



REGULAR COUNCIL MEETING MONDAY, AUGUST 11, 2014
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of Regular Council Meeting of July 28, 2014 and the Special Meeting of August 4, 2014. VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Comments unrelated to agenda items are accepted during "Public Comments" near the end of the meeting.</i>		
7.0 NEW BUSINESS		
7.1 Option and Land Lease DESCRIPTION: Council authorization for the approval of three (3) Option & Land Lease agreements with SBA/Verizon Wireless for the purpose s of installing cellular towers on City owned property. ACTION: Motion to approve the leases. VOTE REQUIRED	DG	5
7.2 Central Business District TIF Commercial/Retail Interior Loan Program DESCRIPTION: Recommendation of the Main Street Design Committee to pay TandKBrowner, LLC owners of Rhythm & Brews eligible interior expenses for 517 and 519 Court Street. ACTION: Motion to approve the agreement in the amount of \$27,900.00 VOTE REQUIRED	LAB	4

7.3 Central Business District TIF Facade Program DESCRIPTION: Recommendation of the Main Street Design Committee to pay TandKBrowner, LLC owners of Rhythm & Brews eligible exterior expenses for 517 and 519 Court Street. ACTION: Motion to approve the agreement in the amount of \$860.00 VOTE REQUIRED	LAB	4
7.4 Illinois Department of Transportation Joint Agreement DESCRIPTION: Agreement for City participation with IDOT for geometry and Intersection Design Studies for the IL 29 intersections with Fayette, Washington, and Distillery Streets. ACTION: Motion to approve the agreement. VOTE REQUIRED	MG	3
7.5 Waste Water Treatment Plant Change Order #4 for Phase 2B DESCRIPTION: Amendment to the agreement with Williams Brothers for 6 items due to changes needed to complete the construction project. ACTION: Motion to approve Change Order #4 for 2B in the amount of \$69,127.00. VOTE REQUIRED	MG	3
8.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 8.1 Staff 8.2 Council 8.3 Five Minute Public Comments 8.4 Press		
9.0 EXECUTIVE SESSION 5 ILCS 120/2 (c) (6.) Lease of Municipally Owned Property.		
10.0 ADJOURNMENT NO VOTE REQUIRED		

Column 1 Key:

DG Darin Girdler City Manager MG Michael Guerra City Engineer
LAB Leigh Ann Brown Economic Development Director

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JULY 28, 2014 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING**

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

ABSENT: NONE

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

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

AGENDA

Motion by Council Member Gillespie, seconded by Council Member Abel that the **agenda be amended by removing New Business item 9.2 Ordinance No. 2703-14/15 – Amending Title 6 of the Code of the City of Pekin 1995 Regarding the Administration Determination of Eligibility Under the Public Employee Disability Act and the Public Safety Employee Benefit Act.** On roll call vote all present voted Aye.

Motion by Council Member Gillespie, seconded by Council Member Hendricks that the **agenda be approved as amended.** On roll call vote all present voted Aye.

MINUTES

Motion by Council Member Gillespie, seconded by Council Member Orrick that the **minutes of the Regular City Council Meeting of July 14, 2014 be approved as written.** On roll call vote; all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Matt Stropes Real Estate, 1908 Quail Hollow Road, told the Council he was managed 3 of the units for one of the owners of the Sara Lane Agreement. He appreciated the Council's consideration in approving a means of maintaining the street once the owners agreed on an equitable solution to pay for the construction to City standards.

Bob Bramham, 2108 Velde Drive, spoke in opposition the street maintenance that would benefit Country Club estates outside of the City limits. He was displeased that the City annual street maintenance included Luttickens and Pavilion Road. He questioned the Martin Luther King holiday contained in the amended Employee Handbook.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports: Traffic Safety Minutes dated July 11, 2014 and Police Department June Report.
7.2 Receive and File Bids for Broadway Veterans Drive Turn Lane, Circle Drive Drainage, Annual Street Maintenance.
7.3 Receive and File Annual Report of the Pekin Public Library.
7.4 Resolution No. 105-14/15 – Amending the 2012 Employee Handbook of the City of Pekin.

On roll call vote all present voted Aye.

NEW BUSINESS

ORDINANCE NO. 1462-A335-14/15

**AMENDING TITLE 8, CHAPTER 4, SECTION 3 F. OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING HANDICAPPED SPACES**

Motion by Council Member Golden, seconded by Council Member Orrick that Ordinance No.1462-A335-14/15 be adopted. Deputy Police Chief Kaminski presented the recommendation of the Traffic Safety Committee to designate an on street handicapped stall at #4 N. 19th Street, on the east side of the street approximately in the center of the block between Broadway Road and Market Street. On Roll call vote all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Abel that the **BUS AGREEMENTS WITH SOUTH PEKIN GRADE SCHOOL be approved.** Director of Transportation Ty Whitford advised the Council that South Pekin Grade School District approached the City with a request to provide transportation of its students. Mr. Whitford stated that the City already transported high school students from South Pekin through Pekin Public School District 303 Agreement. The proposal was for three one-year terms. Discussion followed with questions and concerns of Council regarding the effects the contracts would have on drivers, mechanics, fuel, insurance coverage, profit margin. Council Members Orrick and Golden voiced concerns that there was not enough supported documentation to consider the agreements. Mr. Whitford was asked to submit a business plan for the Bus Department. On roll call vote Ayes Gillespie, McCabe, Abel, Hendricks, and Barra; Nays, Golden and Orrick. Motion Carried.

Motion by Council Member Abel, seconded by Council Member Gillespie that the **BID FOR BROADWAY IMPROVEMENT – TURN LANE AT VETERANS DRIVE IN THE AMOUNT OF \$77,055.00 BE APPROVED AND THE CONTRACT AWARDED TO OTTO BAUM.** City Engineer Michael Guerra recommended the award for the project to remove and replace the damaged pavement that heaved during the past winter for the entire turn lane of the existing widening project. He addressed Council concerns for responsibility of the failed designed or materials. On Roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Orrick that the **BID FOR CIRCLE DRIVE DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$153,155.00 BE APPROVED AND THE CONTRACT AWARDED TO HOERR.** City Engineer Michael Guerra recommended Council approve the storm sewer piping, inlets, manholes, collateral work from Circle Drive to Parkway Drive to replace a collapsed storm sewer caused by the eroded hillside. He explained that he was hesitant recommending a project that had received only one bid but did not feel the City would receive any better pricing if re-bid. He felt it would not be of any advantage and to delay a project that had been a problem for 20 years could cause increase expense. On roll call vote Ayes Gillespie, Orrick, Abel, Hendricks, and Barra; Nays, Golden and McCabe. Motion Carried.

Motion by Council Member Orrick, seconded by Council Member Gillespie that the **BID FOR ANNUAL STREET MAINTENANCE IN THE AMOUNT OF \$120,816.00 BE APPROVED AND THE PROJECT AWARDED TO RA CULLINAN & SON, INC. A DIVISION OF UCM.** Council was advised that the reduced street maintenance project for 2014 project limits included Sheridan Road from Luttickens to Veterans, Kelly Avenue, TAPS Lane, 12th Street from Court to Park, Martha, Center, Garden, and Peoria Streets. The City and Park District utilized joint cooperation for bidding the Pavilion Road seal coating. The roads were selected due to extensive patching required from continued deterioration. Discussion followed on issues of Luttickens easements. Council Member was not in favor of the chip seal process and would not support improvements on a private drive. Council Member Orrick supported the utilization and cooperation of intergovernmental agreements. On roll call vote Ayes Gillespie, Orrick, Abel, Hendricks, and Barra; Nays, Golden and McCabe. Motion Carried.

ORDINANCE NO. 2704-14/15

AUTHORIZING THE PURCHASE OF REAL PROPERTY

Motion by Council Member Orrick, seconded by Council Member Abel that Ordinance No.2704-14/15 be adopted. City Manager Darin Girdler asked for authorization to acquire .71 acres of land along the northern property line of the Church of God as right of Way for El Camino Drive extension. On Roll call vote all present voted Aye.

ORDINANCE NO. 2705-14/15

**AMENDING TITLE 4, CHAPTER 12 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING REGISTRATION OF RENTAL HOUSING AND LOTS.**

Motion by Council Member Hendricks, seconded by Council Member Orrick that Ordinance No.2705-14/15 be adopted. The amendment would remove non-owner occupied registration from the code that was replaced by adoption of Ordinance N0.2702 Crime Free Property/Nuisance Property Abatement at the previous Council Meeting. On Roll call vote Ayes, Gillespie, Orrick, Abel, Hendricks, McCabe and Barra; Nay, Golden. Motion Carried.

