



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, JUNE 12, 2017 5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve Agenda
4.	Approval of Minutes
4.1.	City Council - Regular Meeting - May 22, 2017 5:30 PM
4.2.	Approval of Minutes
5.	Communications, Petitions, Reports
5.1.	Business Analyst Presentation
5.2.	Destination Imagination
6.	Public Input
7.	Consent Agenda
7.1.	Police Department Stats April 2017 ACTION REQUESTED: Receive and File Police Department Stats April 2017
7.2.	Resolution No. 53-17/18 ACTION REQUESTED: Approve the Mayor's appointment of Mark A. Rothert as the Alternate to the PPUATS Policy Committee.
7.3.	Approve Consent Agenda
8.	New Business
8.1.	ANNUAL PREVAILING WAGE RESOLUTION NO. 52-17/18 ACTION REQUESTED: Adopt and Approve The Annual Prevailing Wage Resolution No. 52-17/18

8.2.	2017 Ledgestone Insurance Open ACTION REQUESTED: Approve \$10,000 sponsorship to 2017 Ledgestone Insurance Open
8.3.	First Amendment to Site Lease Agreement No. 371069 GTP Acquisition Partners II, LLC PIN 11-11-07-103-022 ACTION REQUESTED: To approve the First Amendment To Site Lease Agreement with GTP Acquisition Partners II, LLC. for cell tower No. 371069 located at the East Side Fire Station.
8.4.	First Amendment to Site Lease Agreement No. 371068 GTP Acquisition Partners II, LLC PIN 04-04-34-436-010 Add-On ACTION REQUESTED: To approve the First Amendment To Site Lease Agreement with GTP Acquisition Partners II, LLC. for a cell tower No. 371068 located at the Wastewater Treatment Plant. 2nd and Elizabeth St.
8.5.	Ordinance No. 1462-A351-17/18 Amending the Traffic Code of the City of Pekin Chapter 4 - Stopping, Standing & Parking Section 8-4-1: No Parking Places D. Restricted Parking ACTION REQUESTED: The Traffic Safety Committee is making a recommendation to City Council for consideration of removing the No Parking Restriction currently in place on S. 13 th Street from Center Street to Martha Street.
8.6.	Request to Finance ASA Overnight Visitors Grants ACTION REQUESTED: \$12,021 for the Approval of 3 Overnight Visitors Grant for the Amature Softball Association of Illinois
8.7.	Ordinance No. 2766-17/18 Amending the Code of the City of Pekin Title 3 Chapter 3 - Basset Training ACTION REQUESTED: Approve amending the Liquor Code to include Basset Training. The State of Illinois Liquor Commission mandates that effective July 1, 2017 that all municipalities in Tazewell County have an ordinance and process in place in regards to Basset Training. This ordinance brings us in compliance and we are working to provide the initial training to Pekin liquor establishments so they too are in compliance with this mandate.
9.	Any Other Business To Come Before The Council
9.1.	Discussion Residency
9.2.	Discussion for Permit Fees

10. Executive Session 5 ILCS 120/2 (c)
10.1. Move to Executive Session to discuss 5 ILCS 120/2 (c) 6. the setting of a price for sale or lease of property
11. Adjourn
11.1. Adjourn

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY MAY 22, 2017 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE *MAYOR * PRESIDING

ROLL CALL

All members were present and a quorum established.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:20 PM
Michael Garrison	Councilman	Present	5:17 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:15 PM
John p Abel	Council Member	Present	5:16 PM
Michael Ritchason	Council Member	Present	5:27 PM
Mark Luft	Council Member	Present	5:30 PM
John McCabe	Mayor	Present	5:24 PM

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor John McCabe.

APPROVAL OF AGENDA

3.1. Motion to: **approve the agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

APPROVAL OF MINUTES

4.1. Motion to: **approve the Council Meeting minutes of May 8, 2017 and the Council Meeting minutes of the New Council of May 8, 2017**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	John p Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

4.2. **Council Meeting Minutes May 8, 2017 5:30 PM and 6:00 PM**

PUBLIC INPUT

There was no public input.

CONSENT AGENDA

6.1. Motion to: **approve the Consent Agenda as presented**

Council Member Luft questioned why the Liquor Commission Minutes were from March. Mayor McCabe explained that the minutes do not go on the agenda to be received and filed by the Council until they are approved by the Liquor

Commission at their next regular meeting. The minutes were approved at the April meeting of the Liquor Commission.

Mayor McCabe presented several items for consideration by Omnibus Vote in the Consent Agenda and made special note and comments to the National Public Works Week and the 2017 Municipal Clerk's Week and her duties.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

- 6.2. **Building Department Report April 2017**
- 6.3. **Traffic Safety Committee Meeting Minutes - May 2017**
- 6.4. **Tazewell County Animal Control April 2017 Billing**
- 6.5. **National Public Works Week May 21st - May 27th, 2017**
- 6.6. **Liquor Commission Minutes dated 03/23/17**
- 6.7. **2017 Municipal Clerk's Week Proclamation**
- 6.8. **Annual Appointments Resolution No. 50-17/18**

NEW BUSINESS

- 7.1. **MFT Resolution No. 51-17/18 for Preliminary Engineering**
City Engineer Michael Guerra spoke to both New Business items 1. and 2. that were tied together. The resolution for the expensiture of Motor Fuel Tax (MFT Funds was for the Preliminary Engineering Services from Midwest Engineering Services for Street and Sidewalk Maintenance Task Order 001 in the amount of \$60,150.00 It would allow the the City to utilize MFT funds to pay the services. Council Member Garrison questioned if there was an overlap of streets in Task Orders 001 and 002.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	John p Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

- 7.2. **Task Order 001 for Engineering Agreement with Midwest Engineering for Street and Sidewalk Maintenance**
The Council was advised that on May 8, 2017 the members approved a master service agreement entered into with Midwest Engineering to assist the City with street and sidewalk maintenance for the next three years. This first Task Order was for the agreement to perform the preliminary engineering services totaling \$60,150.00 for:

Oarkway Drive - Willow to Court crack fill \$900.00
14th Street - Park to Fisher mill and overlay \$21,250
Sheridan -Hawthorne to Parkway mill and overlay \$13,750
Broadway - Schramm to Parkway mill and overlay \$24,250

Mr. Guerra explained to Council Member Garrison that required guidelines using MFT Funds were based on the estimated construction cost from 3%-5%. He also explained to Council Member Orrick the advantage to the City of using a master service agreement for projects less than \$25,000 in order not to seek Request for Proposals for consultant on each project.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James A Schramm, Council Member
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

7.3. Task Order 002 for Engineering Agreement with Midwest Engineering for Street and Sidewalk Maintenance

The second Task Order 002 was the agreement for Midwest Engineering to assist the City with street and sidewalk maintenance:

4th Street - Broadway to Derby pavement patching \$22,500.

The project was utilizing General Funds following the guidelines of IDOT Local Roads Manual based on estimated construction costs. The engineering fee would be 5% of the total estimated budget. Council Member Ritchason questioned the time frame for completion to ensure construction this year. Task Order 002 would come before the Council the end of July for award. Task Order 001 using MFT funds would require additional steps for State approval and runs a month or two behind.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Larry Edwards asked the Council to consider walkways over 2 areas often traveled by motor cyclist and scene of road kill. He noted 2nd Street, Rt 29 and Parkway Drive to the roller rink as areas of concern. He submitted to the Council several photo suggestions for animal walks over roadways that have been constructed in other parts of the country.

Rick Hilst addressed the Council on several matters:

Noted Traffic Safety Committee minutes were in Consent Agenda and had not been approved yet at a TSC meeting. Contrary to what was stated earlier regarding Liquor Commission minutes.

Could not find in Budget Detail the million dollar transfer of funds from the Bus Department to the General Fund. Asked for direction that would show the transfer took place.

Quoted 65ILCS 5/5-3-7-8 and read the manager could not create new officers or positions, however the manager had such power with direction of Council.

John McNish noted occurrences of the number 33 in sports, along with the significance of OSHA 300 log reporting 33 City of Pekin recordable incidents. He remarked that it appeared the City did not care about the safety of its employees.

Eric Portner, Labor Representative for the Pekin Police Benevolent Labor Committee, expressed concern of the damaging cuts to the Department implemented by the City Manager; no assignment to drug unit; the elimination of investigation's take home squad cars; consideration of cuts to traffic detail; and 5 officer per shift minimums. He questioned where the money from the cuts was going when new managements positions were created that did not exist before.

Tom Veach President Firefighters Local 524 spoke in support of the Police Labor Representative's concerns. He stated the fire union was opposed to any cuts in public safety.

Ann Witzig commented she did not appreciate Council Member Abel's statement that some of the worse properties were landlord's. She agreed with the request of Mr. McNish that 3 of the positions named should be relieved of their duties, the Mayor the City Manager, the Human Resources Director.

Elaine Ritchie told the Council before cutting fire and police they should not be posting for new jobs.

Council Member Luft questioned the matter brought before the Council regarding minimum manning requirements for safety personnel. He agreed with Fire Representative Veach that firefighters and police do an outstanding job and that the issues of staffing would be looked at closely. The Council Member next expressed his concerns to statements by Mr. McNish that the recordable accidents were alarmingly high. To not have processes in place with safety committees was not acceptable. To Mrs. Witzig he explained his view that the positive of fixing the houses in the 14th Street Project owned by landlords was the fact the renter would benefit from lower utility bills from the installation of new windows. Council Member Luft expressed his concerns after reviewing the personnel residency requirements that there were department heads that do not live in the City. He noted these employees were making decisions with fees, with taxes, with policies implemented onto the taxpayers. With no skin in the game this presented a problem. He questioned from and email received and contrary to previously being told, there was no "secret" meeting. He indicated what he had before him was agenda information regarding City Manager transition options meeting at the Dirksen Center in January. The last issue he asked to have addressed was the matter of roofing permits. He felt the Building Code did not direct the fee to be charged and that new fees were necessary to come before the Council.

A motion was made by Council Member Luft, seconded by Council Member Orrick to place on the next agenda to discuss the policy for residency for City staff.

A motion was made by Council Member Luft, seconded by Council Member Orrick to place on the next agenda to discuss the policy who applies the fees to the permits that go out from the City. Mayor McCabe noted the request.

Council Member Abel noted an incorrect posting on social media that the City treatment plant cost \$100 million and did not work. He asked that the individual, if an employee or a disgruntle former employee, to get the facts right that the costs was \$60 million and the plant worked well.

Council Member Orrick expressed his disappointment that Council was not aware of the actions of the beautification project undertaken by the City. He also expressed his displeasure that Council was not involved, in order to get input from the public, in the

discussion of a fee being charged for roofing permits. He asked Council to keep in mind the increases in fees and what homeowners could afford.

