



REGULAR CITY COUNCIL MEETING
MONDAY, AUGUST 27, 2018
5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
4.2.	City Council - Regular Meeting - Aug 13, 2018 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	PD Stats - July 2018 ACTION REQUESTED: Receive and File PD Stats – July 2018
6.2.	July 2018 Tazewell County Animal Control Invoice ACTION REQUESTED: Receive and File July 2018 Tazewell County Animal Control Invoice
7.	Presentation GPEDC
8.	New Business
8.1.	Greater Peoria Economic Development Council Annual Investment ACTION REQUESTED: Approve annual investment for the Greater Peoria Economic Development Council
8.2.	Request for Special Use Authorization for a Dog Daycare Use at 1102 Chestnut St. ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to deny a request for a Special Use for a dog daycare home occupation use for less than three animals at 1102 Chestnut Street.
8.3.	Site Plan Review Approval for Construction of Parking Lot at 313 S. 6th Street ACTION REQUESTED: Recommendation from the Pekin Plan Commission to the

	City of Pekin City Council for Site Plan approval for the construction of a parking lot at 313 S. 6 th Street.
8.4.	Resolution No. 111-18/19 Resolution Approving First Addendum to Agreement Between the City of Pekin and DMGL, LLC ACTION REQUESTED: Adopt Resolution No. 111-18/19
8.5.	Ordinance No. 2801-18/19 An Ordinance Amending Title 3, Chapter 3, Section 4 of the Code of the City of Pekin 1995 Regarding Restrictions on Issuance of License ACTION REQUESTED: Adopt Ordinance No. 2801-18/19
8.6.	Resolution No. 112-18/19 - Land Lease Agreement for Solar Project at Pekin Municipal Airport ACTION REQUESTED: Approve Resolution No. 112-18/19 to enter into an agreement with Hawk-Attollo LLC to lease property at the Pekin Municipal Airport for the purposes of constructing a solar project.
9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c) 1. Personnel and 6. Setting of a Price for Sale of Municipally Owned Property
11.	New Bussiness
11.1.	Resolution No. 113-18/19 - Employment Agreement for Interim City Manager ACTION REQUESTED: Approve resolution to enter into Employment Agreement for Interim City Manager
12.	Adjourn

Column 1 Key:

TC Tony Carson City Manager

Column 2 Key:

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

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

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

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

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

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY AUGUST 13, 2018 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Mayor McCabe.

The City Clerk confirmed all members of the Council were present for roll call. A quorum was declared by Mayor McCabe.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:30 PM
Michael Garrison	Councilman	Present	5:30 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:30 PM
John P Abel	Council Member	Present	5:30 PM
Michael Ritchason	Council Member	Present	5:30 PM
Mark Luft	Council Member	Present	5:30 PM
John McCabe	Mayor	Present	5:30 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

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

APPROVAL OF MINUTES

4.1. City Council - Regular Meeting - Jul 9, 2018 5:30 PM

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

PUBLIC INPUT

Cynthia Johnson, homeowner in the referenced subdivision, spoke regarding 8.1 Petition for Map Amendment to Rezone Certain Property on Dane Kelsey Drive and asked the Council to respectfully deny the petition to rezone the properties.

Dave Nutter approached the podium to speak regarding 8.7 Pekin Municipal Airport Agreement with FAA for Flight Check asking which line item this amount will be credited. Also spoke regarding 8.6 Hanson Engineering Agreement for Runway Rehabilitation Project, asking if the transfer has been made out of the General Fund to the airport budget to go the State. Mr. Nutter continued to raise questions regarding 8.5 Resolution for the Approval of the Storm Water Project Priority, he believes the staff projects do not have any dollars

Minutes Acceptance: Minutes of Aug 13, 2018 5:30 PM (Approval of Minutes)

allocated for material and equipment rental and asked if this was an accumulative number for all the staff projects or just a few of them. Also commented on the new Department 43 for stormwater projects inquiring as to which department line item will the material and equipment rental will be credited to and the same for labor material, seeing that there are \$0 budget dollars. Mr. Nutter commented on 7.1 Presentation of Solar Project at Airport, asking about documentation on installations, questioned proof that the company has the money to pay the City for 20 years, asking if the panels rotate, subscriber costs, and if there an impact for pilots pertaining to any glare.

Rick Hilst spoke regarding 7.1 as well asking how the cost per acre was decided. Mr. Hilst continued to comment on 8.2 as to why the change of words to amend the Code, he also referred to the efficiency study.