Motion by Council Member Hendricks, seconded by Council Member Abel that the **SARA LANE AGREEMENT be approved.** Agreement for the City to accept improvements by the property owners of the 1500 Block of Sara Lane. Thereafter the City would accept the dedication of Right-of-Way and maintenance of that portion of Sara Lane. Mayor Barra hope that all owners agreed to undertake the construction of the private lane and complete it according to the specifications and regulations respecting City streets. Staff was asked to monitor the speed limit through traffic safety committee once the street was dedicated to the City. On roll call vote all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Engineer Michael Guerra announced the Broadway at 8th would be closed and a detour to 6th Street posted to begin the improvement project on Tuesday. Also Veterans Drive would be closed at Mall Road for a short time for construction. He also reported that the Sheridan Road Bridge project was delayed by the rain and amount of rock that needed to be excavated. Council Member Golden reminded Mr. Guerra of the liquid damage provision if the project was not completed on time for school opening.

Council Member McCabe told Council that he had met with the Police Chief regarding his concerns of the personnel budget as he did with the Fire Chief to address his concerns in that department. He reported the meeting was an eye opening experience to the work load and duties of officers. Over staffing was not an issue. Council Member Abel questioned if property had been acquired for ponding in the Cambridge stormwater project and was told the negotiations were still in process.

Mayor Barra encouraged support of the St. Jude runners fund raising efforts this weekend. Council Member Orrick spoke in support of St Jude.

Gerald Witzig, 11501 Antioch, Tremont, expressed his concern that the City had a weed problem on City owned property and dumping problem at the Riverfront properties. Ann Witzig also addressed the Council regarding her dissatisfaction with Home Rule.

Robert Brauman, 2108 Velde Drive, wished Council would maintain his drive in respect to his comments on Luttickens Drive. He voiced concern that the West Campus was not seeded as stated in the developer agreement.

Paula Sheridan, 2111 Highwood, spoke of her displeasure that the Code Enforcement Department had cited her for violation of a recreational vehicle parked in her drive. She stated she would provide Council with photos of 30 other violations in the Sunset Hills Subdivision.

No further business to come before the Council, motion by Council Member Hendricks, seconded by Council Member Orrick that Council adjourn. On roll call vote all present vote Aye.

COUNCIL ADJOURNED AT 7:10 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
ON MONDAY, AUGUST 4, 2014 AT 5:00 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

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

ABSENT: NONE

Mayor Barra called the meeting to order at 5:00 p.m.

Roll was called and all Council Members were present.

AGENDA

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

No other business or comments were heard.

EXECUTIVE SESSION

Motion by Council Member Gillespie, seconded by Council Member Orrick, that the Council move to Executive Session at 5:05 P.M. to discuss **5 ILCS 120/2 (c) (6). Lease of Municipally Owned Property**. On roll call vote all present voted Aye.

No further business to come before the Council, Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 7:20 P.M.

Sue E. McMillan
City Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

CC: City Clerk

From: Darin W. Girdler, City Manager

Re: SBA/Verizon Wireless Cell Tower Project

AGENDA ITEM: Council authorization for the approval of three (3) Option & Land Lease agreements with SBA for the purposes of installing cellular towers on City owned property.

AGENDA DATE REQUESTED: August 11, 2014

ACTION REQUESTED: Authorization providing for the execution of the Option & Land Leases as attached.

DESCRIPTION: The Option & Land Lease agreements provide for the use of City owned property for the installation of monopole towers by SBA. The agreements have an initial five year term and four automatic five year renewals. These are exclusive agreements; similar companies would be able to co-locate on the towers but would not be able to construct additional towers on the leased property. The locations are: 1621 Sheridan Road, one at the Streets and Bus Department facility on Koch Street and one along the frontage road of Riverway Business Park adjacent to Route 29.

FINANCIAL IMPACT: The City will receive \$1,000.00 per location per month with annual increments of 3%. Additionally should additional communication carriers co-locate on a tower the city would receive an additional \$300.00 per month for each co-location.

IMPACT IF APPROVED: Revenues from a current nonrevenue producing asset.

IMPACT IF DENIED: SBA would seek privately owned land and the City would not realize the revenue.

ALTERNATIVES: N/A

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

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

REQUIRED SIGNATURES

Corporation Counsel:

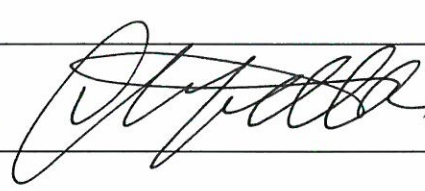
Date:

Finance:

Date:

City Manager:

Date:

08/04/14 

OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between **CITY OF PEKIN**, a Municipal corporation, having an address of 111 S. Capital Street, Pekin, Illinois 61554, hereinafter referred to as "Lessor" and **SBA TOWERS V, LLC**, a Florida limited liability company, having an office at 5900 Broken Sound Parkway, N. W., Boca Raton, Florida 33487-2797, hereinafter referred to as "Lessee."

1. The Option.

(a) For the sum of One Thousand and No/100 Dollars (\$1,000.00) (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year period upon written notification to Lessor by Lessee accompanied by the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent (as defined below), and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, the Lease which follows will take effect and Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

(c) During the Option Period, Lessee shall have the right to enter Lessor's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice provision specified herein. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 10,000 (100' x 100') square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as Frontage and Enterprise, City of Pekin, County of Tazewell, State of Illinois 61554, Property Parcel ID: 10-10-10-100-044, with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit A and be made a part hereof. The Leased Space legal and access and utility easement set forth in the survey will replace any parent parcel description set forth in Exhibit B as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility,

including a communications tower, antennas, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

3. Term. The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to four (4) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term.

4. Rent. The rent for the first five (5) years of the Lease will be One Thousand and No/100 Dollars (\$1,000.00) per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the initial term or any renewal term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the initial term or renewal term and the denominator of which is the total number of days in the full calendar month. Beginning with the second (2nd) year of the Lease and every year thereafter, the then current monthly rental fee will be increased by three (3%) percent. Each such year shall commence on the corresponding anniversary of the Commencement Date. Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

In addition to the Rent, Lessor shall receive an additional Three Hundred and No/100 Dollars (\$300.00) per month revenue sharing beginning with the second (2nd) carrier for each broadband telephony sublessee, including but not limited to, PCS providers such as AT&T, Verizon, T-Mobile and Sprint-Nextel, using the Structures or the Leased Space. Notwithstanding the foregoing, all Rent contained herein shall be payable one month in arrears upon Lessee's receipt of rental payment from its sublessees. Lessee shall provide Lessor a summary report listing the sublessees on the tower with Lessor's monthly rent check. In the event the first (1st) sublessee is no longer a tenant on the Leased Space, the second (2nd) sublessee who collocated on the Leased Space will take the place of the first (1st) sublessee for purposes of being excluded from the revenue sharing provisions of this section.

5. Ingress and Egress. Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the initial term or renewal term, or (ii) removal by Lessee of all of its property from the Leased Space after expiration of the initial term or renewal term. The location and configuration of the Easement will be agreed upon by

the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easement shall be included in any recorded Memo (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lien holder</u>	<u>Type of Lien</u>
N/A	

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the initial term or renewal term.

7. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) **Secured Parties.** Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in the Lease and all assets and personal property of Lessee located on the Leased Space

(the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessee, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If the Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as the Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. In the event Lessor gives Lessee any notice of default under the terms of the Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

8. Governmental Approvals and Compliance. During the initial term or renewal term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. **Assignment and Subleasing.** Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole discretion. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

10. **Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: City of Pekin
Attn.: City Manager
111 Capital St.
Pekin, IL 61554
Phone # - (309) 477-2300
Cell # - (618) 971-8276
Email: dwgirdler@ci.pekin.il.us

Rent Payable to: City of Pekin

To Lessee: SBA Towers V, LLC
5900 Broken Sound Parkway, N. W.
Boca Raton, FL 33487-2797
RE: South Pekin/IL16129-B
Attn: Site Administration
Phone # - (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

11. **Lessee Improvements.** Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Lessee. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee shall restore the Leased Space to its

original condition at the commencement of this Lease, except for ordinary wear and tear and damages over which Lessee had no control. Lessor and Lessee agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder, deeper than thirty six inches (36"), below current grade which are permanent in nature, including, but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities.

12. **Insurance.** Lessor - Lessor, at all times during the initial term or renewal term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect. Such insurance shall name Lessee as an additional insured with respect to the Leased Space, shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance. Lessee - Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than Two Million Five Hundred Dollars (\$2,500,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. **Operating Expense.** Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. **Taxes.** Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Premises.

15. **Maintenance.** Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

16. **Hold Harmless.** Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence

of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for willful misconduct, neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder, except if Lessee terminates this Lease pursuant to subsections (xii), (xiii), (xiv), Lessee agrees to pay Lessor liquidated damages in the amount equal to six (6) months of the then current Rent amount. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for

any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Exclusivity.

As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not, at any time during the term of the Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Lease and/or after the term hereof) any of the uses permitted under this Lease without the prior written consent of Lessee, in Lessee's sole discretion.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the initial term or renewal term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. Survey and Testing. Lessee will have the right during the initial term or renewal term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial

term or renewal term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term or renewal term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants

that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memo and record same in the public records.

33. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi-governmental authority or agency with the power of condemnation during the initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements,

including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. Right of First Refusal. If at any time during the term of this Lease, Lessor receives a bona fide written offer ("Offer") from a third party to sell, assign, convey, lease or otherwise transfer its interest (or to obtain an option to do any of the foregoing) in the current or future Rent, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. If Lessee accepts the Offer, Lessor shall reject the Offer from the third party and close on the Offer with Lessee in accordance with its terms.

36. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: CITY OF PEKIN,
a Municipal corporation

LESSEE: SBA TOWERS V, LLC,
a Florida limited liability company

By: _____

By: _____
Alyssa Houlihan

Title: _____

Title: Vice President, Site Leasing

Date: _____

Date: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

Notary Public:

I do hereby certify that _____, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public:

I do hereby certify that ALYSSA HOULIHAN, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2014.

Witness my hand and seal this _____ day of _____, 2014.

Notary Signature

Notary Signature

EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of 10,000 (100' x 100') square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

TRACT I:
The Southwest Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois;

TRACT II:
The South Half of the Northwest Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois;

TRACT III:
All that part of the North Half of the Northwest Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, lying and being East of Illinois State Route #24 (formerly State Route #29) except the following tracts of land:

That portion conveyed to the Standard Oil Company, an Indiana Corporation, by Trustee's Deeds dated June 4, 1951, recorded in Book 412, Page 244, and Book 412, Page 246;

That portion conveyed to Ray Fort by Warranty Deed dated October 2, 1964, recorded in Book 713, Page 242;

That portion conveyed to The Quaker Oats Company by Warranty Deed dated June 7, 1965, recorded in Book 731, Page 181;

That portion conveyed to The Quaker Oats Company by Warranty Deed dated January 19, 1966, recorded in Book 744, Page 115;

That portion conveyed to Gary R. Vance by Warranty Deed dated February 24, 1978, recorded in Book 2182, Page 346;

That portion conveyed to Kriegsmann Transfer Co. by Trustee's Deed dated May 29, 1948, recorded in Book 359, Page 454, excepting that portion of said property which was re-conveyed to The Adwell Corporation by Warranty Deed dated August 31, 1959, recorded in Book 613, Page 53;

That portion conveyed to Kriegsmann Transfer Co. by Warranty Deed dated August 31, 1959, recorded in Book 613, Page 54;

That portion conveyed to The State of Illinois Department of Transportation by Warranty Deed dated March 23, 1981, recorded in Book 2477, Page 202;

This conveyance is made subject to easements of record, existing public utility easements, public highways as now located and rights-of-way for drainage ditches, feeders, laterals and underground drain tiles or pipes, if any;

This conveyance is further made subject to real estate taxes for the year 1989, due and payable in 1990, which the Grantor herein agrees to pay when due;

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
700.00
215500

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
700.00
615500

County of Tazewell
Notary Public

Initials: _____

Initials: _____

EXHIBIT B

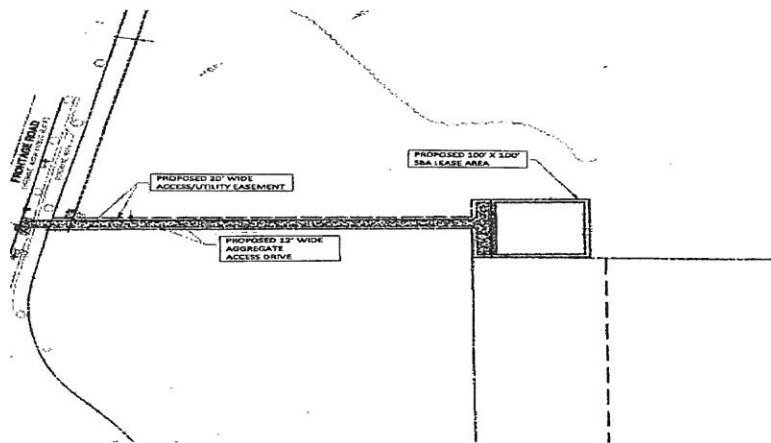
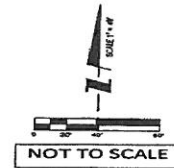
**LEGAL DESCRIPTION
ATTACH LEGAL DESCRIPTION FROM DEED**

The Leased Space shall consist of 10,000 (100' x 100') square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

South Pekin IL16129-B

Pekin, IL 61554



Initials: _____

Initials: _____



REQUEST FOR COUNCIL ACTION – TIF Commercial Interior Loan Program

To: Mayor and Council

CC: Darin Girdler, City Manager

From: TIF Administrator – Central Business District TIF

AGENDA ITEM: TIF Commercial Interior Program for Rhythm & Brews 517/519 Court Street

AGENDA DATE REQUESTED: August 11, 2014

ACTION REQUESTED: TIF Commercial Interior Loan Program amount of \$27,900.00

DESCRIPTION: Approval by Mayor and Council to pay TandKBrowner, LCC owners of Rhythm & Brews according to the terms of the Central Business District TIF Commercial/Retail Interior loan program in the amount of \$27,900.00 for eligible interior expenses addressing 517 and 519 Court Street properties. The program reimburses ½ of the eligible expenses up to \$25,000.00 (whichever is less) per building. Pekin Main Street Design committee has reviewed the complete application for the total eligible project cost of \$86,606.40 plus architectural specs cost of \$2,900.00 to cover new construction of framing wall and drywall, ADA restrooms, all new electrical and plumbing systems. Main Street Design committee recommends to Council the approval of the TIF Commercial/Retail loan program for the amount of \$27,900.00 for the fixed improvements at 517/519 Court Street for their new location. City Inspections have been notified of this project and property owner/contractor will apply for permit(s). All work will be inspected and TIF dollars issued upon satisfactory completion and review of paid invoices. The applicant may request ½ of the City TIF approved amount upfront to launch the project. A lien will be filed again property for 5 years as repayment leverage if applicant fails to meet program requirements during the 5 year term.

FINANCIAL IMPACT: \$27,900.00/\$141,215.11 (TIF budgeted amount remaining)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allow business owner to fit out mechanics of the interior

IMPACT IF DENIED: Delays renovations due to overall business build out and operational costs.

ALTERNATIVES:

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

☐	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
☐	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
☐	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
☒	A High Quality of Life. To support or provide services that improve the quality of life for

	Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	<i>Leigh Ann Brown</i>
Date:	8/1/14
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	<i>[Signature]</i>
Date:	08/04/14

City of Pekin, Illinois
Downtown TIF Commercial Retail &
Upper Story Housing Loan Program

APPLICATION REQUEST

DBA: Rhythm & Brews

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: Terryl + Kathleen Brawner / TandK Brawner LLC
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 517 / 519 Court Street PIN No. 04-04-35-336-014
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 805 Chestnut Street Phone #: 346-7484
267-4228
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? No If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? yes
8. Briefly describe the type of business operation presently or will be housed in the building:
Tavern
9. What is approximate age of building? 70 years old +
10. Is Owner of property currently participating in any other City business assistance program? NO
11. Are you aware of any historical or architectural significance associated with the building? Yes
If yes, please explain: Jones Brother's built in 1942
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance the function of the building:
We intend to make this building into an adult driven gathering social tavern - with great hopes of bringing more foot traffic into downtown. We plan to keep it clean & respectful for our city.

13. If the building includes commercial retail space, please provide a copy of your business plan.
14. How soon after possible grant approval by the City would you begin your project? immediately
15. Once started, how long would it take to complete? 2-3 months
16. What is the total cost of planned eligible work? \$ 96,000 -
17. From what sources and in what amounts, other than the City, will the money for this project be drawn?
Please be specific:
Herget Bank loan \$81,000.00
18. Will the planned building renovation result in the creation of any new jobs? potentially - depends
If yes, how many full-time and/or part-time positions will result? 1-2 on business growth

Applicant(s) Signature: K. Brauner

Date: June 20th 2014

Date: _____

CITY USE ONLY

The City of Pekin TIF Administrator:

✓ recommends _____ does not recommend approval to the City Council.

Date: 7/30/2014 TIF Administrator Signature: Leigh Ann Brown

Amount recommended: \$ 27,900.00 Conditions, if any: _____

City Council:

_____ approves _____ does not approve loan program.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois

Downtown TIF Commercial Retail/Upper Story Housing Loan Program

APPLICANT CERTIFICATION FORM

As Applicant(s) for participation in the City of Pekin's Downtown TIF Commercial Retail/Upper Story Housing Loan Program, I/we acknowledge with following statements.

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown TIF Commercial Retail/Upper Story Housing Loan Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a five (5) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a non-commercial use; cessation of business operations; or, failure to properly maintain improvements to the property financed in part by the City.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☒ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.
- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to retail use to qualify for program participation.

☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.