Council Member Schramm commented on the value of educating the public on such issues as fire and police manpower to give them the opportunity to come to the Council on their feelings.

Mayor McCabe responded to Council's and the public's input with the following:

Staffing of drug investigation - a Heroin Addiction Task Force exist.

Take home vehicles - Public and Council had asked to reduce vehicles taken home.

Incident Report - 33 accidents alarming but need for consideration of police and fire departments services. Hard to compare public safety with private business numbers.

Changes to Policies - agreed but need to address first a strategic plan and an updated comprehensive plan in order to write policies to fit into those plans.

Residency - union contracts already established with non-Pekin boundaries needed to be taken into consideration.

Treatment Plant - toured last week with staff and was impressed with how well the operations are run.

Beautification - operation was from money from grants and volunteers. The project would make the City look better.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

- 10.1. Motion to: Motion was made by Council Member Ritchason and seconded, by Council Member Luft to adjourn. The meeting was adjourned by Mayor McCabe at 6:40 p.m.**



REQUEST FOR COUNCIL ACTION

Agenda Date: June 12, 2017
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Police Department Stats April 2017

ACTION REQUESTED: Receive and File Police Department Stats April 2017

DESCRIPTION: Police Department Stats April 2017

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



PEKIN PARKING ENFORCEMENT
END OF MONTH REPORT FOR APRIL 2017

	LAST YEAR	LAST MONTH	THIS MONTH
	APRIL 2016	MARCH 2017	APRIL 2017
TICKETS WRITTEN	221	78	28
CASH RECEIPTS	\$3655	\$3410	\$880
JURY PAYMENT	\$0	\$0	\$0
MCSI PAYMENT	\$22	\$0	\$299
 TOTAL	 \$3677	 \$3410	 \$1179

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR APRIL 2017**

	APRIL 2016	MARCH 2017	APRIL 2017
TRAFFIC TICKETS	555	495	620
WARNING TICKETS	293	264	215
OFFENSES	453	389	422
ARRESTS	225	260	260
PARKING TICKETS	218	78	28
STOPS	670	693	676

CITY ORDINANCE TICKETS FOR APRIL 2017

NUMBER OF TICKETS WRITTEN 121
 NUMBER OF TICKETS PAID OVER THE COUNTER 19
 FINES COLLECTED OVER THE COUNTER \$5,150



REQUEST FOR COUNCIL ACTION

Agenda Date: June 12, 2017
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 53-17/18

ACTION REQUESTED: Approve the Mayor's appointment of Mark A. Rothert as the Alternate to the PPUATS Policy Committee.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
Date:

City Manager:
Date:

<Insert Legislation Here>

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION No. 53-17/18

PEKIN, ILLINOIS, June 12, 2017

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of the following named person to represent the

Peoria/Pekin Urbanized Area Transportation Study – PPUATS is hereby approved.

MARK A. ROTHERT.....ALTERNATE PPUATS POLICY COMMITTEE



SIGNED BY _____

MAYOR.

Attachment: RES NO. 53 APPOINTMENT ROTHERT PPUATS (1130 : Resolution No. 53-17/18)



REQUEST FOR COUNCIL ACTION

Agenda Date: June 12, 2017
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Annual Prevailing Wage

ACTION REQUESTED: Adopt and Approve The Annual Prevailing Wage Resolution No. 52-17/18

DESCRIPTION: The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on Public Works construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed. The City of Pekin, by policy, during the month of June of each calendar year, investigates the rate of wages to be paid and post and keeps available its determination. The City of Pekin accepts the Illinois Department of Labor's ascertained list of classifications and rates for Tazewell County. This information is attached for 2016 to the Resolution. The State is mandated to post 2017 by July 15, 2017 which will remain posted in the lobby throughout the year when available. After acceptance by the Council the adopted resolution is certified and filed in the office of the Secretary in Springfield pursuant to the Act and 820 ILCS 130-9. For compliance a Legal Notice is then published in the *Pekin Times*, making the public aware that the information is available for inspection of interested parties. The City must also include provisions concerning the prevailing wage into each public works ordinance, bid, bid specifications, and contract. Modifications were made to last year's resolution by including a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved by the DOL for all construction contracts in excess of \$100,000.00.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Pay rates for Tazewell County paid to trade classifications listed on the IDOT schedule.

IMPACT IF DENIED: Potential compromise of funding sources for various public works projects.

ALTERNATIVES: Not to adopt a prevailing wage policy and the Department of Labor determines the prevailing wage for the public body.

RELATED TO EFFICIENCY STUDY:

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.

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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.
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REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):

Date:

City Manager:

Date:

<Insert Legislation Here>

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 52-17/18

A RESOLUTION OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS EMPLOYED AT PUBLIC WORKS OF THE CITY OF PEKIN

WHEREAS, the Prevailing Wage Law, Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes approved June 26, 1941, as amended, requires that each public body awarding any construction contract for public work or doing such work by day labor shall annually ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Pekin under authority of the Industrial Project Bond Act or Home Rule Ordinance, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party and a certified copy hereof must be promptly filed in the Office of the Secretary of State and Labor Department and be provided to others on request; and

WHEREAS, the City of Pekin believes that contractors awarded contracts for public work as defined by state statute and this Resolution shall, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, County of Tazewell, State of Illinois, that the prevailing wages as set forth in the document attached hereto and those rates set in July 2017 shall apply once published are incorporated herein by reference as the prevailing rates of hourly wages in the City of Pekin, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT FURTHER RESOLVED that the prevailing wages set forth in the document attached hereto and incorporated by reference shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind, but excluding projects resulting from Annexation Agreements, Intergovernmental Agreements, projects involving the City's Land Subdivision Code (including waivers/variations there from), activities that are exempt due to specific contract language, or certain projects the City Council finds inappropriate for application of Prevailing Wage Law; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution shall, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.00; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that the City Clerk shall publicly post or keep available for inspection by any interested party in the main office of this City this determination of prevailing rates of wages; and

BE IT RESOLVED that the City Clerk shall mail a copy of this determination to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this determination and that it is effective prevailing wage determination of this public body.

ADOPTED AND APPROVED THIS 12TH DAY OF JUNE, 2017.

John McCabe, Mayor

ATTEST:

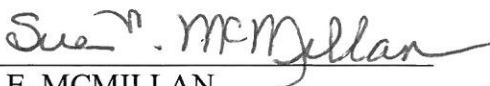
Sue E. McMillan, City Clerk

CERTIFICATE

I, SUE E. MCMILLAN, CITY CLERK IN AND FOR THE CITY OF PEKIN, IN THE COUNTIES OF TAZEWELL AND PEORIA, IN THE STATE OF ILLINOIS, AND KEEPER OF THE RECORDS AND FILES THEREOF, AS PROVIDED BY STATUTE, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, PERFECT AND COMPLETE COPY OF RESOLUTION NO. 52-17/18 PREVAILING WAGE, ADOPTED UNANIMOUSLY BY THE CITY COUNCIL OF THE CITY OF PEKIN AT ITS COUNCIL MEETING HELD ON JUNE 12, 2017

GIVEN UNDER MY HAND AND SEAL THIS 12th DAY OF June, 2017

(SEAL)


SUE E. MCMILLAN
CITY CLERK

Attachment: Annual Prevailing Wage (1122 : Annual Prevailing Wage)

LEGAL NOTICE

NOTICE OF
RESOLUTION NO. 52-17/18
PREVAILING WAGE RATES

TAKE NOTICE that the City Council of the City of Pekin, pursuant to “An Act regulating wages of laborers, mechanics and other workers employed in any public works by state, county, city or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941 as amended, has determined on, and as effective from June 25, 2012, that the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the City of Pekin is the same as determined by the Department of Labor of the State of Illinois for Tazewell County as of July 1, 2015. A copy of the full Resolution and the Department of Labor determination is available for inspection by any interested party in the Office of the City Clerk, 111 South Capitol Street, Pekin, Illinois 61554, and to any employer or association of employers and any person or association of employees who have filed, or file their names and addresses, requesting copies of the same.

BY: Sue E. McMillan, City Clerk
City of Pekin, County of Tazewell
111 South Capitol Street
Pekin, Illinois 61554

Attachment: Annual Prevailing Wage (1122 : Annual Prevailing Wage)



COUNCIL/MANAGER
GOVERNMENT

City of Pekin

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

111 S. CAPITOL STREET PEKIN, ILLINOIS 61554 (309) 478-5357 FAX (309) 346-2095
TRANSMITTAL SHEET

DATE: June 13, 2017

FROM: Sue E. McMillan
City Clerk

TO: Joseph Beyer
Acting Director

COMPANY: Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764

SUBJECT: Prevailing Wage Resolution

COMMENTS:

Enclosed: Certified Copy of Resolution No. 52-17/18 – Prevailing Wage adopted at the Pekin City Council Meeting of June 12, 2017 for your records. If this document is to go to any other IDOT address please inform the City of Pekin at smcmillan@ci.pekin.il.us

Attachment: Annual Prevailing Wage (1122 : Annual Prevailing Wage)

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

TAZEWELL COUNTY
PREVAILING WAGE
RATES EFFECTIVE
JUNE 5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	NW	BLD		26.86	28.36	1.5	1.5	2.0	7.70	17.47	0.00	0.80
ASBESTOS ABT-GEN	NW	HWY		29.96	31.46	1.5	1.5	2.0	7.70	17.47	0.00	0.80
ASBESTOS ABT-GEN	SE	BLD		32.29	34.04	1.5	1.5	2.0	8.75	15.90	0.00	0.80
ASBESTOS ABT-MEC	All	BLD		33.00	35.50	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		38.00	41.00	2.0	2.0	2.0	7.07	15.99	0.00	0.40
BRICK MASON	All	BLD		33.16	34.66	1.5	1.5	2.0	9.40	10.57	0.00	0.79
CARPENTER	All	BLD		31.71	33.96	1.5	1.5	2.0	8.20	16.21	0.00	0.52
CARPENTER	All	HWY		33.51	35.76	1.5	1.5	2.0	8.20	16.51	0.00	0.52
CEMENT MASON	All	BLD		29.62	31.37	1.5	1.5	2.0	8.00	16.15	0.00	0.50
CEMENT MASON	All	HWY		31.11	32.61	1.5	1.5	2.0	8.00	16.52	0.00	0.50
CERAMIC TILE FNSHER	All	BLD		30.86	30.86	1.5	1.5	2.0	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	All	All		42.47	48.52	1.5	1.5	2.0	6.52	11.89	0.00	0.42
ELECTRIC PWR GRNDMAN	All	All		29.14	48.52	1.5	1.5	2.0	6.12	8.16	0.00	0.29
ELECTRIC PWR LINEMAN	All	All		47.16	48.52	1.5	1.5	2.0	6.66	13.20	0.00	0.47
ELECTRIC PWR TRK DRV	All	All		30.55	32.55	1.5	1.5	2.0	6.17	8.56	0.00	0.31
ELECTRICIAN	All	All		35.21	37.71	1.5	1.5	2.0	7.10	11.70	0.00	0.80

