 organizations. (history, activities, accomplishments, fundings, etc.) It was decided that Vicky and Lyn would represent the DTC. The meeting is open to the public, so any other board members are invited to attend.

Christmas Lights on Riverfront: The lights on the railings were a hit this winter. Jeanne talked to John Groshans, who is excited about adding more for next Christmas. She also talked to Ace Hdw. who is willing to provide more for next year to cover the complete distance of the railings.

NEW TREASURER: Karen was elected. (Lyn nominated her. 2nd by Al.) Colleen and Judy will help her get started making the budget for this year.

New Employee: Karen Knack submitted her resignation letter affective today. An ad will be published for a new employee to replace her. Bd. members volunteering and Judy and Don can cover the hours for now.

New Event Ideas: (Vicky)

- kite festival
- mystery run
- musical event (like folk or bluegrass)
- These events could be combined with existing events.

We adjourned at 6:50.

Respectfully submitted,
Jeanne Kuhn, Secretary

#7-B

Meeting Minutes of the Dixon Public Library Board of Trustees

Monday December 10, 2012

Attending: Director Lynn Roe, President Glen Hughes, Vice President Carol Linkowski, Secretary Roberta Vanderlin, Kim Pettygrove, David Badger, Terry Dunphy, Robert Thomas, and Tracey Lawton

Absent With Notice: Treasurer Mary Grace Crisham

Meeting Location: Dixon Public Library, Lower Level Meeting Room

The meeting was called to order by President Glen Hughes at 5:30 p.m. There were no citizens present. Kim Pettygrove made a motion to approve the minutes of the November 13, 2012 meeting, Terry Dunphy seconded the motion, and the motion passed.

President's Report: There was no President's Report. President Glen Hughes asked who had not taken and passed the Open Meetings Act test. Bob Thomas and Tracey Lawton have yet to complete it. Bob must complete it by the end of 2012, and Tracey has until approximately the 3rd week of January.

Unfinished Business: We decided to proceed to Unfinished Business immediately, as Mr. Mark Piper, our contractor for restroom remodeling, was present. Mr. Piper showed us tile samples and sizes. We discussed that putting tile over tile on the restroom walls would save money. The floor tile, however, will be removed and replaced with new. A 12" or 13" tile was decided upon. Director Lynn Roe suggested recessed paper towel dispenser/waste receptacles, and she requested insulation to provide a sound barrier. She would like everything to be as hands free as possible. It was also recommended that we not get perfectly smooth tiles, as they can be very slippery when wet. Mr. Piper informed us that the tentative start date is the second week of January, with the majority of the work being done at night. Lynn suggested that work could begin on Dr. Martin Luther King Day (Monday January 21st) when the library will be closed.

Director's Report: Director Roe informed us that there have been two false alarm calls from the fire panel to the fire station. The Fire Department suggested calling Simplex Grinnell to check the fire alarm panel, however the cost of a service call is \$453.40 plus 2 hours of service. Lynn recommended having a service call and doing it before she goes on vacation (her vacation will be from December 23rd to January 5th). After discussion, the Board agreed that Lynn should schedule a service call. Paula Meyer, the new Dixon Finance Director, has had many questions about why the library functions differently from the other City departments. The Board agreed that if she has further questions, we should refer her to the Library Statutes or ask her to contact Board Member David Badger.

Treasurer's Report: The Treasurer's Report was reviewed. Kim Pettygrove brought to our attention that there is an incorrect maturity date for one of the CD's listed at the Sauk Valley Bank; Kim says that it definitely was rolled over into a new CD and the date of 9/5/12 is wrong. The beginning balance in the December Treasurer's Report was \$39,343.35 and the ending balance as of December 10, 2012 is \$41,039.96. Roberta Vanderlin made a motion to approve the Treasurer's Report (including the Trust Funds Report) and the Invoices & Expenditures Report as presented, David Badger seconded the motion, and the motion was approved. Lynn has been reviewing and organizing the Memorials, Donations, Special Funds list, and she gave us a new, easier to read and understand list.

Committee Reports: Finance & Budget: Kim Pettygrove commented that potential donors to the library would be more likely to donate if they received a personal phone call from a library representative, such as the Director. Library Consortium: Lynn informed us that the Base Fee for the Consortium for FY 2014 is \$5,139.27. The Consortium members will be asked in the near future to begin contributing to a technology fund for future expenses. There were no other reports from Standing or Ad Hoc Committees.