☒ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: K. Brauner

Date: 6-20-14

Date: _____

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

City of Pekin, Illinois

Downtown TIF Commercial Retail / Upper Story Housing Loan Program

Required Attachments Along With Application Request

☒ Proof of building ownership.

☒ Concurrence of Owner to participate in program if Owner is not Applicant.

☒ Minimum of two (2) qualified bids for all program eligible work to be performed.

☒ Copy of building assessment from licensed structural engineer (if required). Any building assessment costs are considered eligible project costs.

☒ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution.

☒ Current photographs of building showing all areas subject to improvement. *Remodel, site plan on entire building*

☒ Drawings depicting interior/exterior site plan project. *on file with City*

☒ Executed Applicant/Owner Certification Form. *Inspections*

☒ Letter from Applicant/Owner expressing need for financial assistance.

☒ Summary sheet of project/s.

**TIF Commercial Retail
Rhythm & Brews
Project Summary**

TandKBrowner, LLC, DBA
Rhythm & Brews
513 Court St
Pekin, Il. 61554
346-0228

Riverside Woodworking, Inc	\$86,606.40
Thompson Brothers Inc	\$108,250.00
Engineered Site Plan (Jost Becker Jost)	\$2,900.00

No Structural assessment needed due to site plan work and condition of parcel basement remainder slab will support all loads of remodel.

*Site plan on file with
City inspections*

$\$86,606.40 / 2 = \$43,303.20$

TIF eligible \$25,000 plus \$2,900 = \$27,900.00
(subject to invoice verification when completed)



TandKBrowner, LLC, DBA
Rhythm & Brews
513 Court St
Pekin, Il. 61554
346-0228

June 20th 2014

Dear Ms. Leigh Ann Brown,

Our name is Terryl and Kathleen Browner, we have purchased the Jones Brothers Jewelry building at 519 Court Street in the TIF district in order to move our business two doors up. We are enhancing the building with all new construction build out of framing and drywall, new rest rooms, as well as all new electric and plumbing and new sign for front and rear of building. It is our intent to take advantage of TIF funds our great city offers for downtown buildings. We are so excited and proud to own our business in downtown Pekin.

Sincerely,
Kathleen Browner

K. Browner

Riverside Woodworking, Inc.

*1287 Lourdes Road, Metamora, IL 61548
Phone 309-383-2444 Fax 309-383-2446*

Pricing breakdown includes:

-Plumbing

-Men's restroom:

- Wall hung lav sink in white mansfield**
- Delta 501 Lav Faucet**
- Ada trap and supply wrap**
- Leonard mixing valve**
- Mansfield urinal white**
- Sloan 3250400 G2 hands free urinal flush**
- Mansfield 137160 WH ada toilet**

-Womens

- Wall hung lav sink in white mansfield**
- Delta 501 lav faucet**
- Ada trap and supply wrap**
- Leonard mixing valve**
- Mansfield 13716 WH ada toilet in white**
- Mansfield 135160 elongated toilet in white**

-Bar Area

- Wall hung lav sink in white mansfield**
- Delta 501 lav faucet**
- Leonard mixing valve**
- (2) floor drains**

-Kitchen

- 4 compartment sink, faucet & drains (furnished by others)**
- Wall hung lav sink n white**
- Delta 501 lav faucet**
- Leonard mixing valve**

-Electrical

- Men's restroom (2) lights, (1) switch**
- Womens restroom (2) lights, (1) switch**
- Employees restroom (2) lights, (1) switch, (1) receptacle**
- Stays as is**
- Rear entry Hallway (4) lights, (1) switch, (2) receptacles**
- Storage/Janitor Area (3) lights, (1) switch, (2) receptacles, (1)**
- Walk-in-cooler**
- Kitchen Area (6) lights, (2) switches, (6) receptacles, (1) ice**
- Maker wiring, (1) pizza over receptacle**
- Bar/Game area (1) pool table light, (1) 60' track lights with 8**
- 52' track lights with 7 heads, (3) paddle fans, (16) recess lights**
- (6) switches, (14) receptacles**
- Bar (3) lights, (12) receptacles, (2) paddle fans, (3) switches**
- (14) receptacles**
- Exterior (2) entrance lights, (2) sign lights with automatic**
- Control**
- Miscellaneous (3) bar light fixtures & pool table light by owner**
- Existing HVAC & water heater wiring, Demolition as needed**
- 400 amp 1 phase service with 2 panels, basement stays as is.**
- Dimmer switches on bar, table & game areas**

-Carpentry work

-Metal stud framing in bathroom walls, bar soffit areas & misc. areas per drawings to fill in.

-Drywall, tape & finish all new areas above

-Sound insulation where needed

-Set metal door frames and install doors/closures per drawing

-Misc patch work drywall estimated hours 20

-Cabinetry \$10,240.00 ~~KB~~ remove from TIF project.
portion

-Build bar walls, tops, face panels, 8" back drink top along outside wall, Curved top around column for drinks

-Misc trim and shelf around front entrance

$$\$96,846.40 - \$10,240.00 = \boxed{\$86,606.40} \text{ KB}$$

Thanks Chris Schmitt



THOMPSON BROTHERS INC.
CONSTRUCTION COMPANY

Quote

Thompson Brothers Inc

PO Box 313
Pekin, IL 61555
Phone 309-613-0254

Date 6-19-2014
Project Name Rhythm and Brews
Bloomington, IL

Customer

Rhythm and Brews

Prepared by: TT

	AMOUNT
To supply labor, material and equipment to:	
Complete interior buildout of Building located at 517/519 Court St Pekin, IL All work to be per plans and specs as defined by Jost/Becker/Jost Architects Plans dated 6-11-2014 Price includes: Framing, drywall, electrical, plumbing, doors, interior finishes, cabinets, and misc demo.	
TOTAL	\$ 108,250.00

May 23, 2014

Ms. Kathy Browner
805 Chestnut Street
Pekin, Illinois 61554

RE: Architectural Services
For Building Remodel
For New Tavern
At 517/519 Court Street
Pekin, Illinois

Dear Ms. Browner:

I wish to thank you for the opportunity to meet with you on May 22, 2014, to discuss your project. From that meeting I have prepared the following Proposal for the captioned project:

DESCRIPTION OF BASIC ARCHITECTURAL SERVICES

I. PRELIMINARY DESIGN PHASE.

A. Description of Services:

1. Architect shall visit site to confirm existing conditions and dimensions.
2. From information received from the site visit and at the meeting on May 22, 2014, Architect shall prepare a Floor Plan Drawing. Drawing shall be submitted for the Owner's review and comment.
3. Architect shall meet with Owner's representative to discuss required revisions.
4. Architect shall revise Drawing and resubmit for Owner's approval. Any additional revisions shall be Additional Services.

Ms. Kathy Browner
May 23, 2014
Page Two

II. FINAL DESIGN PHASE.

A. Description of Services:

1. Based on approved Preliminary Design Drawing, Architect shall prepare Drawings for approval by Owner. Documents shall include the following:
 - a. Final Remodeled Floor Plan.
 - 1) From information furnished by the Owner, Architect shall indicate locations of bar and kitchen equipment.
 - 2) Design of bar counter, back bars and bar soffit/display to be by others.
 - b. Construction details as required to describe construction methods.
2. Architect shall submit documents to the Owner for review and comment.
3. From the Owner's review comments, revise documents as required. Any later revisions will be Additional Services.
4. Architect shall prepare the energy efficiency COMcheck documents based on existing construction information, and new or existing heating and air conditioning and lighting installations provided by the Owner and/or Contractor.

III. COMPENSATION FOR BASIC ARCHITECTURAL SERVICES.

Compensation shall be based on the following hourly rates, with a not-to-exceed fee:

Hourly Rates:

Architect (Darrell D. Becker).....	\$120.00/Hour
Secretary.....	\$55.00/Hour
NOT-TO-EXCEED FEE.....	\$2,900.00

Ms. Kathy Browner
May 23, 2014
Page Three

Reimbursable Expenses:

Reimbursable Expenses shall be for the cost of document reproduction. These expenses are billed at a multiple of one and one-half (1.5) times the amount billed to the Architect. Estimated expense for this Project is \$30.00.

Additional Services:

Additional Services are services not enumerated in the Description of Basic Architectural Services. These services to be provided at the direction of the Owner and billed at the hourly rates and multipliers enumerated above.

Services Not Included:

Investigation for asbestos containing building materials. Design of plumbing, HVAC, and electrical work. These services to be provided by the Contractors for this work.

I wish to thank you for the opportunity to submit this Proposal. I have enclosed two (2) copies. If it meets with your approval, please sign and date both copies, retain one (1) copy for your files, and return the remaining copy to this office.