ELECTRICIAN	All	BLD		34.82	37.32	1.5	1.5	2.0	6.10	11.43	0.00	0.40
ELECTRONIC SYS TECH	All	BLD		27.75	29.75	1.5	1.5	2.0	6.85	10.93	0.00	0.40
ELEVATOR												
CONSTRUCTOR	All	BLD		42.52	47.84	2.0	2.0	2.0	14.43	8.96	3.40	0.60
GLAZIER	All	BLD		34.12	36.12	1.5	1.5	1.5	10.25	7.70	0.00	1.25
HT/FROST INSULATOR	All	BLD		44.40	46.50	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	All	BLD		32.40	34.30	1.5	1.5	2.0	9.84	14.91	0.00	0.54
IRON WORKER	All	HWY		35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
LABORER	NW	BLD		25.86	27.36	1.5	1.5	2.0	7.70	17.47	0.00	0.80
LABORER	NW	HWY		29.21	30.71	1.5	1.5	2.0	7.70	19.07	0.00	0.80
LABORER	SE	BLD		27.56	29.81	1.5	1.5	2.0	8.75	14.00	0.00	0.80
LABORER	SE	HWY		31.29	32.79	1.5	1.5	2.0	8.75	15.90	0.00	0.80
LATHER	All	BLD		30.88	33.13	1.5	1.5	2.0	8.00	15.71	0.00	0.52
MACHINERY MOVER	All	HWY		35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	BLD		30.86		1.5	1.5	2.0	9.40	10.57	0.00	0.77
MARBLE MASON	All	BLD		32.61	33.86	1.5	1.5	2.0	9.40	10.57	0.00	0.78
MILLWRIGHT	All	BLD		31.56	33.81	1.5	1.5	2.0	8.20	16.72	0.00	0.52
MILLWRIGHT	All	HWY		33.59	35.33	1.5	1.5	2.0	8.20	16.95	0.00	0.52
OPERATING												
ENGINEER	All	BLD	1	38.62	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	All	BLD	2	35.84	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	All	BLD	3	31.27	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	All	HWY	1	38.62	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	All	HWY	2	35.84	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	All	HWY	3	31.27	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
PAINTER	All	All		34.60	36.60	1.5	1.5	1.5	10.30	8.20	0.00	1.35

Attachment: Annual Prevailing Wage (1122 : Annual Prevailing Wage)

PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIIVER	All	BLD		32.71	34.96	1.5	1.5	2.0	8.20	16.21	0.00	0.52
PILEDRIIVER	All	HWY		34.51	36.96	1.5	1.5	2.0	8.20	16.51	0.00	0.52
PIPEFITTER	All	BLD		38.50	42.74	1.5	1.5	2.0	7.00	12.03	0.00	1.06
PLASTERER	All	BLD		29.00	30.25	1.5	1.5	2.0	8.15	16.19	0.00	0.80
PLUMBER	All	BLD		35.17	38.34	1.5	1.5	2.0	7.00	14.21	0.00	0.95
ROOFER	All	BLD		31.00	32.55	1.5	1.5	2.0	8.95	8.30	0.00	0.25
SHEETMETAL WORKER	All	BLD		32.75	34.39	1.5	1.5	2.0	9.37	16.46	0.00	0.80
SIGN HANGER	All	HWY		35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
SPRINKLER FITTER	All	BLD		37.12	39.87	1.5	1.5	2.0	8.42	8.50	0.00	0.35
STEEL ERECTOR	All	HWY		36.44	38.44	1.5	1.5	2.0	9.84	14.91	0.00	0.54
STONE MASON	All	BLD		33.16	34.66	1.5	1.5	2.0	9.40	10.57	0.00	0.79
TERRAZZO FINISHER	All	BLD		30.86		1.5	1.5	2.0	9.40	10.57	0.00	0.77
TERRAZZO MASON	All	BLD		32.61	32.61	1.5	1.5	2.0	9.40	10.57	0.00	0.78
TILE MASON	All	BLD		32.61	33.86	1.5	1.5	2.0	9.40	10.57	0.00	0.78
TRUCK DRIVER	All	All	1	35.02	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	All	2	35.54	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	All	3	35.77	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	All	4	36.10	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	All	5	37.05	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	1	28.02	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	2	28.43	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	3	28.62	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	4	28.88	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	5	29.64	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TUCKPOINTER	All	BLD		33.16	34.66	1.5	1.5	2.0	9.40	10.57	0.00	0.79

Explanations

TAZEWELL COUNTY

Attachment: Annual Prevailing Wage (1122 : Annual Prevailing Wage)

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters

PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the

appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment

purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by

separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while

employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E -

Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant
 Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer
 Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile
 Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all
 types) Motor Patrol; Power Blades - Dumore - Elevating and similar
 types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type
 Backfiller; Drott Yumbo and similar types considered as Cranes;
 Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier;
 Helicopter; Tournapulls - all and similar types; Scoops (all sizes);
 Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form
 Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer,
 Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit
 Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt
 Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -
 Operator will clean; Formless Finishing Machine; Flaherty Spreader or
 similar types; Screed Man on Laydown Machine; Wheel Tractors
 (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments);
 F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneler; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Guries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil

Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive -

Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor
 Patrols & Power Blades - Dumore - Elevating & Similar Types;
 Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant
 Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop -
 Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers;
 Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls -
 all and similar types; Operation of Concrete and all Recycle
 Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats;
 Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver;
 Rock Crusher; Operation of Material Crusher, Screening Plants, and
 Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on
 spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types;
 Side Booms; Asphalt Heater & Planer Combination (used to plane
 streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments);
 CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and
 Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze
 Crete - Screw Type Pumps and Gypsum (operator will clean); Creter
 Crane; Operation of Concrete Pump Truck; Formless Finishing Machines;

Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil

Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum
 Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders
 (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader;
 Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on
 Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders;
 Cement Strippers; Cement Finishing Machines & CMI Texture & Reel
 Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled);
 Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted
 Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags;
 Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating
 Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill
 without Pump; Barber Greene or Similar Loaders; Track Type Tractor
 w/Power Unit attached (minimum); Fireman; Spray Machine on Paving;
 Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled
 Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor;
 Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional
 Boring Machine; Horizontal Directional Drill; Articulating End Dump
 Vehicles; Starting Engineer on Pipeline or Construction (6 -10

pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered);
 Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces)
 including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer,

operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



REQUEST FOR COUNCIL ACTION

Agenda Date: June 12, 2017
To: Council Members
From: Paula Gensel, Admin Asst.

AGENDA ITEM: 2017 LedgeStone Insurance Open

ACTION REQUESTED: Approve \$10,000 sponsorship to 2017 LedgeStone Insurance Open

DESCRIPTION: 2017 LedgeStone Insurance Open

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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.]

x	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

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



Secondary Document for Tournament

What we are asking for: In return for a \$10,000 sponsorship of the event, we will offer the City of Pekin a major sponsorship that is just below our presenting sponsor level. Our top two sponsors give \$30,000+ and \$80,000+ respectively. This will include branding at all of our courses and nationwide recognition through our live broadcasts, magazine coverage, print coverage, etc. We are in the process of working with two Pekin hotels to setup a room block and will direct competitors to other hotels in the area as well. Here is some more information about the event:

- 1) The LedgeStone Insurance Open is a worldwide disc golf event that takes place annually in August. The event attracts players from almost every state and six different countries. This is the 7th edition of the tournament. The tournament uses 9 courses in Central Illinois, with two of the showcase courses being in Pekin. This tournament is the largest and most lucrative disc golf event in the history of the sport. The event is sanctioned by the Professional Disc Golf Association, of which approximately 3000 tournaments are sanctioned every year. Professional players will play four rounds over four days of competition, while amateur players will play three rounds over three days of

competition. The Ledgestone Insurance Open is noted as one of the most prestigious events in the country.

- 2) This year's event will have the ability to host more than 1200 players, with more than 90% of those players traveling from more than 2 hours away. Our 2015 event had more than 1000 booked hotel room nights, while our 2016 event had nearly 1500 booked hotel room nights. We calculated these figures using a few different methods. We set up room blocks at a handful of local hotels, which provided us with firm numbers. We also kept track during our registration process and the sign-in process to calculate the rest of the figures. Last year our tournament had 1007 players, which generated approximately 400 bookings. The average stay last year was approximately 3.7 nights, as calculated by actual bookings from one of our hotels. Our research indicates a 40 to 45% book rate for attendees. These firm figures align with the rest of our hotels. We speculate that this number is where it is because some players share rooms and because some players stay with local contacts. Based on the amount of players we will be having for 2017 we expect over 1700 booked hotel room nights in the area.
- 3) Our tournament charity continues to be St Jude and this year we plan on giving at least \$20,000 to St Jude. We donated \$20,000 for our 2015 event and donated \$30,000 for the 2016 event. St Jude will also be doing a check presentation for the event.
- 4) This event will have many members of the media and will once again be broadcast live by Smashboxx TV. Last year's event has generated over 500,000 views on Youtube and we expect this year's event to be over 500,000.
- 5) Our 2015 event was lucky enough to be featured on ESPN, when Paige Pierce made a hole-in-one at Westwood Park. This play was the #1 play of the night on Sportscenter's Top Ten, which generated approximately 5,000,000 views on ESPN. We are increasing the amount of video coverage for our 2017 event with the hopes of getting on ESPN again. We plan on having 5 video production crews filming our event and 2 professional photographers.
- 6) We will also be hosting clinics for newer players to be hosted by Discraft. Discraft is our presenting sponsor and is the Worldwide Leader in Disc Sports. The clinics will feature the top female and male players in the world. Depending on the schedule of the schools we also plan on having a clinic within the schools.
- 7) The 2017 event will once again be part of the Disc Golf Pro Tour, which will bring a festival to each tournament part of the tour. This festival will be geared towards families and children and will offer games, face painting, inflatables, etc. The goal of the festival is to bring more people to the sport of disc golf by offering them something familiar to bring them to the course. The Pro Tour will also bring special promotion for the tournament and area as a whole. This festival will take place at Sunset Hills Golf Club and the Pro Tour will be filming in Pekin at Sunset Hills.
- 8) The PACVB estimated that the economic impact of the 2015 event was approximately \$975,000. Our 2016 event had a total economic impact of \$1,500,000. Between 30%

and 35% of our activities will take place in Pekin. Two of our nine courses are in Pekin, along with our player's party, a glo disc golf event, and more.