CONSENT AGENDA

- 6.1. Pekin Plan Commission Minutes Dated May 9, 2018 and June 13, 2018**
- 6.2. Building Department Reports - May 2018, June 2018 & July 2018**
- 6.3. Resolution No. 107-18/19 Appointment of Gary Gillis to the Pekin Public Library Board BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT: The Mayor's appointment of Gary Gillis to the Pekin Public Library Board for a term until June 30, 2019 to fill the unexpired term of Janson Juchems is here by approved.**
- 6.4. June 2018 Tazewell County Animal Control Billing**
- 6.5. PD Stats - June 2018**
- 6.6. Approving the second amendment to the redevelopment plan and projects for the Pekin South Industrial Park Conservation Area Tax Increment Financing District**
- 6.7. Designating the amended redevelopment project area for the second amendment to the Pekin South Industrial Park Conservation Area Tax Increment Financing District**
- 6.8. Adopting tax increment allocation financing for the second amendment to the Pekin South Industrial Park Conservation Area Tax Increment Financing District**
- 6.9. Motion to: Motion to Approve Consent Agenda**
Mayor McCabe presented the items for consideration on the Consent Agenda which was approved by Omnibus Vote.

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

PRESENTATION

- 7.1. Presentation of Solar Project at Airport**
Ms. Kriston Sheets from Ruyle Mechanical Services and Mr. Jason Hawksworth, from Hawk Energy Solutions, gave a power point presentation on the potential community solar project at the airport, they would be the ones installing, maintaining and providing warranty services for the project. Each presented

background on their company. Ms. Sheets explained the \$5M Solar In Your Community Challenge Grant. Ms. Sheets and Mr. Hawk both explained the steps taken to submit a final application by November 30th and what steps still need to be taken. They are waiting on IDOT approval for their plan. A glare study was completed and it was determined the glare would not have an impact on airport operations. The next step and the purpose of the presentation is to obtain a land lease to obtain site controls, to apply for a renewable energy credit program through the State. It is a competitive grant that would help with the process. The companies would break ground in the second or third quarter of 2019. Subscriber base would include education programs for residents. Council Member Orrick questioned how many projects they have completed. Mr. Hawksworth explained that eight projects have been completed, for example, the Richwoods High School project provides direct power to the school. Mr. Hawksworth explained how the community solar project law goes into effect next year. He explained how 40% of the projects production would be allocated to the City, \$1M kilowatt hours would go to the City to offset our costs, averages to about \$16,000 in utility spend. Council Member Ritchason inquired as to whether Richwoods was the most current project, the length of the leases and how they arrived at the \$1,000 per acre figure. Mr. Hawksworth explained that there are two churches in the Chicagoland area that are more recent and that there are not leases but agreements equivalent to a subscription agreement that are for 20 years. Mr. Hawksworth continued to explain that the \$1,000 per acre was negotiated with the City. Council Member Ritchason inquired about the benefits. Ms. Sheets explained that the focus of grant is to serve low to middle income customers, they would try to subscribe to the City and Pekin Housing Authority, that when then leave 20% of production that would be open up to anyone wishing to subscribe. Council Member Abel inquired about a battery backup. Mr. Hawksworth explained that all the power goes directly to the grid not the airport. They are metered and credited to the subscriber. There is no reason to store it. Luft asked about the subscriber cost, Mr. Hawksworth explained that there is no subscriber cost. Ms. Sheets pointed out that the law is written as such to qualify for the renewable energy credits there cannot be a subscriber agreement, and in today's market there are no subscriber charges. Council Member Garrison asked where the credits come from. It was answered that the credits come from the Adjustable Block, that residents currently paying through renewable energy rider. Garrison asked about a third party and Mr. Hawksworth explained that the third party includes Hawk-Attollo and investment partners, essentially two banks, as the project is funded through investors. Mr. Hawksworth pointed out that the ultimate goal is to build local projects using local labor. Mr. Hawksworth added that the funds have to be allocated in escrow to be able to decommission the system at the end of its life cycle. Council Member Garrison questioned who would control the escrow fund. City Attorney Burt Dancey explained that a third party should hold the escrow account.

NEW BUSINESS

8.1. Petition for a Map Amendment to Rezone Certain Property on Dane Kelsey Drive from R-2, One-Family Residential to RT, Two-Family Residential

The recommendation of the Pekin Planning Commission to the City Council was to deny a petition from Whitehurst for rezoning the property on Dane Kelsey Drive from R-2 (One-Family Residential) to RT (Two-Family Residential). Mr. Lebuge spoke on the recommendation from the Pekin Planning Commission. He

explained that there was significant opposition from the property owners in that area. During the discussion it was pointed out that there are other available RT lots in that area that border on the lake therefore the Planning Commission did not find it to be in the best interests of the City to rezone and the petition was unanimously denied. Council Member Luft expressed his support of the Planning Commission recommendation.