New Business: Action Items

- The Board reviewed Chapter 10 of **Serving Our Public 2.0** "Marketing, Promotion, and Collaboration". We discussed that the Library Board does not have a marketing plan (Item 1). We do not specifically invite state and federal officials to visit the library (Item 4). The Board does not visit other libraries at least once a year (Item 7). We do not advertise much (Item 8), although we do pass out donation brochures and we have a Facebook page. Item 14 discusses evaluating patron and community awareness of the library's programs and services through focus groups, surveys, interviews, etc. and it was agreed that we do very little of this.
- The Board discussed our possible participation in the iFiber Grant for Internet Access. Lynn does not recommend that we join the iFiber Network at this time, as we would have to apply for an Erate Discount, and the application is very complex. Also, the cost to be a member of the iFiber Network is \$300/month with a 5 year commitment, which is rather expensive. We agreed to table this for now, while Lynn gathers more information.
- The Board discussed a proposal received from Monitor Productions to install a Video Information System behind the front desk at the library. The system would be a digital sign that would scroll constantly. It is free to the library, and we would be able to post information that we would like our patrons to know about library services. However advertisements would also scroll on the sign. After discussion, it was agreed to table a vote while Lynn gathers more information.

In other new business, President Glen Hughes discussed the importance of our committees meeting all requirements of the Open Meetings Act when they meet.

Kim Pettygrove made a motion to adjourn the meeting. Terry Dunphy seconded the motion. The meeting adjourned at 6:54 p.m.

Our next meeting is on Monday January 14, 2013 at 5:30 pm.

Respectfully submitted,

Roberta Vanderlin, Secretary

Dixon Public Library-Board of Trustees

Treasurer's Report for January, 2013

Beginning Balance in Checking(01)December 10, 2012

\$41,039.96

December 17, 2012

The following has been paid to DPL and is to be deducted from the following accounts:

KSB - 4 books	62.39
Melendrez - 3 books	53.11
Donaldson Technology - 1 book	9.57
Warner - 42 books	479.32

December 17, 2012

Midwest Tape - Murphy -26 dvds	377.74
Nutrition Action Newsletter-KSB 1yr.subscr.	20.00
Steve Belliveau - SRP -science show	50.00
Dixon Riverfront - SRP -	
Reptile program - 75.00	
Science program - 75.00	150.00

December 31, 2012 Interest

1.01

January 10, 2013 Deposit

Kullerstrand- December sales	502.15
McCoy - Joan McCoy	2,000.00
Murphy- Media	2,500.00
AmCore - Serendipity	451.57
Chandler - SRP	50.00

5,503.72

Totals

1,202.13

46,544.69

Ending Balance in Checking January 10, 2013

45,342.56



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

April 2012

Terms and Conditions of Accepting Airport Improvement Program Grants

Sponsor: **City of Dixon**

Airport: **Dixon 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	Topic
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 Airport 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

RESOLUTION
CONFIRMING APPOINTMENT
TO THE TOURISM DEVELOPMENT BOARD

WHEREAS, Becky Reilly has indicated a willingness to serve as a member of the Tourism Development Board; and

WHEREAS, the Mayor of the City of Dixon has recommended the appointment of Becky Reilly to serve as a member of the Tourism Development Board; and

WHEREAS, the City Council for the City of Dixon concurs in said appointment;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Dixon that Becky Reilly be appointed to the Tourism Development Board for a term commencing January 22, 2013 and ending January 31, 2015, or until her successor is duly appointed and qualified.

This Resolution read and approved this _____ day of _____, 2013.

James G. Burke, Mayor

ATTEST:

Kathe A. Swanson, City Clerk

RESOLUTION

WHEREAS, RR5K, Inc. is sponsoring a run in the City of Dixon which event constitutes a public purpose;

WHEREAS, this run will require the temporary closure of Illinois Route 2, a State Highway in the City of Dixon from 1st Avenue to Peoria Avenue (eastbound outside lane including right turn lane at Peoria Avenue) and from south of Boyd Street to River Street (southbound right turn lane);

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Dixon that permission to close off Illinois Route 2 from 1st Avenue to Peoria Avenue (eastbound outside lane including right turn lane at Peoria Avenue) and from south of Boyd Street to River Street (southbound right turn lane) as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 7:30 A.M. and 10:30 A.M. on Saturday, July 6, 2013.

BE IT FURTHER RESOLVED that this closure is for the public purpose of the Reagan 5K Run.

BE IT FURTHER RESOLVED that the City of Dixon assumes full responsibility for the direction, protection, and regulation of the traffic during the Reagan 5K Run.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist directing traffic.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed by the City of Dixon and/or the Reagan Run 5K Committee prior to reopening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc., shall be used by the City of Dixon as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Dixon.

BE IT FURTHER RESOLVED that the closure shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Dixon hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by closing the described above.

BE IT FURTHER RESOLVED that the Reagan Run 5K Committee shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

ADOPTED by the City Council of the City of Dixon this 22nd day of January, 2013, A.D.

MAYOR

APPROVED by the City Council of the City of Dixon this 22nd day of January, 2013, A.D.

ATTEST:

CITY CLERK

#11-D

OTTOSEN BRITZ KELLY COOPER GILBERT & DiNOLFO, LTD.