MS. KATHY BROWNER

JOST/BECKER/JOST-ARCHITECTS

By

Kathy Browner

By



Date

May 27 2014

201400008171
Filed for Record in
TAZEWELL COUNTY, IL
CHRISTIE A WEBB
06-05-2014 At 02:48 pm.
WARR DEED 140.75
RHSP Surcharge 9.00

County Tax Paid in
Half Amount As State Tax
STATE OF ILLINOIS
STATE TAX

JUN.-5.14
TAZEWELL COUNTY

REAL ESTATE TRANSFER TAX
00070.00
0000010494
FP326667

WARRANTY DEED

141410092

THIS INDENTURE WITNESSETH THAT THE GRANTORS, Robert W. Falkingham and Holly Joanne Falkingham, husband and wife, of Pekin, Illinois, for ten dollars and other good and valuable consideration, convey and warrant to Terryl L. Brawner and Etta K. Brawner, husband and wife, as joint tenants and not as tenants in common, all right, title, and interest in the following described real estate, to wit:

TRACT 1: THE EAST TWO THIRDS OF EVEN WIDTH OF LOT 13 IN
BLOCK 90 IN THE ORIGINAL TOWN, NOW CITY OF PEKIN, AS
SHOWN ON PLAT RECORDED IN PLAT BOOK "C", PAGE 2, IN THE
OFFICE OF THE RECORDER OF DEED OF TAZEWELL COUNTY,
ILLINOIS, SITUATED IN TAZEWELL COUNTY, ILLINOIS.

AND

TRACT 2: THE WEST 6" OF LOT 12 IN BLOCK 90 IN THE ORIGINAL
TOWN, NOW CITY OF PEKIN, AS SHOWN ON PLAT RECORDED IN

RETURN TO
FIRST COMMUNITY
TITLE SERVICES

PLAT BOOK "C", PAGE 2, IN THE OFFICE OF THE RECORDER OF
DEED OF TAZEWELL COUNTY, ILLINOIS, SITUATED IN TAZEWELL
COUNTY, ILLINOIS.

TIN: 04-04-35-336-014 (both tracts combined)

commonly known as the old Jones Brothers Jewelry Store at 517-519 Court
Street, Pekin, Illinois, hereby releasing and waiving all rights under and by virtue
of the Illinois homestead exemption law.

This warranty deed is subject to all conditions, covenants, dedications, easements,
reservations, restrictions, and building and other set-backs of record or as shown
on the recorded plat or other survey of the property, rights of way for drainage
tiles, ditches, feeders, laterals, and other underground drain pipes, if any, roads,
ways, streams, or easements, if any, not shown by the public records, riparian
rights and title to filled in lands, general real estate taxes, special assessments,
ordinances of the city of Pekin and the county of Tazewell, all matters that would
be determined by an accurate survey of the premises, including both
encroachments and boundary overlaps, and the rights of the public in and to that
part of the premises taken or used for roadway purposes.

By accepting this deed, the grantees acknowledge that they or their agents have
inspected the premises and the improvements thereon and that they are satisfied

as to the condition of the premises and the improvements thereon and all other matters pertaining thereto, and by accepting this deed, they accept the premises and the improvements thereon and all other matters pertaining thereto **AS IS AND WITH ALL FAULTS.**

DATED THIS 5 DAY OF JUNE, A.D. 2014

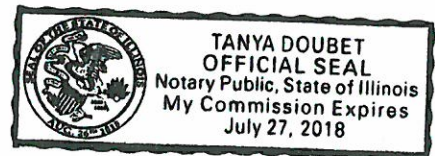

ROBERT W. FALKINGHAM


HOLLY JOANNE FALKINGHAM

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5
DAY OF JUNE, A.D. 2014, BY ROBERT W. FALKINGHAM AND HOLLY JOANNE
FALKINGHAM.


NOTARY PUBLIC (SEAL)



THIS INSTRUMENT PREPARED BY:

GERALD L. HALL, ESQ.
ATTORNEY AT LAW

524 COURT STREET
PEKIN, ILLINOIS 61554

SEND FUTURE TAX BILLS TO:

TERRYL L. BRAWNER
AND ETTA K. BRAWNER

517-519 COURT STREET
PEKIN, ILLINOIS 61554



REQUEST FOR COUNCIL ACTION – TIF Façade Program

To: Mayor and Council

CC: Darin Girdler, City Manager

From: TIF Administrator – Central Business District TIF

AGENDA ITEM: TIF Façade Program for Rhythm & Brews 517/519 Court Street

AGENDA DATE REQUESTED: August 11, 2014

ACTION REQUESTED: TIF Façade Grant Program amount of \$860.00

DESCRIPTION: Approval by Mayor and Council to pay TandKBrowner, LCC owners of Rhythm & Brews according to the terms of the Central Business District TIF Façade program in the amount of \$860.00 for eligible exterior expenses addressing 517-519 Court Street properties. The program reimburses 1/2 of the eligible expenses up to \$12,500.00 (whichever is less) per building. Pekin Main Street Design committee has reviewed the complete application for the total eligible project cost of \$1,720.00 to cover new signs on the front and rear of the building (both public entrances). Main Street Design committee recommends to Council the approval of the TIF Façade grant for the amount of \$860.00 for the improvements at 517/519. City Inspections have been notified of this project and property owner/contractor will pull permits. All work will be inspected and TIF dollars issued upon satisfactory completion and review of paid invoices.

FINANCIAL IMPACT: \$860.00/\$150,000.00 (TIF budgeted amount remaining)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allow business owner to improve the façade to accommodate a tavern business.

IMPACT IF DENIED: Delays renovations due to overall business build out and operational costs.

ALTERNATIVES:

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

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

REQUIRED SIGNATURES

Department Director:

Date:

8/1/14 Leigh Ann Brown

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

08/04/14 [Signature]

DBA: Rhythm & Brew

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St, Pekin, IL 61554

- City of Pekin Downtown Revitalization Programs • 17

13. How soon after possible grant approval by the City would you begin your project? immediately
14. Once started, how long would it take to complete? 2-3 months
15. What is the total cost of planned eligible work? \$ \$1900-
16. From what sources and in what amounts, other than the City, will the money for this project be drawn
Please be specific:
Herget bank loan \$81,000.00
17. Will the planned building renovation result in the creation of any new jobs? potential
If yes, how many full-time and/or part-time positions will result? 1-2

Applicant(s) Signature: K. Brauner

Date: June 20th 2014

Date: _____

CITY USE ONLY

The City of Pekin Main Street Design Committee:

☒ recommends _____ does not recommend approval to the City Council.

Date: 7/30/14 Chair Signature: Amy Bonney

Amount recommended: \$ 860.00 Conditions, if any: _____

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

*As Applicant(s) for participation in the City of Pekin's Downtown facade Revitalization Program,
I/we acknowledge with following statements.*

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown facade Revitalization Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a three (3) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a non-commercial use; cessation of business operations; or, failure to properly maintain improvements to the property financed in part by the City.
- ☒ I/We have read and understand the Design Standards for the Pekin Downtown facade Program and agree to, the fullest extent feasible, perform all work on our property in compliance with these standards.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☒ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.

- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to commercial use to qualify for program participation.
- ☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.
- ☒ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: K. Brauner

Date: 6-20-14

Date: _____

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

City of Pekin, Illinois Downtown Facade Revitalization Program

Required Attachments Along With Application Request

- | | |
|---|--|
| <p>☒ Proof of building ownership.</p> <p>☒ Concurrence of Owner to participate in program if Owner is not Applicant.</p> <p>☒ Minimum of two (2) qualified bids for all program eligible work to be performed.</p> <p>☒ Copy of building assessment from licensed structural engineer (if required). Any building assessment costs are considered eligible project costs.</p> <p>☒ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution.</p> | <p>(Sign only)</p> <p>☒ Current photographs of building showing all areas subject to improvement.</p> <p>☒ Drawings depicting exterior appearance of building following completion of project including lighting, signage, landscaping, etc., as applicable. <i>Sign Bid</i></p> <p>☒ Executed Applicant/Owner Certification Form.</p> <p>☒ Letter from Applicant/Owner expressing need for financial assistance.</p> <p>☒ Summary sheet of project/s.</p> |
|---|--|