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

8.2. Ordinance No. 2800-18/19 An Ordinance Amending Title 1, Chapter 8G, Sections 1-3 of the Code of the City of Pekin 1995 Regarding Department of Public Works

City Attorney Burt Dancey explained the changes requested leaves the decision as to when it is best to fill that position to the operational jurisdiction of the City Manager. It gives flexibility within the full context of work needs, available personnel and budgetary needs. It does not eliminate it at all it just lets the City Manager decided when and how best to fill it. Council Member Luft stated that he is concerned with the timing and doe snot support the change right now and would make a motion to table. Seconded by Council Member Schramm. City Manager Anthony Carson explained that it has not been adhering to its own Ordinance for many years and we are trying to clean up the language so that it is an option not a requirement. As of right now it says that a Public works director is supposed to be and shall be named. We are in direct violation of what our Code states. Mayor McCabe also commented on the change. Council Member Orrick supports that it should be at the discretion of the City Manager. Mayor McCabe inquired as to who currently acts as a Public Works Director. Mr. Carson explained that it is a combination of Mr. Guerra, Mr. Rothert and Superintendent Mr. Shaw. Council decided to take the action to executive session.

RESULT:	TABLED [5 TO 2]
MOVER:	Lloyd Orrick, Mark Luft
SECONDER:	James A Schramm, Council Member
AYES:	Schramm, Garrison, Abel, Ritchason, Luft
NAYS:	Lloyd Orrick, John McCabe

8.3. Resolution 108-18/19 to Approve the Joint PPUATS Funding Agreement for FY 2019

City Engineer Michael Guerra asked the Council to approve Resolution 108-18/19 approving the Joint Pekin-Peoria Urbanized Area Transportation Study Funding Agreement. The annual agreement for the FY2019 Unified Work Program contains a City of Pekin local match of \$12,866. Council was advised that the City had received millions of dollars for projects by participating and most recently the Derby Street Study.

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

8.4. Motor Fuel Tax Resolution 109-18/19 for Joint PPUATS Funding Agreement FY2019

This resolution is needed to allocate Motor Fuel Tax (MFT) funds to pay for the City's share for the Joint Peoria-Pekin Urbanized Area Transportation Study (PPUATS) Funding Agreement. The City's portion for the local match is \$12,866 which was budgeted in the Motor Fuel Tax Fund for this budget. This resolution is required by Illinois Department of Transportation for MFT funds to be utilized.

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

8.5. Resolution 110-18/19 for the Approval of the Storm Water Issue Prioritization

Mayor McCabe commented on the newly formed subcommittee. Council Member Orrick thanked Council for having the foresight to create this meeting and for the team effort involved. City Engineer, Michael Guerra, explained the listing of the priority of storm water projects to be performed. Mr. Guerra explained that there has been two subcommittee meetings in which the projects, schedule and the possible funding has been discussed. This resolution is the first step in the process for the scheduling of the projects. The request is to approve the priority of the projects with the estimated time frame for completion. This will allow the City staff to begin working on repairs conducted with City Staff and begin soliciting requests for qualifications for engineering firms to assist the City with preparation of plans, studies and detailed estimates. With detailed estimates for the projects, the subcommittee will be able to determine the final recommendation of priority of funding for the projects. Council Member Abel commented that this is reassuring to the public to know their problems will be fixed.

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

8.6. Engineering Agreement with Hanson Professional Services Inc. for the Pekin Municipal Airport Runway Rehabilitation Project

City Engineer, Michael Guerra explained the agreement with Hanson Engineering. This agreement is for the engineering services for the design, construction oversight, and special services for the Pekin Municipal Airport Rehabilitation Project. This agreement provides for all aspects of the engineering services needed for this project. Illinois Department of Transportation has reviewed the terms of the agreement and has found them acceptable. This draft of the agreement was delayed as the scope of the project changed due to an increase in funding from Illinois Department of Transportation earlier this spring. The City Council approved a resolution on May 14th, 2018 to