1804 North Naper Boulevard, Suite 350, Naperville, Illinois 60563
Phone 630.682.0085 Fax 630.682.0788 www.ottosenbritz.com

John H. Kelly
Attorney at Law

Direct Line 630.614.7641
jkelly@ottosenbritz.com

November 29, 2012

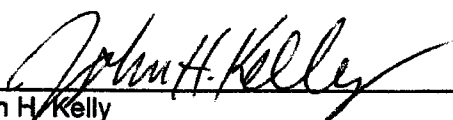
Shawn Ortgiesen
City of Dixon
121 W. 2nd Street
Dixon, Illinois 61021

Re: City of Dixon Proposal

Dear Mr. Ortgiesen:

Please allow this correspondence to serve as our Agreement for our firm to represent the City of Dixon on labor and personnel matters involving the IAFF, FOP, Teamsters, and IBEW. As our firm has represented the City in the past on matters involving the Police and Fire Departments, we are most honored to continue this working relationship with the City. The hourly rates for work of this nature are: \$185.00 for attorney time, \$130.00 for law clerk time, and \$120.00 for paralegal time. We do not charge for travel, postage or secretarial services. I have enclosed for your file firm information packets concerning our work involved with municipalities. If you have any questions or concerns please feel free to contact me.

Sincerely,


John H. Kelly

JHK:eo

Enclosure

#11-C

**CITY OF DIXON
COUNCIL CHAMBER**

I move that a Resolution regarding the temporary closure of Route 2 from First
Street to Peoria Avenue for the Reagan 5K Run be adopted.

COMMISSIONER 

Dept. of _____

COMMISSIONERS YEA NAY

BLACKBURN _____

Date 1/22/13

BRECHON _____

Motion Carried _____

CONSIDINE _____

Motion Lost _____

KUHN _____

MAYOR BURKE _____

11-D

CITY OF DIXON COUNCIL CHAMBER

I move that the Mayor be authorized to accept the proposal from Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd. to represent the City of Dixon in all labor and personnel matters involving the Teamsters and IBEW Unions.

COMMISSIONER

Dept. of



COMMISSIONERS YEA NAY

BLACKBURN _____

Date 1/22/13

BRECHON _____

Motion Carried _____

CONSIDINE _____

Motion Lost _____

KUHN _____

MAYOR BURKE _____

RESOLUTION NO. _____

**RESOLUTION CREATING AND APPOINTING MEMBERS TO CITY TASK FORCE TO
RECOMMEND MUNICIPAL FORM OF GOVERNMENT**

WHEREAS, City of Dixon, Illinois (the "City") currently operates under the commission form of government as authorized and defined by Article IV of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), as amended from time to time (the "Code"); and

WHEREAS, the Mayor and City Council of the City desire to create and appoint members to an advisory City task force entitled the "Governmental Form Task Force" to study the available forms of government as permitted by the Code; and

WHEREAS, the Governmental Form Task Force shall undertake examination of the available forms of government permissible under the Code and make recommendations to the City Council as to whether the commission form of government as presently constituted is the most suitable form of government for the City and whether alternative forms would be more suitable and beneficial; and

WHEREAS, the Mayor and City Council of the City deem it to be in the best interests of the citizens of the City to create the Governmental Form Task Force to examine the available forms of government permissible in Illinois and make a recommendation to the City Council of the most appropriate form of government for the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Dixon, Illinois, that the recitals contained in the preambles to this Resolution are true and correct and are hereby incorporated as if fully set forth herein;

BE IT FURTHER RESOLVED, that there hereby is created an advisory panel known as the Governmental Form Task Force, the members of which shall meet and examine the various forms of municipal government permitted under the Code and make a non-binding, advisory recommendation to the Mayor and City Council of what it determines to be the most appropriate form of government for the City and its citizens;

BE IT FURTHER RESOLVED, that the Governmental Form Task Force established hereby shall consist of seven members who shall serve form a term of one (1) year or until their successors are duly qualified and appointed by the Mayor, with the advice and consent of the City Council. The initial members of the Governmental Form Task Force shall be: Bill Wadsworth, Tom Shaw, Jack Schrauth, Kelly Allen, Jim Marshall, Michael Cole and Marilyn Coffey;

BE IT FURTHER RESOLVED, that the Governmental Form Task Force shall hold any meetings or public hearings it deems necessary to make a thorough examination of the available forms of municipal government pursuant to the Code and shall present its findings and non-binding recommendations to the City Council as to whether the commission form of government as presently constituted is the most appropriate form of government for the City or whether alternative forms would be more suitable and beneficial, which meetings and public hearings shall be held in compliance with the Illinois Open Meetings Act;

BE IT FURTHER RESOLVED, that the provisions and sections of this Resolution shall be deemed to be separable, and the invalidity of any portion of this Resolution shall not affect the validity of the remainder;

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed;

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect from and after its passage and approval;

Passed by the Mayor and the City Council of the City of Dixon on the _____ day of February, 2013.

MAYOR

ATTEST:

City Clerk