Upon receiving a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

**TIF Facade
Rhythm & Brews
Project Summary**

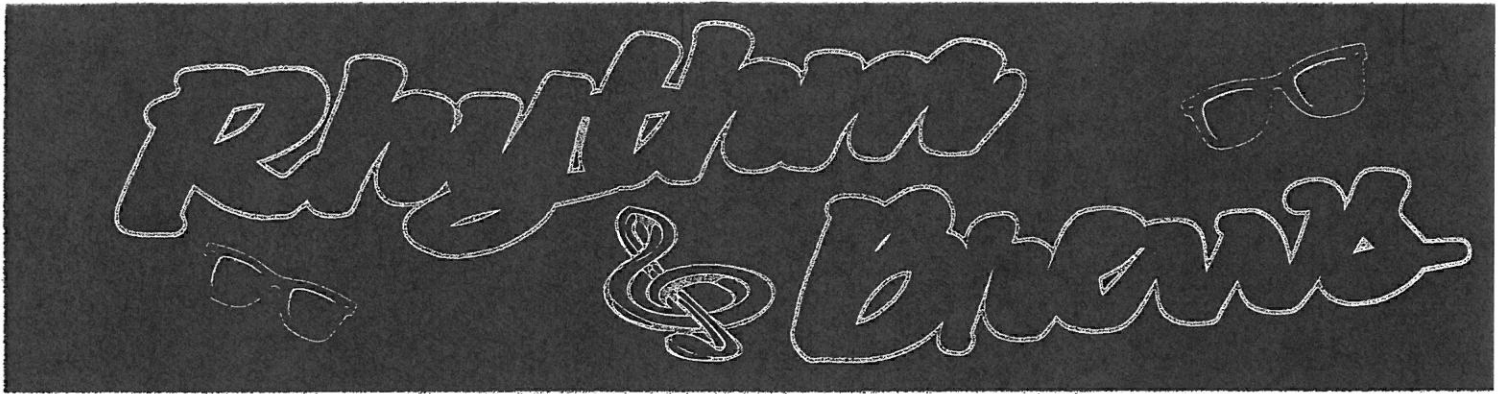
TandKBrowner, LLC, DBA
Rhythm & Brews
513 Court St
Pekin, Il. 61554
346-0228

Dan's Signs	\$1,720.00
-------------	------------

T-Shirt House	\$1,770.00
---------------	------------

$\$1,720 / 2 = \860.00

TIF eligible \$860.00
(subject to invoice verification when completed)



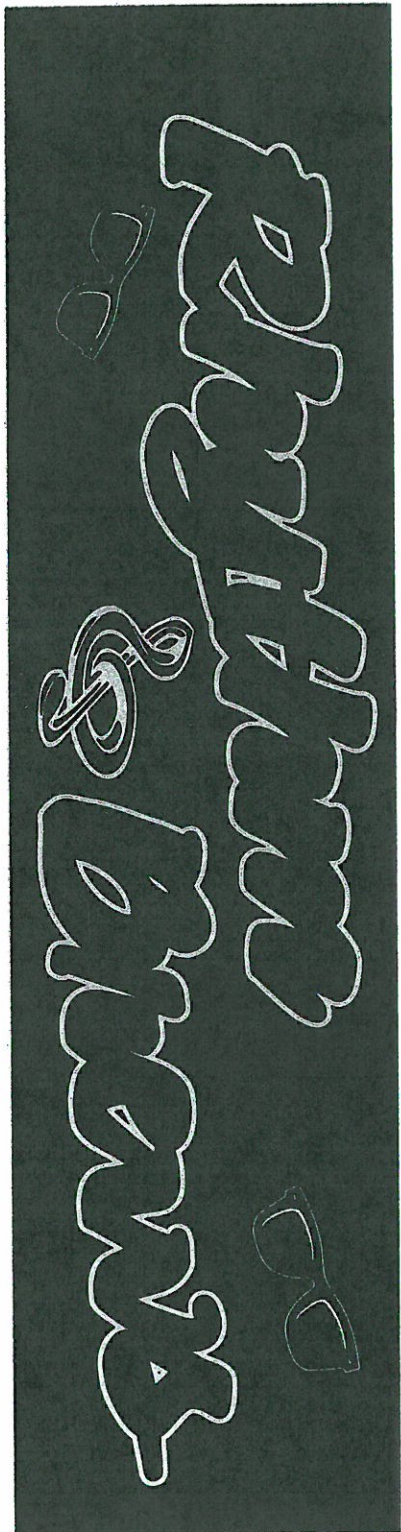
TandKBrawner, LLC, DBA
Rhythm & Brews
513 Court St
Pekin, IL 61554
346-0228

June 20th 2014

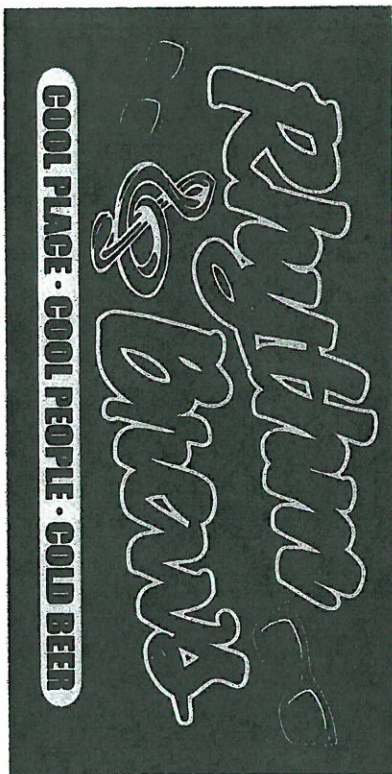
Dear Ms. Leigh Ann Brown,

Our name is Terryl and Kathleen Brawner , we have purchased the Jones Brothers Jewelry building at 519 Court Street in the TIF district in order to move our business two doors up. We are enhancing the building with all new construction build out of framing and drywall, new rest rooms, as well as all new electric and plumbing and new sign for front and rear of building. It is our intent to take advantage of TIF funds our great city offers for downtown buildings. We are so excited and proud to own our business in downtown Pekin.

Sincerely,
Kathleen Brawner



ONE 4' BY 16' MAX METAL BLACK USING 2 4' BY 8' INSTALLED ABOVE ON FRONT OF BUILDING \$1000.00



ONE 4' BY 8' MAX METAL BLACK INSTALLED ON BACK OF BUILDING.
\$480.00
JUST LETTERING 2-COLORS FOR FRONT WINDOW APPLIED 83" BY 32"
\$290.00

COMPLETED TOTAL IS \$1770.00

219 S. 2nd Street
Pekin, IL
(309) 346-0336
fax: (309) 346-2339
tshirthouse1@yahoo.com

Over 30 Years in the industry

**T-Shirts, Hats, Jackets, Signs
Embroidery, and much more**

Whatever your needs for Schools, Teams, Groups
and Special Events, T-Shirt House is your ANSWER!

Mark D. McMahon

- One of the areas largest screenprinters
- In house art department
- No order too small or too large

COOL PLACE • COOL PEOPLE • COLD BEER



41

Winter went
Hawarden
14x8
Map Metal
was killed back
of building on
con. asking

81

Andy Steiner
630-7550

4'

Rhythm & Bones



16'

Map note
2 4' 8' 15
installs
up above
canopy

W. H. Perkins
620-7538

813041

Statement		DATE	TERMS
TO		7/22/14	
Rhythm & Brews court st. Pekin, IL			
IN ACCOUNT WITH		Dan's Signs 1012 Derby Pekin, IL	
	1	4'x8' on back of building (copy furnished)	\$400.00
	1	4'x16' Mex Metal (Black) 2'x8'5" (copy furnished)	\$980.00
		Letter window copy furnish	\$280.00
		\$840.00 down	\$1720.00
		\$800.00 finished	
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

201400008171
Filed for Record in
TAZEWELL COUNTY, IL
CHRISTIE A WEBB
06-05-2014 At 02:48 pm.
WARR DEED 140.75
RHSP Surcharge 9.00

County Tax Paid in
Half Amount As State Tax
STATE OF ILLINOIS
STATE TAX

JUN. -5.14
TAZEWELL COUNTY

# 0000010496	REAL ESTATE TRANSFER TAX
	00070.00
	FP326667

WARRANTY DEED

141410092

THIS INDENTURE WITNESSETH THAT THE GRANTORS, Robert W. Falkingham and Holly Joanne Falkingham, husband and wife, of Pekin, Illinois, for ten dollars and other good and valuable consideration, convey and warrant to Terryl L. Brawner and Etta K. Brawner, husband and wife, as joint tenants and not as tenants in common, all right, title, and interest in the following described real estate, to wit:

TRACT 1: THE EAST TWO THIRDS OF EVEN WIDTH OF LOT 13 IN BLOCK 90 IN THE ORIGINAL TOWN, NOW CITY OF PEKIN, AS SHOWN ON PLAT RECORDED IN PLAT BOOK "C", PAGE 2, IN THE OFFICE OF THE RECORDER OF DEED OF TAZEWELL COUNTY, ILLINOIS, SITUATED IN TAZEWELL COUNTY, ILLINOIS.

AND

TRACT 2: THE WEST 6" OF LOT 12 IN BLOCK 90 IN THE ORIGINAL TOWN, NOW CITY OF PEKIN, AS SHOWN ON PLAT RECORDED IN

RETURN TO
FIRST COMMUNITY
TITLE SERVICES

PLAT BOOK "C", PAGE 2, IN THE OFFICE OF THE RECORDER OF
DEED OF TAZEWELL COUNTY, ILLINOIS, SITUATED IN TAZEWELL
COUNTY, ILLINOIS.

TIN: 04-04-35-336-014 (both tracts combined)

commonly known as the old Jones Brothers Jewelry Store at 517-519 Court
Street, Pekin, Illinois, hereby releasing and waiving all rights under and by virtue
of the Illinois homestead exemption law.