appropriate additional funding in the budget to account for the change in scope of the project. Therefore the draft for the engineering services had to be revised. This agreement covers the increased scope for the design engineering, the increased construction engineering and the special services. This project has been advanced to meet the letting schedule set by IDOT for the funding. There this engineering agreement is required to allow for payment for the engineering services needed to be in accordance with funding requirements. The scope of the project now includes the removal and replacement of the original 3,800 ft. of the runway and a Hot Mix Asphalt (HMA) overlay on the remaining of 1,200 ft. including the turnaround. This would completely eliminate the large cracks and decrease future maintenance cost by extending the life of the runway for another 20 plus years. This project coupled with the lighting project that is under construction will greatly enhance the runway for the Pekin Municipal Airport. Airport Manager, Todd Dugan, was present for questions. Council Member Ritchason inquired on the time frame. Mr. Guerra explained that it would take approximately 120-160 days for construction, but the runway will be shut down and will not always be able to accommodate flights safely. Council Member Orrick inquired about the payment of 5% of the project. Mr. Guerra explained that our portion is \$12,286.55 which is the 5%.

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

8.7. Agreement with Department of Transportation Federal Aviation Administration

City Engineer, Michael Guerra, explained that this is the current project at the airport, the runway lighting project. This agreement is for the Department of Transportation Federal Aviation Administration (FAA) to conduct a flight inspection of the new lights installed as part of the Runway Lighting Project at the Pekin Municipal Airport. This inspection is a requirement to ensure the lights were installed and are operating in accordance with the FAA regulations. Without this inspection, the newly installed lights can't be used and the project will not be able to be completed. This inspection was included in the project and the funding agreement with Illinois Department of Transportation (IDOT). Therefore, IDOT will reimburse the City the cost of the flight check. This agreement is needed to schedule the flight check.

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

8.8. IT. Storage Refresh

Assistant City Manager, Mark Rothert spoke on this item. He explained that the Storage System currently in place, upon which most of the City Servers rely, was installed at the same time as the server infrastructure refresh in 2014. It was sized correctly based upon the City's needs and existing capabilities at the time, as well as predicted future growth. However, the City's needs have grown significantly more than predicted since then. With the addition of several databases, increased reliance on SharePoint, and an expanded and more

integrated GIS platform, the requirements of the Storage System have grown. When it was first installed, the largest concern was overall size as most of the workload was file access, which does not require a lot of performance - how fast the storage can access items. As the City has added databases, SharePoint, GIS, and other capabilities, the workload has transitioned from pure capacity to a mix of storage capacity and performance. The existing storage array simply cannot keep up with current demands nor can it be upgraded to meet those demands. The I.T. Department has identified Pure Storage as the vendor that will meet our requirements. The array the company has suggested for the City is many times faster than what is currently installed and will meet the needs of the City for the foreseeable future. Further, additional modules for the array can be purchased as the needs of the City continue to change. These modules can add capacity or performance seamlessly without having to purchase an entirely new array ensuring the array continues to meet the needs of the City and does not need to be replaced as those needs change. Council Member Orrick commented that it was the same one we had in 2014 and asked if maintenance is given on the other data storage we have. Council Member asked what the impact would be if we do not approve this. Mr. Rothert explained that we will have slower operations in our computer systems.

RESULT:	APPROVED [6 TO 1]
MOVER:	John P Abel, Council Member
SECONDER:	Michael Garrison, Councilman
AYES:	Schramm, Orrick, Abel, Ritchason, Luft, McCabe
NAYS:	Michael Garrison

8.9. Ordinance No. 1462-A358-18/19 An Ordinance Amending Title 8, Chapter 4, Section D. of the Code of the City of Pekin 1995 Regarding No Parking Schedule Easling Court and 1100 Block of S. 6th Street and remove 2-hour parking on streets in downtown area.

Fire Chief Kurt Nelson presented the Traffic Safety Committee's recommendation. Chief Nelson explained resident concerns. The first concern being able to pull out of his driveway near 1500 Court Street. The other concern is the S curve by Starcivich Court. Mayor McCabe commented that he received two isolated concerns but has been overwhelmingly positive.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Manager, Anthony Carson, thanked everyone for coming out to Bike Night and announced that the Bathtub Races will be taking place this Friday, August 17th. It will be a great night to be in downtown Pekin.

City Engineer, Michael Guerra announced that the Street Maintenance Program will be beginning chip sealing the week of the 20th at Audobon, 5th Street, and the Brentwood Manor subdivision. There will be no parking during this time.

Mayor McCabe spoke about the St. Jude Run and the 3rd annual Fight the Fight Against Addiction.

Council Member Orrick warned of an Oak tree across from Midas on Court Street that is a hazard of falling onto Court Street. Mr. Luft asked that we get ahold of Ameren.

Council Member Abel commented on the weed problem on Parkway and Court. Mr. Abel believes we should cut them down and send them a bill. Also commented on the weeds coming out of our gutters.