- 9) Our tournament has been featured in the national PDGA magazine multiple times. We have also been featured on ESPN and in other regional magazines. Our tournament has also been featured in two insurance magazines; one from Grinnell Mutual and the other from Erie Insurance. Our tournament is also regularly featured in local print.
- 10) Our tournament drew enough national recognition last year to be featured on a sports trading card.
- 11) Because of the success of this event, the PDGA has asked us to host the 2018 Pro Masters World Championships. This would be the most prestigious event to ever come to the area. We would use 5 local courses for this event, with the two in Pekin being two of our showcase courses. The continued support of the Ledgestone Insurance Open has helped us to achieve nationwide recognition as a disc golf destination. As of 3/10/17 we are still waiting to hear back about this.

2017 Ledgestone Insurance Open Sources and Uses

Sources

Ledgestone Insurance	\$30,000
Discraft	\$80,000
Player Entry Fees	\$180,000
City of Pekin	\$10,000
Plastic Addicts	\$2,000
Raffle Proceeds	\$11,000
Hole Sponsorships	\$6,000
Course Sponsorships	\$3,000
Live Broadcast Sponsorships	\$1,000
Fundraiser Tournaments	\$1,300
Village of Morton	\$10,000
PACVB	\$7,500
Disc Vendor Fees	\$4,000
Paragon Disc Golf	\$1,000
City of Eureka	\$6,500
Disc Sales	\$10,000
Other Sponsors?	\$5,000

Total Sources: \$368,300

Uses

Professional Payout	\$100,000
Amateur Payout	\$80,000
Disc Golf Pro Tour	\$3,250
Upgrades to Parks	\$4,000
Sunset Hills Course Payments	\$3,000
Player Goodie Bags	\$50,000
Upgrades to Wildlife Prairie Park	\$2,000
Advertising	\$3,000
Printing	\$2,000
Online Expenses	\$1,000
Graphics	\$1,000
Porta Potties	\$500
Players Party	\$13,000
Tents	\$2,000
Shirts	\$1,000
Trophies, Signs, Awards	\$10,000
PDGA Fees	\$6,000
St Jude	\$20,000
Clinics	\$1,000
Exhibition Match	\$2,000
Other Expenses	\$30,000
Postage/Shipping	\$8,000
Course Expenses	\$8,000
Water and Ice	\$1,000
Other Video Expenses	\$2,500
Photography	\$500
GPS Mapping	\$500
VIP Cookout	\$1,000
Staff Payments	\$10,000
Festival Expenses	\$1,000

Total Uses \$367,250

Attachment: 2017 Ledgestone Insurance Open (1126 : 2017 Ledgestone Insurance Open)



REQUEST FOR COUNCIL ACTION

Agenda Date: June 12, 2017
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Site Lease Agreement Cell Tower

ACTION REQUESTED: To approve the First Amendment To Site Lease Agreement with GTP Acquisition Partners II, LLC. for cell tower No. 371069 located at the East Side Fire Station.

DESCRIPTION: this is an existing lease of a tower located at the East Side Fire station. The current lease is scheduled to expire November 30, 2019. This new lease will replace the existing lease. The terms are for 4 additional five year renewals. In consideration of signing the renewal agreement a one-time payment of \$50,000 will be made to the City within thirty days of the executed agreement. Commencing December 1, 2017 the monthly rent payment will be increased to \$1,620.65 and will increase by 4% each year. The City will also receive additional payments for any other carrier that rents space on the tower at the rate of 25% for first additional carrier and 33% and 50% respectfully for any additional rentals.

FINANCIAL IMPACT: Immediate \$50,000 plus monthly payments of \$1,620.65 that will increase 4% yearly.

NEIGHBORHOOD CONCERNS: This is an existing tower that has been in the neighborhood for many years.

IMPACT IF APPROVED: Additional revenue.

IMPACT IF DENIED: Decrease in revenue.

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

THE FIRST AMENDMENT TO SITE LEASE AGREEMENT

This First Amendment to Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Pekin IL ("Landlord")** and **GTP Acquisition Partners II, LLC, a Delaware limited liability company ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated September 13, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before June 30, 2017; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on December 1, 1999 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on November 30, 2019. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and

return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing on December 1, 2017, the rent payable from Tenant to Landlord under the Lease is hereby increased to **One Thousand Six Hundred Twenty and 65/100 Dollars (\$1,620.65)** per month (the "**Rent**"). Commencing on December 1, 2018 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **four percent (4%)** of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Pekin IL**.
4. **Revenue Share.** The Parties hereby agree that section 3(b) of the Lease remains in full force and effect.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owned to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.

Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: City of Pekin IL, 111 S. Capitol Street, Pekin, IL 62554; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
12. **Taxes.** The Parties hereby agree that Section 10 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on

the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Pekin IL

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

TENANT:

GTP Acquisition Partners II, LLC
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Tazewell, State of Illinois.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF LOT 18 IN PEKIN HEIGHTS, ILLINOIS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE NORTH 37 DEGREES 02 MINUTES 30 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 18, A DISTANCE OF 31.05 FEET; THENCE SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, A DISTANCE OF 21.60 FEET, TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 37 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 37 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 33.00 FEET; THENCE NORTH 52 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 16.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT A (Continued)**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 15, AS THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 52 DEGREES 57 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOTS 15 THROUGH 18, A DISTANCE OF 194.40 FEET, TO A POINT THAT IS 25.60 FEET SOUTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE NORTH 37 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 31.05 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF THE LEASE PARCEL DESCRIBED ABOVE; THENCE SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LEASE PARCEL, A DISTANCE OF 12.00 FEET, TO THE SOUTHEASTERLY CORNER OF SAID LEASE PARCEL; THENCE SOUTH 37 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 19.05 FEET; THENCE SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, PARALLEL TO AND 12.00 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID LOTS 15 THROUGH 18, A DISTANCE OF 182.40 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 15; THENCE SOUTH 37 DEGREES 02 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 15, A DISTANCE OF 12.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

Prepared by and Return to:

American Tower
 10 Presidential Way
 Woburn, MA 01801

Attn: Land Management/Carmen A. Picillo, Esq.

ATC Site No: 371069

ATC Site Name: Pekin Heights

Assessor's Parcel No(s):

State of Illinois

County of Tazewell

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201__ by and between **City of Pekin IL ("Landlord")** and **GTP Acquisition Partners II, LLC, a Delaware limited liability company ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated September 13, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2039. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: City of Pekin IL, 111 S. Capitol Street, Pekin, IL 62554; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Pekin IL

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public
 Print Name: _____
 My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

TENANT**WITNESS**

GTP Acquisition Partners II, LLC
a Delaware limited liability company

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____

 Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
 the undersigned Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public
 Print Name: _____
 My commission expires: _____

[SEAL]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

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The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Tazewell, State of Illinois.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF LOT 18 IN PEKIN HEIGHTS, ILLINOIS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE NORTH 37 DEGREES 02 MINUTES 30 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 18, A DISTANCE OF 31.05 FEET; THENCE SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, A DISTANCE OF 21.60 FEET, TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 37 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 37 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 33.00 FEET; THENCE NORTH 52 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 16.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT A (Continued)**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 15, AS THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 52 DEGREES 57 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOTS 15 THROUGH 18, A DISTANCE OF 194.40 FEET, TO A POINT THAT IS 25.60 FEET SOUTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE NORTH 37 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 31.05 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF THE LEASE PARCEL DESCRIBED ABOVE; THENCE SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LEASE PARCEL, A DISTANCE OF 12.00 FEET, TO THE SOUTHEASTERLY CORNER OF SAID LEASE PARCEL; THENCE SOUTH 37 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 19.05 FEET; THENCE SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, PARALLEL TO AND 12.00 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID LOTS 15 THROUGH 18, A DISTANCE OF 182.40 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 15; THENCE SOUTH 37 DEGREES 02 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 15, A DISTANCE OF 12.00 FEET, TO THE POINT OF BEGINNING.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
 Attn: Land Management/Carmen A. Picillo, Esq.
 10 Presidential Way
 Woburn, MA 01801
 Assessor's Parcel No(s):

RESOLUTION AND CONSENT AFFIDAVIT**City of Pekin IL**

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to GTP Acquisition Partners II, LLC, a Delaware limited liability company (the "**Tenant**") pursuant to that certain Site Lease Agreement dated September 13, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located,

and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
 (Address) _____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1**2 WITNESSES**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2**2 WITNESSES**

Signature: _____
 Print Name: _____
 Date: _____

Signature: _____
 Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3**2 WITNESSES**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____
 Print Name: _____
 Date: _____

Signature: _____
 Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____
 the undersigned Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5**2 WITNESSES**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____
 the undersigned Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Attachment: CELL TOWER 11-11-07-103-022 371069 (1124 : Site Lease Agreement Cell Tower)



REQUEST FOR COUNCIL ACTION

Agenda Date: June 12, 2017
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Site Lease Agreement Cell Tower

ACTION REQUESTED: To approve the First Amendment To Site Lease Agreement with GTP Acquisition Partners II, LLC. for a cell tower No. 371068 located at the ~~Wastewater Treatment Plant~~ **2nd and Elizabeth St.**

DESCRIPTION: This is an existing lease of a tower located at the ~~Wastewater Treatment Plant~~ **2nd and Elizabeth Street**. The current lease is scheduled to expire November 30, 2019. This new lease will replace the existing lease. The terms are for 5 additional five year renewals. In consideration of signing the renewal agreement a one-time payment of \$60,000 will be made to the City within thirty days of the executed agreement. Commencing December 1, 2017 the monthly rent payment will be increased to \$1,620.65 and will increase by 4% each year. The City will also receive additional payments for any other carrier that rents space on the tower at the rate of 25% for the first additional carrier and 33% and 50% respectfully for any additional rentals.

FINANCIAL IMPACT: Immediate \$60,000 plus monthly payments of \$1,620.65 that will increase 4% yearly.

NEIGHBORHOOD CONCERNS: This is an existing tower that has been in the neighborhood for many years.

IMPACT IF APPROVED: Additional revenue.

IMPACT IF DENIED: Decrease in revenue.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

Finance Department (Certification of Availability of Funds):
 Date:

City Manager:
 Date:

THE FIRST AMENDMENT TO SITE LEASE AGREEMENT

This First Amendment to Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Pekin IL ("Landlord")** and **GTP Acquisition Partners II, LLC, a Delaware limited liability company ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated September 13, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Sixty Thousand and 00/100 Dollars (\$60,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before June 30, 2017; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on December 1, 1999 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on November 30, 2019. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of five (5) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and

return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing on December 1, 2017, the rent payable from Tenant to Landlord under the Lease is hereby increased to **One Thousand Six Hundred Twenty and 65/100 Dollars (\$1,620.65)** per month (the "**Rent**"). Commencing on December 1, 2018 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **four percent (4%)** of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Pekin IL**.
4. **Revenue Share.** The Parties hereby agree that section 3(b) of the Lease remains in full force and effect.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.

Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: City of Pekin IL, 111 S. Capitol Street, Pekin, IL 61554; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
12. **Taxes.** The Parties hereby agree that Section 10 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on

the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Pekin IL

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: CELL TOWER 04-10-03-100-002 371068 (1123 : Site Lease Agreement Cell Tower)

TENANT:

GTP Acquisition Partners II, LLC
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachment: CELL TOWER 04-10-03-100-002 371068 (1123 : Site Lease Agreement Cell Tower)

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

***Being situated in the County of Tazewell, State of Illinois, and being known as
Tazewell County APN: 04-04-34-436-010.***

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A part of Lots 14, 15, and 16, all in Block 6 in the Original Town, now City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Beginning at a point on the northerly line of said Lot 16 that is 10.00 westerly of the Northeast corner of said Lot 16; thence South 62 degrees 34 minutes 18 seconds East along the northerly line of said Lots 16, 15 and 14, a distance of 65.00 feet; thence South 26 degrees 55 minutes 22 seconds West, 65.00 feet; thence North 62 degrees 34 minutes 18 seconds West, 65.00 feet to a point on the westerly line of the easterly 10 feet of said Lot 16; thence North 26 degrees 55 minutes 22 seconds East, 65.00 feet along the westerly line of the easterly 10 feet of said Lot 16 to the point of beginning, containing 4225 square feet, more or less.

EXHIBIT A (Continued)**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A Part of Lot 14 in Block 6 in the Original Town, now City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Commencing at a point on the northerly line of said Lot 16 that is 10.00 westerly of the Northeast corner of said Lot 16; thence South 62 degrees 34 minutes 18 seconds East along the northerly line of said Lots 16, 15 and 14, a distance of 65.00 feet; thence South 26 degrees 55 minutes 22 seconds West, 41.00 feet to the point of beginning; thence South 62 degrees 43 minutes 38 seconds East, 30.00 feet; thence South 26 degrees 55 minutes 22 seconds West, 56.29 feet, more or less to a point on the northerly right of way line of Elizabeth Street; thence North 62 degrees 13 minutes 40 seconds West, 30.00 feet along the northerly right of way line of Elizabeth Street; thence North 26 degrees 55 minutes 22 East, 56.03 feet to the point of beginning, containing 1685 square feet, more or less.

A 10.00 foot wide utility easement located in a part of the vacated alley in Block 6 of the Original Town, now City of Pekin, Tazewell County, Illinois, lying 5.00 feet on each side of a centerline described as follows:

Beginning at a point on the northerly line of Lot 16 in said Block 6, that is 10.00 westerly of the Northeast corner of said Lot 16; thence South 62 degrees 34 minutes 18 seconds East along the north line of said Lot 16, a distance of 3.21 feet; thence North 27 degrees 25 minutes 42 seconds East, 5.00 feet to the point of beginning; thence South 62 degrees 34 minutes 18 seconds East, 35.00 feet.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Attachment: CELL TOWER 04-10-03-100-002 371068 (1123 : Site Lease Agreement Cell Tower)

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Carmen A. Picillo, Esq.

ATC Site No: 371068

ATC Site Name: Pekin

Assessor's Parcel No(s): 04-04-34-436-010

State of Illinois

County of Tazewell

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **City of Pekin IL ("Landlord")** and **GTP Acquisition Partners II, LLC, a Delaware limited liability company ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated September 13, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2039. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

Site No: 371068
Site Name: Pekin

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: City of Pekin IL, 111 S. Capitol Street, Pekin, IL 61554; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Attachment: CELL TOWER 04-10-03-100-002 371068 (1123 : Site Lease Agreement Cell Tower)

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Pekin IL

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public
 Print Name: _____
 My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT**WITNESS**

GTP Acquisition Partners II, LLC
a Delaware limited liability company

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____

 Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
 the undersigned Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public
 Print Name: _____
 My commission expires: _____

[SEAL]

Attachment: CELL TOWER 04-10-03-100-002 371068 (1123 : Site Lease Agreement Cell Tower)

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

***Being situated in the County of Tazewell, State of Illinois, and being known as
Tazewell County APN: 04-04-34-436-010.***

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A part of Lots 14, 15, and 16, all in Block 6 in the Original Town, now City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Beginning at a point on the northerly line of said Lot 16 that is 10.00 westerly of the Northeast corner of said Lot 16; thence South 62 degrees 34 minutes 18 seconds East along the northerly line of said Lots 16, 15 and 14, a distance of 65.00 feet; thence South 26 degrees 55 minutes 22 seconds West, 65.00 feet; thence North 62 degrees 34 minutes 18 seconds West, 65.00 feet to a point on the westerly line of the easterly 10 feet of said Lot 16; thence North 26 degrees 55 minutes 22 seconds East, 65.00 feet along the westerly line of the easterly 10 feet of said Lot 16 to the point of beginning, containing 4225 square feet, more or less.

EXHIBIT A (Continued)**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A Part of Lot 14 in Block 6 in the Original Town, now City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Commencing at a point on the northerly line of said Lot 16 that is 10.00 westerly of the Northeast corner of said Lot 16; thence South 62 degrees 34 minutes 18 seconds East along the northerly line of said Lots 16, 15 and 14, a distance of 65.00 feet; thence South 26 degrees 55 minutes 22 seconds West, 41.00 feet to the point of beginning; thence South 62 degrees 43 minutes 38 seconds East, 30.00 feet; thence South 26 degrees 55 minutes 22 seconds West, 56.29 feet, more or less to a point on the northerly right of way line of Elizabeth Street; thence North 62 degrees 13 minutes 40 seconds West, 30.00 feet along the northerly right of way line of Elizabeth Street; thence North 26 degrees 55 minutes 22 East, 56.03 feet to the point of beginning, containing 1685 square feet, more or less.

A 10.00 foot wide utility easement located in a part of the vacated alley in Block 6 of the Original Town, now City of Pekin, Tazewell County, Illinois, lying 5.00 feet on each side of a centerline described as follows:

Beginning at a point on the northerly line of Lot 16 in said Block 6, that is 10.00 westerly of the Northeast corner of said Lot 16; thence South 62 degrees 34 minutes 18 seconds East along the north line of said Lot 16, a distance of 3.21 feet; thence North 27 degrees 25 minutes 42 seconds East, 5.00 feet to the point of beginning; thence South 62 degrees 34 minutes 18 seconds East, 35.00 feet.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Attachment: CELL TOWER 04-10-03-100-002 371068 (1123 : Site Lease Agreement Cell Tower)

Prepared by and Return to:

American Tower
 Attn: Land Management/Carmen A. Picillo, Esq.
 10 Presidential Way
 Woburn, MA 01801
 Assessor's Parcel No(s): 04-04-34-436-010

RESOLUTION AND CONSENT AFFIDAVIT

City of Pekin IL

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to GTP Acquisition Partners II, LLC, a Delaware limited liability company (the "**Tenant**") pursuant to that certain Site Lease Agreement dated September 13, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located,

Site No: 371068
 Site Name: Pekin

and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
 (Address) _____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1**2 WITNESSES**

Signature: _____
 Print Name: _____
 Date: _____

Signature: _____
 Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____ %

Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____
 the undersigned Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public
 Print Name: _____
 My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2**2 WITNESSES**

Signature: _____
 Print Name: _____
 Date: _____

Signature: _____
 Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____
 the undersigned Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____
 Print Name: _____
 Date: _____

Signature: _____
 Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____
 the undersigned Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____
 Print Name: _____
 Date: _____

Signature: _____
 Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____
 the undersigned Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Attachment: CELL TOWER 04-10-03-100-002 371068 (1123 : Site Lease Agreement Cell Tower)

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____
 Print Name: _____
 Date: _____

Signature: _____
 Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Attachment: CELL TOWER 04-10-03-100-002 371068 (1123 : Site Lease Agreement Cell Tower)

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____
 Print Name: _____
 Date: _____

Signature: _____
 Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____
 the undersigned Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public
 Print Name: _____
 My commission expires: _____

[SEAL]



REQUEST FOR COUNCIL ACTION

Agenda Date: June 12, 2017
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Change to No Parking Ordinance

ACTION REQUESTED: The Traffic Safety Committee is making a recommendation to City Council for consideration of removing the No Parking Restriction currently in place on S. 13th Street from Center Street to Martha Street.

DESCRIPTION: Remove No Parking Restriction currently in place on S. 13th St. from Center St. to Martha St.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS: No parking in this location

IMPACT IF APPROVED: Allow parking on S. 13th Street from Center St. to Martha St.

IMPACT IF DENIED: Restrict parking in this location

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

<Insert Ordinance Legislation>

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of
_____, 20_____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 1462-A351-17/18

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTIONS 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE**

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

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

WHEREAS, the Traffic Safety Committee discussed at the May 5, 2017 Traffic Safety Committee meeting a request from citizens regarding no parking on 13th Street and further decided at the Traffic Safety meeting on June 2, 2017 to eliminate the no parking signs in the concerned area; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider removing from the No Parking Schedule no parking on 13th Street Park Avenue to Martha Street and Center Street to Court Street.

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated November 28, 2016 in its entirety, and inserting the No Parking Schedule dated June 12, 2017 attached hereto and incorporated herein by this reference.

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

BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict

Attachment: NO PARKING 13TH STREET SCHEDULE 6-12-17 [Revision 1] (1127 : Change to No Parking Ordinance)

herewith are hereby repealed.