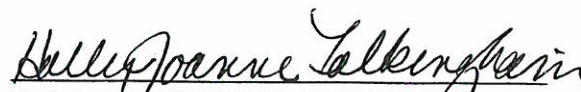
This warranty deed is subject to all conditions, covenants, dedications, easements,
reservations, restrictions, and building and other set-backs of record or as shown
on the recorded plat or other survey of the property, rights of way for drainage
tiles, ditches, feeders, laterals, and other underground drain pipes, if any, roads,
ways, streams, or easements, if any, not shown by the public records, riparian
rights and title to filled in lands, general real estate taxes, special assessments,
ordinances of the city of Pekin and the county of Tazewell, all matters that would
be determined by an accurate survey of the premises, including both
encroachments and boundary overlaps, and the rights of the public in and to that
part of the premises taken or used for roadway purposes.

By accepting this deed, the grantees acknowledge that they or their agents have
inspected the premises and the improvements thereon and that they are satisfied

as to the condition of the premises and the improvements thereon and all other matters pertaining thereto, and by accepting this deed, they accept the premises and the improvements thereon and all other matters pertaining thereto **AS IS AND WITH ALL FAULTS.**

DATED THIS 5 DAY OF JUNE, A.D. 2014

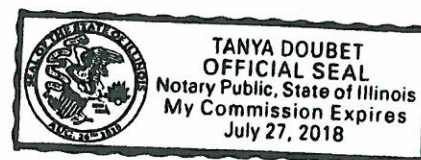

ROBERT W. FALKINGHAM


HOLLY JOANNE FALKINGHAM

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5
DAY OF JUNE, A.D. 2014, BY ROBERT W. FALKINGHAM AND HOLLY JOANNE
FALKINGHAM.


NOTARY PUBLIC (SEAL)



THIS INSTRUMENT PREPARED BY:

GERALD L. HALL, ESQ.
ATTORNEY AT LAW

524 COURT STREET
PEKIN, ILLINOIS 61554

SEND FUTURE TAX BILLS TO:

TERRYL L. BRAUNER
AND ETTA K. BRAUNER

517-519 COURT STREET
PEKIN, ILLINOIS 61554



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Joint Agreement with Illinois Department of Transportation

AGENDA DATE REQUESTED: August 11, 2014

ACTION REQUESTED: To approve the Joint Agreement with IDOT for the Roadway Geometry and Intersection Design Study for IL 29 from Fayette to Distillery that is included in the Front Street Engineering Study

DESCRIPTION: This is the joint agreement is for IDOT participation for the inclusion of IL 29 from Fayette to Distillery as part of the Front Street Engineering Study. During the May 12, 2014 meeting Council passed the agreement with Hanson Professional Services to continue the Front Street Engineering Study which included portions of State Route 29. This is the agreement for IDOT's participation in the study in which they will pay the City for the portions of the study involving IL 29 for an amount not to exceed \$32,000.00.

I recommend that the agreement be approved since it will help offset the City's cost of the engineering study.

FINANCIAL IMPACT: Credit of \$32,000.00 for engineering services

NEIGHBORHOOD CONCERNS: The need for improving an over burden road

IMPACT IF APPROVED: The City will receive the funds from IDOT

IMPACT IF DENIED: The City will not receive the financial assistance from IDOT

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES

Department Director:



Date:

8/11/14

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

FAP Route 656 (IL 29)
Section: (4CS,8)N
City Section: 14-00188-00-EG
Tazewell County
Location: IL 29 Intersections with Fayette,
Washington, and Distillery Streets
Job No. C-94-125-14
Catalog No.: 035165-00D
Agreement No.: JN-415-401

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2014,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF
TRANSPORTATION, hereinafter called the STATE, and the CITY OF PEKIN, of the State of
Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the CITY, to support economic development and improve vehicular access and
safety, is desirous of performing a study within the boundaries of Distillery Street, Front Street,
Fayette Street, and IL Route 29 (2nd Street) to potentially reconstruct and widen the existing
pavement, providing new curb and gutter, storm sewers, truck stacking areas, and improved
horizontal alignment; and

WHEREAS the STATE, in order to facilitate the free flow of traffic and ensure safety to the
motoring and pedestrian public, is desirous in participating in the aforementioned study; and

WHEREAS, both parties to this Agreement are desirous of said improvements in that same will
be of immediate benefit to local residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties
hereto agree as follows:

1. The CITY agrees to perform Phase I and Phase II engineering studies in accordance with STATE standards and procedures. The STATE agrees to furnish engineering oversight in work involving IL Route 29 to protect the STATE's interest.
2. The STATE agrees to pay to the CITY its obligation for preliminary engineering services upon execution of this agreement and subsequent invoicing by the CITY, an amount equal to \$32,000. **The total cost to the STATE for this project shall not exceed \$32,000.**
3. The CITY shall secure formal written approval of the Intersection Design Study and Project Report from the STATE, prior to advertising for the work to be performed hereunder. The STATE shall have a minimum 30 days for each review and comment/approval Intersection Design Study, Project Report and the preliminary and final plans and specifications.
4. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination regulations required by the U.S. Department of Transportation.
5. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
6. The CITY shall maintain, for a minimum of five (5) years after the completion of the improvement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the improvement shall be available for review and audit by the Auditor General and other STATE auditors and the

CITY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documents are not available to support their purported disbursement.

7. It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.
8. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

FAP Route 656 (IL 29)
Section: (4CS,8)N
City Section: 14-00188-00-EG
Tazewell County
Location: IL 29 Intersections with Fayette,
Washington, and Distillery Streets
Job No. C-94-125-14
Catalog No.: 035165-00D
Agreement No.: JN-415-401

CITY OF PEKIN

By: _____
Laurie L. Barra, Mayor

Date: _____

Attest: _____
Sue E. McMillan, City Clerk

(SEAL)

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____
Erica Borggren, Acting Secretary

Date: _____

By: _____
Omer Osman, Director, Chief Engineer
Division of Highways

Date: _____

ATTACHMENT 1

TIN CERTIFICATION

The CITY certifies that:

1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding , and
3. The CITY's person with signatory authority for this AGREEMENT is a U.S. person (including a U.S. resident alien).

Taxpayer Identification Number: _____

Legal Status

- | | |
|---|--|
| ☐ Individual | ☒ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral home /Cemetery |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Other _____ | ☐ D= Disregarded entity |
| | ☐ C= Corporation |
| | ☐ P= Partnership |



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Change Order - Wastewater Treatment Plant, Phase 2B

AGENDA DATE REQUESTED: August 11, 2014

ACTION REQUESTED: Approve Change Order #4 for Phase 2B for the WWTP in the amount of \$69,127.00

DESCRIPTION: Phase 2B construction of the wastewater treatment plant commenced in May of 2012 with the construction of the new plant within the foot print of the existing plant. This is the fourth change order and includes additions for 6 items due to changes that are needed to complete the construction of the new plant. These modifications were necessary to make sure that operation of the plant can be performed to the satisfaction of the City at the completion of the project.

Overall these changes added benefit to the operation of the plant and provide for a better product. Attached are the descriptions of the changes that are required with the amount added or deducted. The complete change order packet will be available for review with the City Clerk or the City Engineer.

Overall for phase 2B the original contract was \$14,850,000.00 and with the all change orders it is now \$15,234,618.00 which is a 2.59% increase. This change order will bring the total amount of change orders to \$384,618 leaving \$60,882.00 remaining in the original 3% loan contingency. This project is nearing completion which will limited the amount of changes that still may be required.

I would recommend that this change order for the project be approved so that phase 2A can be completed.

FINANCIAL IMPACT: None to the existing budget because changes were anticipated in the project estimate

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Work will continue and the project stays on schedule to meet mandated completion date

IMPACT IF DENIED: Work will be delayed which will cause failure to meet mandated completion date of June 2015

ALTERNATIVES: N/A

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

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

✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 8/1/14	
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	

Change Order

No. 4

Date of Issuance: 8/1/2014

Project: Wastewater Treatment Plant (STP #1) Improvements – Phase 2B	Owner: City of Pekin
Contract: Wastewater Treatment Plant (STP #1) Improvements – Phase 2B	Date of Contract: 5/7/2012
Contractor: Williams Brothers Construction, Inc.	Engineer's Project No.: 0110781.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See Attachment #1 – List of Change Order Items and Justifications

Attachments (list documents supporting change):

See Attached RFP's #35, 36, 37, 38, 39, 41

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 14,850,000.00

[Increase] [Decrease] from previously approved
Change Orders No. 1 to No. 1:

\$ 315,491.00

Contract Price prior to this Change Order:

\$ 15,165,491.00

Increase of this Change Order:

\$ 69,127.00

Contract Price incorporating this Change Order:

\$ 15,234,618.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days X Calendar days

Substantial completion (days or date): 1020

Ready for final payment (days or date): 1050

[Increase] [Decrease] from previously approved Change Orders
No. to No. :

Substantial completion (days): 90

Ready for final payment (days): 90

Contract Times prior to this Change Order:

Substantial completion (days or date): 1110

Ready for final payment (days or date): 1140

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 1110

Ready for final payment (days or date): 1140

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 07/23/2014

Approved by Funding Agency (if applicable):

ACCEPTED:

By:
Owner (Authorized Signature)

Date:

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 07-24-14

Date:

ATTACHMENT #1

Change Order Items and Justification

1. RPF #035: Provision of replacement air release valves. The incorrect valves were recommended by the manufacturer. They will be uninstalled, re-stocked and replaced with wastewater compatible air release valves. The RFP also includes re-routing an existing sump discharge and a credit to the owner for an extra eyewash assembly. The sump pump discharge was discharging to an effluent manhole and was rerouted to the Process Drain Down manhole to eliminate the possibility of contaminating the effluent water quality. \$7,660.00
2. RFP #036 – Provision of surge blocks at HOBAS pipe fittings in lieu of backfill soils and provision of waterstops at the excess flow basin and additional associated reinforcement at the excess flow basins. The surge blocks are to protect/secure large diameter CSO Pipe fittings from surge pressure movement during high flow storm flow events. The alterations to the excess flow basin are to improve watertightness when the basin is in use. \$40,163.00
3. RFP #037: Provision of access panels to the roof crawl space in the Chlorination Building similar to the access panel provided in the Phase 1 Headworks Building. These panels allow access for maintenance and inspection of materials above the FRP paneled ceilings. This RFP also includes provision of circuit breakers for the eyewash heaters in the chlorine building. \$6,448.00
4. RFP #038: Provision of an electrically actuated valve in the supernatant sludge pump suction piping. This will prevent the lamella plate settler from draining through the pump and allow the valve to automatically operate when the pump is in operation. \$8,520.00
5. RFP #039: Revision of existing circuits for the Control building computers so that they are powered by the existing UPS system. \$1,410.00
6. RFP #040: Deleted
7. RFP #041: Provision of 120v outlets to for heat trace wire that is required for the supplied chlorination equipment. \$4,926.00.

See attached RFP and Change Order Proposal Packets for additional details. See attached summary tabulation of costs.

RFPs and Change Order Summary for Phase 2B

8/1/2014

Codes: UR-User Requested; UF - Unforeseen Condition; DE -Design Error; CR - Code Revision; PC- Plan Clarification

RFP Number	Date	Description	Corresponding RFI/ESI	Transmittal Number	Proposal Amount	Negotiated Amount	Change Order Number	Code
1	6/20/2012	Cleanouts Added to Contract	Ph2A RFI #081	78	\$3,981.00	\$3,981.00	1	
2	6/22/2012	ESI 002 - Local HOA Panel for Scum Transfer Pumps	ESI 002	84	\$928.00	\$928.00	1	
3	6/28/2012	Remove Sampler Weatherguard Enclosure from Contract. Add a deck for sampler access	Shop Dwg 11185	103	(\$12,595.00)	(\$12,595.00)	1	
4	7/11/2012	Remove GFI Outlet and Conduit allowance from Contract	Contractor's Request	144	(\$25,370.00)	(\$34,880.00)	1	
5	7/17/2012	Sulfur Dioxide Equipment Room Expansion-RFP DELETED 7/18/2012		151	\$0.00	\$0.00	1	
6	7/26/2012	Chlorine Solution piping to RAS forremain		170	\$4,912.00	\$4,912.00	1	
7	7/26/2012	Plant Flow Temporary Bypass Routing during Chlorine Contact Tank Construction		172	\$43,682.00	\$37,119.00	1	
8R	8/9/2012	NPW Suction Header Revisions and isolation valves		189	\$18,016.00	\$18,016.00	1	
9	8/16/2012	30-inch SA Manhole relocation	Cancelled/deleted	205	\$0.00	\$0.00	-	
10	8/29/2012	Change of Type C Light Fixture to Match Phase 1 and 2A	Shop Dwg 16511 & 16512	220	\$3,729.00	\$3,729.00	1	
11	9/26/2012	Delete Fiber Fan Out boxes and Appurtenances Chlorine Building per RFO 014		250	(\$4,383.00)	(\$4,383.00)	1	
12	10/1/2012	Modification to Chlorine Gas Detector Scope		251	\$3,742.00	\$3,742.00	1	
13	10/5/2012	Sulfur Dioxide Equip Room (Rm 101) Window Size Change		259	(\$253.00)	(\$253.00)	1	
14	10/12/2012	MH Adjacent to CSO Inlet Control Structure		266	\$19,674.00	\$17,384.00	1	
15	10/17/2012	Allowable demolition near South Primary Clarifier and temporary 24" Bypass Pipe		280	\$15,247.00	\$13,902.00	1	
		Total Change Order No. 1			\$71,310.00	\$51,602.00		
17R1	11/8/2012	Relocation of Vector Pad and NPW Extension to Existing Blower Building		325	\$238.00	\$1,481.00	2	UR
18	11/15/2002	Concrete pavement repair at 30 in. sewer below Front St.	RFI 013		\$58,035.00	\$46,818.00	2	UR
19	12/19/2012	Temporary Secondary Clarifier Construction Bypass and Transfer Fittings			\$27,707.00	\$25,744.00	2	UR
20R	2/4/2013	PLC relay and TVSS adjustments CSO and Chlorination Control Panels (originally issued 1/18/2013)			(\$756.00)	(\$1,116.00)	2	
21	1/24/2013	Chlorine Equipment Revisions and Deletions			(\$4,870.00)	(\$4,870.00)	2	
22R	2/27/2013	PLC-CHL HVAC I/O and Wiring			\$6,414.00	\$2,569.00	2	DE
23	3/20/2013	South Primary Clarifier Stairs Extensions	RFI 023		\$8,506.00	\$8,506.00	2	DE
24	3/20/2013	Boring Obstructions for 48-inch Excess Flow outfall and casing			\$15,355.00	\$12,164.00	2	UF
		Total Change Order No. 2			\$110,629.00	\$91,296.00		
16	10/18/2012	Ex. Influent Diversion Box (in Front St.) Rehabilitation T&M NTE			\$29,015.00	\$25,459.00	3	UR
25R	5/15/2013	Roadway and piping revisions at south end of WWTP		282	\$62,232.00	\$59,262.00	3	UR
26	5/15/2013	N. Secondary Effluent and Existing Plant Effluent Pipe Conflict Fittings			\$22,789.00	\$22,789.00	3	UF
27	5/22/2013	Storm Surge activation components Primary Clarifiers and Secondary Activated Sludge (CSO System)	Cancelled/deleted		\$181,995.00	\$0.00	-	
28R	6/11/2013	HVAC Duct work, motorized damper, gooseneck, and air intake size changes	RFI #031		\$22,096.00	\$20,970.00	3	UR
29	6/25/2013	Electrical Conduit Seals			\$23,157.00	\$22,539.00	3	UR
30	6/29/2013	Access hatch and floor cut out at existing sludge drying bldg pump station			\$5,944.00	\$5,201.00	3	UR
31		Phase 2B Flood Impact Time Extension			\$0.00	\$0.00	3	UF
32	8/27/2013	Tideflex Valve Wall Reinforcement			\$14,921.00	\$14,921.00	3	PC
33	8/28/2013	CSO Pump Station Overexcavation			\$1,452.00	\$1,452.00	3	UF
		Total Change Order No. 3			\$363,601.00	\$172,593.00		

34	9/24/2013	Utility Supply (water, sewer, electrical, fiber) to new office building-Owner Direct Funded			\$0.00	\$0.00	-	
35R2	11/20/2013	Air release valve model number revisions			\$9,307.00	\$7,660.00	4	PC
36	12/11/2013	Excess Flow Basin Retaining Wall Mods, Surge blocks for Hobas Fittings			\$57,679.00	\$40,163.00	4	PC
37	1/21/2014	Chlorine building ceiling hatch; breakers for emergency eyewash flash heater			\$6,448.00	\$6,448.00	4	CR/DE
38	3/10/2014	Supernatant sludge pump valve addition			\$8,520.00	\$8,520.00	4	UF
39	5/12/2014	Re-wiring circuits in UPS power panel control room			\$1,410.00	\$1,410.00	4	UC
40	6/6/2104	Secondary Thermocouple Digester #2			\$0.00	\$0.00	-	
41	6/20/2014	Electric Outlets for Chlorine Equipment Heaters		RFI #43	\$4,926.00	\$4,926.00	4	PC
		Total Change Order No. 4			\$88,290.00	\$69,127.00		
				% of Construction				
Original Contract				\$14,850,000.00				
	CO #1			\$51,602.00				
	CO #2			\$91,296.00				
	CO #3			\$172,593.00				
	CO #4			\$69,127.00				
Total Change orders				\$384,618.00				
Current Contract				\$15,234,618.00				
Loan Contingency				\$445,500.00			3.00%	
Remaining Loan Contingency				\$60,882.00			0.41%	