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2017; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

Time	Duration	Days	On Street	At or From	To	Direction of Traff	Side	Date of Adoption
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
Total	Always	All days	Ann Eliza Street	South 11th Street	South 12th Street	East-West	Both	
Total	Always	All days	Avon Street	50' south of corner	Charles Street	South	West	02-28-11
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	6:00am-6:00pm	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
2 hours	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	09-12-05 permit
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Charles Street	50' from corner	Avon Street	East	South	02-28-11
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
2 hours	8am-4pm	School	Court Street (Frontage	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	Cynthia Street	Broadway	South 2nd Street	West	Both	
15 min	Always	All days	Derby Street	Allen / RR Tracks	Circle Dr Salvation Ar	West	North	05-29-12
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
Total	Always	All days	Derby Street	Circle Dr Salvation Ar	South Second	West	North	05-29-12
Total	Always	All days	Distillery Road	Front Street	115' South of Front	West	North	08-23-10
2 hours	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
Total	8:00am-5:00pm	Mon-Fri	Elizabeth Street	120 Elizabeth Street	50'	East	South	11-26-12
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
Total	Always	All days	Florence Street	1201 entrance	30' north and 30' sout	South	West	09-24-12
2 hours	Always	All days	Haines Avenue	St Joseph Place	Hillyer Street	North/South	Both	08-25-14 permit

Time	Duration	Days	On Street	At or From	To	Direction of Traff	Side	Date of Adoption
2 hours	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	
Total	8-9am & 2-4pm	School	Haines Avenue	St. Joseph Place	30ft SW Corner	South	West	03-25-13
Total	Always	All days	Hanna Drive	South 2nd Street	South 5th Street	East-West	Both	01-15-10 edit
Total	Always	All days	Hecker Court	Winter Street	East/West Alley	North	East	09-2-10
Total	8:15am-8:45am	School	Highwood Avenue	341' South of Melanie	456' North of Powers	North	East	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
2 hours	Always	All days	Hillyer Street	South 6th Street	South 7th Street	East/West	Both	08-25-14 permit
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
Total	Always	All days	Koch Street	Southmoor Street	30' east/west entranc	East	South	10-15-13
Total	Always	All days	Koch Street	South 2nd Street	Railroad Tracks	East	South	10-15-13
Total	Always	All days	Koch Street	South Fourth Street	30' east/west entranc	East	South	10-15-13
Total	Always	All days	Koch Street	Railroad Tracks	South 5th Street	West	North	10-15-13
Total	Always	All days	Koch Street	South 5th Street	South 14th Street	East	South	10-15-13
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	Always	All days	Market Street	North 19th Street	East dead end of stre	East-West	Both	
Total	8:15am-8:45am,	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	Always	All days	McLean Street	151' West of 8th Stree	225' West of 8th Stre	West	North	
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg	East	South	
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	Meyers Court	South 12th Street	West end	East-West	Both	
2 hours	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 18th Street	James Road	50' South of James R	South	West	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	

Time	Duration	Days	On Street	At or From	To	Direction of Traff	Side	Date of Adoption
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	
Total	Always	All days	North 3rd Street	Court Street	Sommerset Street	North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West	
Total	Always	All day	North 6th Street	Court Street	100' North	North	East	
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East	
30 min	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East	
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West	
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both	
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both	
2 hours	9am-5pm	Mon-Sat	North Capitol Street	Court Street	Caroline Street	North-South	Both	
2 hours	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both	
Total	Always	All days	Olt Avenue	Court Street	Valle Vista Boulevard	North-South	East	04-27-15
Total	Always	All days	Olt Avenue	170ft N Griffin Drive	Valle Vista Boulevard	North-South	West	04-27-15
Total	Always	All days	Olt Avenue	Court Street	90ft N Griffin	North-South	West	04-27-15
Total	Always	All Days	Orchard Street	Broadway Road	Northern dead end	North	East	09-22-08
15 min	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North	
2 hours	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South	
2 Hours	Always	All days	Park Avenue	South 14th Street	Court Street	West	North	
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South	
Total	Always	All days	Park Avenue	South 13th Street	North 14th Street	East	South	09-22-08
Total	Always	All days	Parkway Drive	368' South of Sherida	427' South of Sherida	North	East	
Total	Always	All days	Parkway Drive	Court Street	Northern City Limit	North-South	Both	
Total	Always	All days	Peoria Street	Derby Street	Koch Street	North/South	East	03-24-14
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North	
Total	Always	All days	Pine Street/Maple Park	walk @ apt Pine Stree	drive @ apt Maple Par	East/North	South//	08-24-09
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both	
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South	
Total	Always	All days	Prince Street	South 12th Street	South 14th Street	East-West	Both	
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both	
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North	
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traff	Side	Date of Adoption
Total	Always	All days	RWB Frontage Rd	Enterprise Drive	North End	North-South	Both	
hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	South	04-07-10 *
Total	8am-5pm	Mon-Fri	Sabella Street	South 3rd Street	South 2nd Street	West	North	04-26-10
Total	Always	All days	Sheridan Road	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Sheridan Road	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Sheridan Road	600' east of Redwood	Lick Creek Bridge	East-West	Both	
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All days	South 10th Street	Park Avenue	Winter Street	North	East	09-26-16
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 14th Street	Broadway Road	Alley South	South	Both	
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McL	North	East	
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Str	South	West	
15 mins	Always	All days	South 5th Street	Derby Street	130' south of Derby	South	West	08-27-12
Total	Always	All days	South 5th Street	130' south of Derby	Koch Street	South	West	08-27-12
15 minu	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traff	Side	Date of Adoption
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Str	North	East	
Total	Always	All days	South 7th Street	95' South of Park Ave	180' South	South	West	12-14-09
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Broadway	Court Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Court Street	Sabella Street	South	Both	
Total	7am-4pm	Mon-Fri	South Capitol Street	Park Avenue	140' south of Prince	North	East	11-28-16 eff Jan 1
Total	7am-4pm	Mon-Fri	South Capitol Street	Prince Street	South 80'	North	West	11-28-16 eff Jan 1
Total	Always	All days	South Capitol Street	Washington Street	from stop signs 90' S	North	Both	
Total	Always	All days	South Capitol Street	Washington Street	Broadway	North	West	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
2 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
Total	8-9am & 2-4pm	School	St. Joseph Place	Haines Avenue	30ft SW Corner	East	South	03-25-13
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	Starcevic Court	South 6th Street		West	North	05-26-15
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
2 hours	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vi	West	North	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
Total	Always	All days	Willow Street	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Willow Street	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traff	Side
2 Hours	Always	All days	Park Avenue	South 14th Street	Court Street	West	North
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South
Total	Always	All days	Park Avenue	South 13th Street	North 14th Street	East	South
Total	Always	All days	Parkway Drive	368' South of Sherida	427' South of Sherida	North	East
Total	Always	All days	Parkway Drive	Court Street	Northern City Limit	North-South	Both
Total	Always	All days	Peoria Street	Derby Street	Koch Street	North/South	East
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North
Total	Always	All days	Pine Street/Maple Park	walk @ apt Pine Street	drive @ apt Maple Par	East/North	South/
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South
Total	Always	All days	Prince Street	South 12th Street	South 14th Street	East-West	Both
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both
Total	Always	All days	RWB Frontage Rd	Enterprise Drive	North End	North-South	Both
hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	South
Total	8am-5pm	Mon-Fri	Sabella Street	South 3rd Street	South 2nd Street	West	North
Total	Always	All days	Sheridan Road	Parkway Drive	200' East	East-West	Both
Total	Always	All days	Sheridan Road	North 14th Street	200' East	East-West	Both
Total	Always	All days	Sheridan Road	600' east of Redwoo	Lick Creek Bridge	East-West	Both
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East
Total	Always	All days	South 10th Street	Park Avenue	Winter Street	North	East
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both

before



REQUEST FOR COUNCIL ACTION

Agenda Date: June 12, 2017
To: Council Members
From: Katy Shackelford, City Planner

AGENDA ITEM: Request to Finance ASA Overnight Visitors Grants

ACTION REQUESTED: \$12,021 for the Approval of 3 Overnight Visitors Grant for the Amature Softball Association of Illinois

DESCRIPTION: The Tourism Committee approved 3 separate Overnight Visitors Grants in the amount of \$3846.67, \$4,344.67, and \$3,830.00 totaling \$12,021 to the Amateur Softball Association of Illinois pursuant to the grant award guidelines for tournaments that took place in January and February 2017. The three separate tournaments brought a total of over 3750 out of town residents and occupied 660 Pekin area hotel rooms. Grants exceeding \$1,500 in award are subject to final approval by Council.

FINANCIAL IMPACT: \$12,021 from the available

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: The Amateur Softball Association of Illinois will be assisted in hosting tournaments that draw thousands of visitors to the community and result in hundreds of hotel stays.

IMPACT IF DENIED: Potential loss of tournaments to other locations where financial support is provided

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY: NA

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

Finance Department (Certification of Availability of Funds):
 Date:

City Manager:
 Date:

<Insert Legislation Here>

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



Overnight Visitors Grant

PURPOSE/FUNCTION: The purpose of this grant support by Hotel/Motel tax dollars is to promote the growth of tourism, sports, events and convention related business within or near the City of Pekin that generates overnight hotel stays.

Enjoy Pekin's Grant (for tourism activity generating overnight visitors)

Name of Organization: Amateur Softball Association of Illinois

Title of Event: ***January Shootout***

Contact Person: Bob Adams

Email: Meltonelec@yahoo.com

Address: P.O. Box 4168

City, State, Zip: Peoria, IL 61607

Phone: (309) 657-4065

Date of Event: January 20-22, 2017

Summary of Event: Hall of fame ASA qualifier- teams played softball at The Avanti's Dome from

1. Number of adult attendees that were not residents: 1150
2. How did you document this to arrive at the above total: Hotel rooms indicated on attached sheets, Rosters of each team-average 12 players per team
3. Number of Pekin Hotel rooms used by event participants? 156
4. Budget: n/a
5. Eligible Expenses: \$11,540.00

Hotel	Number of Rooms	Number of Nights	Signature Hotel Rep.
Concorde Inn & Suites-Now Motel 6	18	2	
Holiday Inn Express	10	2	
Mineral Springs Motel			
Super 8 Motel	20	2	
Econolodge	30	2	
Other-	Radisson Morton 20 Quality Inn Morton 10	2	
Total:	108	108 rooms x2	



INCOME

Name/Item	Total	Cost-Formula
Entry Fees	\$6,000.00	15@400.00
	\$3,750.00	10@350.00
Total	\$9,750.00	

EXPENSES-ELIGIBLE FOR REIMBURSEMENT

Attach invoice for eligible expenses

Name/Item	Total	Cost-Formula
Umpires	\$ 3,290.00	47 games @\$70.00
Awards	\$	
Umpire In Chief	\$ 350.00	
Tournament Director	\$ 750.00	
Location Rental	\$ 6,000.00	3 days @ \$2,000.00

OTHER EXPENSES SUBMITTED FOR CONSIDERATION OR REIMBURSEMENT

Name/Item	\$	Cost-Formula
ASA Insurance and Registration	\$600.00	
ASA Points Fee 12 per team X	\$300.00	25@12.00
Softballs 5 dz @ \$50 per dozen	\$250.00	

Total Income: \$9,750.00 Total Expenses: \$11,540.00

OFFICE USE ONLY:

Prior to this request, approved grants for fiscal year-to-date: 1,500.00

Income: \$ 9750.00 Expenses: \$ 11540.00 Divided by 3 = (eligible grant) \$ 3,846.67

Attachment: ASA Grant Applications (1128 : Request to Finance ASA Overnight Visitors Grants)



Enjoy Pekin Grant (for Overnight Visitor's Grant events hosted by non-profits only)

Follow-up Report: Due after the event.

Event: <i>January Shootout</i> Girls Softball Tournament
Event Host: Illinois ASA/USA
Date: January 20-22, 2017
Summary of Event: ASA/USA Softball Tournament
Goal of Event: To bring visitors and revenue to Pekin. Contact area businesses to ask about economic impact.
Profits to be used for: Offsetting costs to allow more girls an opportunity to play softball and earn college scholarships.
Location: Avanti's Dome 3401 Griffin Ave. Pekin, IL 61554
Number of Attendees:
Out of Town Attendees:
Local Vendors Used: Avanti's Ristorante', Avanti's Dome
Hotel/Motel Stays:

JANUARY SHOOTOUT -
JANUARY 20-22-2017

Income :

15 TEAMS @ 400.00	\$	6,000.00
10 TEAMS @ 375.00		3,750.00
	\$	<u>9,750.00</u>

+GATE

+CONCESSION

EXPENSE :

umpires - 47 Games @ 70.00	-	\$ 3,290.00
U.I.C. -	-	350.00
Onsite Director	-	750.00
ASA-Ins & Registration	-	600.00
ASA Points 25 @ 12.00	-	300.00
SOFTBALLS 5 doz. @ 50.00	-	250.00

TOTAL Expense - \$5540.00

Income	\$	9750.00
- Expense		<u>5540.00</u>
	\$	<u>4,210.00</u>

Amounts Due -

Gate & Concess	8,463
Bobs CK	<u>4210</u>
Total	12,673.00

Attachment: ASA Grant Applications (1128 : Request to Finance ASA Overnight Visitors Grants)



Overnight Visitors Grant

PURPOSE/FUNCTION: The purpose of this grant support by Hotel/Motel tax dollars is to promote the growth of tourism, sports, events and convention related business within or near the City of Pekin that generates overnight hotel stays.

Enjoy Pekin's Grant (for tourism activity generating overnight visitors)

Name of Organization: Amateur Softball Association of Illinois

Title of Event: ***January Classic***

Contact Person: Bob Adams

Email: Meltonelec@yahoo.com

Address: P.O. Box 4168

City, State, Zip: Peoria, IL 61607

Phone: (309) 657-4065

Date of Event: January 27-29, 2017

Summary of Event: Hall of fame ASA qualifier- teams played softball at The Avanti's Dome from

1. Number of adult attendees that were not residents: 1400
2. How did you document this to arrive at the above total: Hotel rooms indicated on attached sheets, Rosters of each team-average 12 players per team
3. Number of Pekin Hotel rooms used by event participants? 278
4. Budget: n/a
5. Eligible Expenses: \$13,034.00

Hotel	Number of Rooms	Number of Nights	Signature Hotel Rep.
Concorde Inn & Suites-Motel 6	14-8-12	34x2 = 68	
Holiday Inn Express	12-12-2-9	35x2 = 70	
Mineral Springs Motel			
Super 8 Motel	12-8-12	32x2 = 64	
Econolodge	12-14-12	38x2 = 76	
Other			
Total:	139	2 (139x2=278)	



INCOME

Name/Item	Total	Cost-Formula
Entry Fees	\$8,000.00	20@400.00
	\$1,400.00	4@350.00
	\$1,125.00	3@375.00
	\$600.00	<u>3@200.00</u>
Total	\$11,125.00	

EXPENSES-ELIGIBLE FOR REIMBURSEMENT

* Attach invoice for eligible expenses*

Name/Item	Total	Cost-Formula
Umpires	\$ 4,340.00	62 games @\$70.00
Awards	\$	
Umpire In Chief	\$ 350.00	
Tournament Director	\$ 960.00	
Location Rental	\$ 6,000.00	3 days @ \$2,000.00

OTHER EXPENSES SUBMITTED FOR CONSIDERATION OR REIMBURSEMENT

Name/Item	\$	Cost-Formula
ASA Insurance and Registration	\$700.00	
ASA Points Fee 12 per team X	\$384.00	32@12.00
Softballs 6 dz @ \$50 per dozen	300.00	

Total Income: \$11,125.00

Total Expenses: \$13,034.00

OFFICE USE ONLY:

Prior to this request, approved grants for fiscal year-to-date: 1,500.00

Income: \$ 11,125.00 Expenses: \$ 13,034.00 Divided by 3 = (eligible grant) \$ 4,344.67

Attachment: ASA Grant Applications (1128 : Request to Finance ASA Overnight Visitors Grants)



Enjoy Pekin Grant (for Overnight Visitor's Grant events hosted by non-profits only)

Follow-up Report: Due after the event.

Event: <i>January Classic</i> Girls Softball Tournament
Event Host: Illinois ASA/USA
Date: January 27-29, 2017
Summary of Event: ASA/USA Softball Tournament
Goal of Event: To bring visitors and revenue to Pekin. Contact area businesses to ask about economic impact.
Profits to be used for: Offsetting costs to allow more girls an opportunity to play softball and earn college scholarships.
Location: Avanti's Dome 3401 Griffin Ave. Pekin, IL 61554
Number of Attendees:
Out of Town Attendees:
Local Vendors Used: Avanti's Ristorante', Avanti's Dome
Hotel/Motel Stays: 139 rooms booked for 2 nights

Attachment: ASA Grant Applications (1128 : Request to Finance ASA Overnight Visitors Grants)

JANUARY CLASSIC JAN-27-29-2017

INCOME :

20 TEAMS @ 400.00 = \$8,000.00

4 " @ 350.00 = 1,400.00

3 " @ 375.00 = 1,125.00

3 " @ 200.00 = 600.00

TOTAL = \$11,125.00

EXPENSE :

UMPIRE EXPENSE 62 GAMES @ 70.00

- \$4,340.00

U.I.C. FEE

- 350.00

ON SITE DIRECTOR

- 960.00

ASA-INS & REGISTRATION

- 700.00

ASA POINTS 32 @ 12.00

- 384.00

SOFTBALLS 6 DOZ @ 50.00

- 300.00

TOTAL EXPENSES = \$7,034.00

INCOME - \$11,125.00

- EXPENSE 7,034.00

\$4,091.00

ILLINOIS ASA YOUTH FUND PEORIA
1824 N SHORE DR.
PEKIN, IL 61554-5232

70-2320/711

2433

DATE 1-31-17

PMP

PAY TO
THE ORDER OF

AUGUST'S WOME

\$ 4091.00

FOUR THOUSAND AND NINETY ONE AND 00/100 DOLLARS

Heat
Reactive
InkBartonville Community Bank
Div Morton Community Bank
1500 W. Garfield Ave.
Bartonville, Illinois 61607
309-697-6699

MEMO JAN CLASSIC - 1-27-1-29-2017

MP

⑆071123204⑆ 426 1131⑈ 02433

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



Overnight Visitors Grant

PURPOSE/FUNCTION: The purpose of this grant support by Hotel/Motel tax dollars is to promote the growth of tourism, sports, events and convention related business within or near the City of Pekin that generates overnight hotel stays.

Enjoy Pekin's Grant (for tourism activity generating overnight visitors)

Name of Organization: Amateur Softball Association of Illinois

Title of Event: *Winter Blues*

Contact Person: Bob Adams

Email: Meltonelec@yahoo.com

Address: P.O. Box 4168

City, State, Zip: Peoria, Il 61607

Phone: (309) 657-4065

Date of Event: February 3-5, 2017

Summary of Event: Hall of fame ASA qualifier- teams played softball at The Avanti's Dome from

1. Number of adult attendees that were not residents: 1200
2. How did you document this to arrive at the above total: Hotel rooms indicated on attached sheets, Rosters of each team-average 12 players per team
3. Number of Pekin Hotel rooms used by event participants? 226
4. Budget: n/a
5. Eligible Expenses: \$11,490.00

Hotel	Number of Rooms	Number of Nights	Signature Hotel Rep.
Concorde Inn & Suites-Now Motel 6	12	2	
Holiday Inn Express	41	2	
Mineral Springs Motel			
Super 8 Motel	23	2	
Econolodge	11	2	
Other	Best Western Morton – 12 Holiday Inn Exp East P- 14	2	
Total:	113	113 x 2= 226	



INCOME

Name/Item	Total	Cost-Formula
Entry Fees	\$600.00	3@200.00
	\$350.00	1@350.00
	\$1,875.00	5@375.00
	\$6,400.00	16@400.00
Total	\$9,225.00	

EXPENSES-ELIGIBLE FOR REIMBURSEMENT

Attach invoice for eligible expenses

Name/Item	Total	Cost-Formula
Umpires	\$ 3,290.00	47 games @\$70.00
Awards	\$	
Umpire In Chief	\$ 350.00	
Tournament Director	\$ 750.00	
Location Rental	\$ 6,000.00	3 days @ \$2,000.00

OTHER EXPENSES SUBMITTED FOR CONSIDERATION OR REIMBURSEMENT

Name/Item	\$	Cost-Formula
ASA Insurance and Registration	\$600.00	
ASA Points Fee 12 per team X	\$300.00	25@12.00
Softballs 4 dz @ \$50 per dozen	\$200.00	

Total Income = \$9,225.00 Total expenses = \$11,490.00

OFFICE USE ONLY:

Prior to this request, approved grants for fiscal year-to-date: _____

Income: \$ 9,225.00 Expenses: \$ 11,490.00 Divided by 3 = (eligible grant) \$ 3830.00

Attachment: ASA Grant Applications (1128 : Request to Finance ASA Overnight Visitors Grants)



Enjoy Pekin Grant (for Overnight Visitor's Grant events hosted by non-profits only)

Follow-up Report: Due after the event.

Event: <i>Winter Blues</i> Girls Softball Tournament
Event Host: Illinois ASA/USA
Date: February 3-5, 2017
Summary of Event: ASA/USA Softball Tournament
Goal of Event: To bring visitors and revenue to Pekin. Contact area businesses to ask about economic impact.
Profits to be used for: Offsetting costs to allow more girls an opportunity to play softball and earn college scholarships.
Location: Avanti's Dome 3401 Griffin Ave. Pekin, IL 61554
Number of Attendees:
Out of Town Attendees:
Local Vendors Used: Avanti's Ristorante', Avanti's Dome
Hotel/Motel Stays:

WINTER BLUES - Feb 3-5-2017

25 TEAMS Income:

3 @ 200.00

\$ 600.00

1 @ 350.00

350.00

5 @ 375.00

1875.00

16 @ 400.00

6,400.00

\$ 9225.00

Expense:

Umpire - 47 Games @ 70.00

\$ - 3290.00

U.I.C. Fee

- 350.00

On Site Director

- 750.00

ASA-Reg-Insurance

- 600.00

ASA Points 25 @ 12.00

- 300.00

SOFTBALLS - 4 DOZ @ 50.00

- 200.00

TOTAL EXPENSE = \$ 5490.00

Income

\$ 9225.00

EXPENSE

- 5490.00

\$ 3735.00

ILLINOIS ASA YOUTH FUND PEORIA
1824 N SHORE DR.
PEKIN, IL 61554-5232

70-2320/711

2434

DATE 2-7-17

PWP

PAY TO
THE ORDER OF

Avantis Dome

\$ 3,735.00

Three Thousand Seven Hundred Thirty Five and 00/100

DOLLARS

Heat
Reactive
Ink

Bartonville Community Bank
Div Morton Community Bank
1500 W. Garfield Ave.
Bartonville, Illinois 61607
309-697-6699

MEMO WINTER BLUES - 2-3-5-2017

MP

0071123204

426 113 02434

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



REQUEST FOR COUNCIL ACTION

Agenda Date: June 12, 2017
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Basset Training Ordinance

ACTION REQUESTED: Approve amending the Liquor Code to include Basset Training. The State of Illinois Liquor Commission mandates that effective July 1, 2017 that all municipalities in Tazewell County have an ordinance and process in place in regards to Basset Training. This ordinance brings us in compliance and we are working to provide the initial training to Pekin liquor establishments so they too are in compliance with this mandate.

DESCRIPTION: Basset Training for Liquor Servers and Sellers

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED: Teaches responsibility to servers and sellers as it applies to serving alcoholic beverages to the public

IMPACT IF DENIED: We would not be in compliance with state statute.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE REGARDING TITLE 3, CHAPTER 3,
BASSET TRAINING**

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

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

WHEREAS, the City Council has determined that it is in the best interests of the City to ensure the safe and responsible sale and consumption of alcohol; and

WHEREAS, the City Council believes it is appropriate to require anyone who sells or serves alcoholic beverages, including management personnel, to show proof of completion of BASSET training.

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

1. Title 3, Chapter 3, Section 1, Definitions be amended by adding BASSET TRAINING after the definition of ASSEMBLY HALL and before the definition of BEER as follows:

BASSET TRAINING means a State approved training program for all persons who sell or serve alcoholic beverages, all management personnel working on premises, and anyone whose job description entails the checking or identification for the purchases of alcoholic beverages pursuant to that license, as required by 235 ILCS

5/3-12(11.1) and Title 77 of Illinois Administrative Code, Chapter XVI, Section 3500.

2. Title 3, Chapter 3, Section 4, Restrictions on Issuance of Liquor be amended by adding X as follows:

X. Any person who has not completed Basset Training requirements as follows:

(a) For licenses on or after September 12, 2017, and all original or renewal applications for a class A, B or C liquor license shall be accompanied with proof of completion of a State certified Beverage Alcohol Sellers and Servers Education and Training (BASSET) program for all persons who sell or serve alcoholic beverages, all management personnel working on premises, and anyone whose job description entails the checking or identification for the purchases of alcoholic beverages, pursuant to that license.

(b) A state certified BASSET training program shall be defined as a BASSET program licensed by the State of Illinois Liquor Control Commission (ILCC) as required by 235 ILCS 5/3-12(11.1) and 6-27 and Title 77 of Illinois Administrative Code, Chapter XVI, Section 3500. All licensed BASSET providers shall be required to have on file all licenses and certificates to prove current qualifications and provide a certificate of course completion and a card (a picture type ID is optional), to participants as proof of completion.

(c) After September 12, 2017, any new owner, manager, employee, or agent requiring BASSET training, shall within ninety (90) days from the

beginning of their employment with that licensee, complete an ILCC BASSET approved seller/server training program and shall until completion of the BASSET program work under the supervision of a person who has complete BASSET training.

(d) A photo copy of certificate of completion for all owners, managers, employees, or agents required by this ordinance to have BASSET training shall be maintained, by the establishment, in a manner that will allow inspection, upon demand, by any designee of both the state or local liquor control authorities.

(e) Municipalities and establishments must honor all State of Illinois Liquor Control Commission (ILCC) BASSET approved programs.

3. Title 3, Chapter 3, Section 4-2, Application, be amended by adding Section 2Q as follows:

Q. Provide proof of Basset Training.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
 this ____ day of _____, 2017; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2017.

 MAYOR

ATTEST:

 CITY CLERK

The City will provide reasonable accommodations, when necessary and requested, for qualified individuals with disabilities, in accordance with the Americans with Disabilities Act.

2.9 (a) FITNESS FOR DUTY EXAM

Current employees may be required to take medical examinations to determine fitness for duty when the examination is job-related and consistent with business necessity in accordance with the ADA and applicable law. For example, a medical examination may be required when as a guide for reasonable accommodation, prior to a "light duty" assignment, or other reason.

Individual departments may, with City Manager approval, establish additional testing requirements to evaluate the capacity and fitness of candidates to effectively and efficiently perform the duties of the specific job for which they have applied. For example, the Board of Fire and Police Commissioners may establish testing for strength, dexterity, agility, etc. beyond the basic employment physical examination for specific positions in the fire and police departments. In no case will such job or department specific rules or procedures be inconsistent or in conflict with City policies.

2.10 RESIDENCY REQUIREMENT

revised 04-11-11

General Conditions. All employees shall reside within 10 miles of the corporate limits of the City of Pekin. Residency requirements for employees covered under collective bargaining agreements shall be governed by those agreements. Residency requirements for non-union sworn police and fire personnel shall also be governed by the police and fire collective bargaining agreements.

Newly hired employees who do not reside within 10 miles of the corporate limits of the City of Pekin may have up to twelve (12) months from the end of their Introductory Period to establish residency.

Exceptions to this policy may only be temporary, for personal hardship reasons, and must be authorized in writing by the City Manager. An employee who fails to meet this requirement shall be terminated.

Special Conditions. Employees occupying the following positions shall be required to live within the corporate limits of the City of Pekin: City Manager, Assistant City Manager, Public Works Director, Operations Supervisor (for Public Works), Superintendent of Transportation, Police Chief, and Fire Chief.

Newly hired employees who do not reside within the corporate limits of the City of Pekin may have up to twelve (12) months from the end of their Introductory Period to establish residency if required by the position or collective bargaining agreement.

Exceptions to this policy may only be temporary, for personal hardship reasons, and must be authorized in writing by the City Manager. An employee who fails to meet the requirements of this policy shall be terminated.

MEMORANDUM

TO: Anthony Carson, City Manager

FROM: John R. Lebegue, Building Inspections / Development Director

DATE: May 4, 2017

RE: Roofing permit information

Under previous Inspections Department policy, a roofing permit was only required for residential roofing if the wood sheathing was replaced as part of the roofing project and a roofing permit was not required for the complete tearoff and replacement of shingles or for adding a second layer of shingles over an existing roof. Roofing permits have always been required for commercial and industrial roofing. Under the new policy, all residential roofing, whether it is a complete tearoff and replacement or reroofing over an existing roof, will require a roofing permit to be obtained. A roofing permit would not be required for minor roof repairs. When the 2006 International Residential Code was adopted by the City Council on November 27, 2006, residential roofing permits were not added to the list of work exempt from permit in Section R105.2. Nothing is being added to the City Code in regard to this change in policy and the City is not licensing roofing contractors, as in the State of Illinois, all contractors performing roofing work must have a State of Illinois roofing license. The permit classification for roofing and the fee calculation for residential roofing permits are already in the current building permit system and the permit fee assessed for a roofing permit is based on the value of the work and is calculated in accordance with the fee structure that was adopted as part of the building code.

The requirement to obtain a permit for roofing work is authorized by Section R105.1 of the 2006 International Residential Code and is as follows:

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

Pursuant to Section R104 of the 2006 International Residential Code, Duties and Powers of the Building Official:

The Building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Without requiring the obtaining of a roofing permit, the Inspections Dept. have had absolutely no way to verify that the roofing work being performed in the City met all the provision of Chapter 9, Roof Assemblies, of the 2006 International Residential Code, such as the number of layers of roofing, proper roofing materials, installation of the required ice barrier in on eaves and valleys. Furthermore, without the requirement to obtain a permit for roofing work, the Inspections Department had no

Communication: Discussion for Permit Fees (Any Other Business To Come Before The Council)

means to verify that the contractors or individuals performing the roofing work possessed the require state roofing license and qualified to perform the work. In the past 2 months I have received at least 6 calls from Pekin residents, mostly elderly, that have had roofing work performed at their home and were experiencing leaking and other problems due to shoddy installation. If a roofing permit had been obtained for those roofing projects, the City would have the ability to verify that the contractor performing the roofing work had the proper state license and would also have the ability to compel the roofing contractor to correct all deficiencies and could report the contractor to the State of Illinois should it fail to make the necessary corrections. The new policy to obtain roofing permits for all residential roofing is being done meet the provision of to better protect the residents of the City of Pekin and will also be a benefit to those legitimate contractors that possess the required state roofing license, as it would prevent unlicensed and unqualified individuals from unlawfully performing work. If a residential property owner is performing the roofing work, they would have to obtain a roofing permit, but would not require any licensing from the State of Illinois, but would have to install the roofing materials according to the requirements of the code. The requirement to obtain roofing permits for all residential roofing involves no change at all to the City Code or the adopted building code and is a change in policy to improve the application of the provisions and requirements of the adopted building code.

LATE LAST YEAR WE HAD OUR HOUSE SHINGLED BY A MAN IN PEKIN. A FRIEND OF MINE RECOMMEND HIM WHO USED TO WORK WITH HIM. HE LOOKED AT THE ROOF AND QUOTED ME A PRICE. HE TOLD ME HE WOULD REDUCE THE PRICE TO AROUND \$7,000 FROM \$8,000. IF I PAID HIM IN CASH. I HAD TROUBLE WITH HIM AFTER HE SAID IT WOULD BE DONE IN TWO DAYS AND ENDED UP TAKING EIGHT DAYS BECAUSE OF TWO OTHER JOBS HE HAD GOING AT THE SAME TIME I DID NOT KNOW ABOUT. LATER I FOUND OUT FROM MY FRIEND OUT HE REDUCE MY TOTAL BY \$1,200. SO HE COULD TAKE THE MONEY UNDER THE TABLE SO HE WOULD NOT HAVE TO CLAIM OR PAY THE CITY ANY MONEY FOR THE JOB. I NEVER SAW A CITY PERMIT EITHER. HE HAS MOST LIKELY DONE THIS WITH MANY OF HIS PEKIN JOBS OF WHICH HE HAS HAD MANY,

HE WAS SUPPOSED TO FURNISH US WITH A WARRANTY ON THE SHINGLES FOR SO MANY YEARS AND ON HIS WORKMANSHIP WHICH HE HAS REFUSED TO DO.

WE HAVE HAD PROBLEMS WITH A PARTIAL
ROW OF SHINGLES CURLING UP, MY
WIFE HAS CALLED HIM AROUND 5 TIMES
ASKING HIM TO FIX THE AND HE SAYS
HE WILL COME OVER BUT NEVER DOES
AND DOES NO CALL BACK.

WE ARE BOTH SENIOR CITIZENS OF
PEKIN AND FEEL WE HAVE BEEN TAKEN
BY THIS MAN.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PEKIN

INDIVIDUAL:

[REDACTED]
[REDACTED]

PEKIN

[REDACTED]
[REDACTED]

I WILL FILE CHARGES IF NEED BE,