Mayor McCabe commented on the Pekin Community Organization group and how he appreciates their efforts.

Council Member Orrick commented on waiting on approval from IDOT from the City to do its work. Mr. Guerra stated that we expect approval this week. Mr. Orrick praised the City yard crew for doing a commendable job.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 1. PERSONNEL

- 10.1. Motion to: Motion to Move to Executive Session 5 ilcs 120/2 (c.) 1. Personnel and 11. Pending or Threaten Litigation**

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

- 10.2. Motion to: Department of Public Works to remove from the table Ordinance No. 2800-18/19 An Ordinance Amending Title 1, Chapter 8G, Section 1-3 of the Code of the City of Pekin 1995 Regarding**
The vote was made in open session.

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

- 10.3. Motion to: Restate - adopt Ordinance No. 2800-18/19 An Ordinance Amending Title 1, Chapter 8G, Section 1-3 of the Code of the City of Pekin 1995 Regarding Department of Public Works**

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

- 10.4. Motion to: Regarding Department of Public Works adopt Ordinance No. 2800-18/19 An Ordinance Amending Title 2, Chapter 8G, Section 1-3 of the Code of the City of Pekin 1995**

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

ADJOURN

No further action to come before Council, motion was made by Council Member Luft , seconded by Council Member Garrison that Council adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting in open session at 7:50 PM.

Minutes Acceptance: Minutes of Aug 13, 2018 5:30 PM (Approval of Minutes)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 10, 2018

From: John Dossey, Police Chief

AGENDA ITEM: PD Stats - July 2018

AGENDA DATE REQUESTED: August 27, 2018

ACTION REQUESTED: Receive and File PD Stats – July 2018

DESCRIPTION: PD Stats – July 2018

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR July 2018**

	JULY 2017	JUNE 2018	JULY 2018
TRAFFIC TICKETS	249	223	236
WARNING TICKETS	191	146	121
OFFENSES	410	483	467
ARRESTS	172	274	255
PARKING TICKETS	130	50	44
STOPS	369	322	324
IMPOUNDS	28	33	20

MUNICIPAL ORDINANCE TICKETS

NUMBER OF MUNICIPAL ORDINANCE TICKETS WRITTEN 78
 NUMBER OF TICKETS PAID OVER THE COUNTER 32
 FINES COLLECTED OVER THE COUNTER \$9,450.00

PARKING TICKETS

PARKING TICKETS WRITTEN 44
 PARKING TICKETS PAID OVER THE COUNTER 20
 PARKNG FINES COLLECTED \$920.00

IMPOUNDS

IMPOUNDS 28
 IMPOUNDS PAID 20
 IMPOUND FINES COLLECTED \$10,000.00

ANIMAL CONTROL

NUMBER OF TICKETS WRITTEN 21
 NUMBER OF TICKETS PAID 7
 FINES COLLECTED \$700.00



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 13, 2018

From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: July 2018 Tazewell County Animal Control Invoice

AGENDA DATE REQUESTED: August 27, 2018

ACTION REQUESTED: Receive and File July 2018 Tazewell County Animal Control Invoice

DESCRIPTION: July 2018 Tazewell County Animal Control Invoice

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.]

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Tazewell County Animal Control

21314 State Route 9
 PO Box 158
 Tremont, IL 61568
 Phone: (309) 925-3370
 FAX: (309) 925-3633

**JULY 2018 INVOICE**

Balance Due \$3753.83

City Of Pekin
 111 S Capitol St
 Room 242
 Pekin, IL 61554

Our records show the following charges are unpaid.

<u>Date</u>	<u>Description</u>	<u>Charge Amount</u>	<u>Unpaid balance</u>
08-08-2018	Pekin Contract Fee	\$3,753.83	\$3,753.83
As of 08-08-2018, there is a balance due of			\$3,753.83

FOR SERVICES PROVIDED 7/1/2018 - 7/31/2018

Attachment: Tazewell County Animal Control - July 2018 (1493 : July 2018 Tazewell County Animal Control Invoice)

Tazewell County Animal Control

Record count on this entire report: 158

Run Date: 08-08-2018 08:40:06 AM by Ryan A Sanders

FAX: (309) 925-3633

Case Intake Register 07-01-2018 to 07-31-2018Group By Municipality
Order By Intake Date
Page Number: 10 of 18

Municipality:	PEKIN								
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call			
07-02-2018 5	07-02-2018	Stray/Aco Pickup Pickup location: 1920 Highwood Avenue, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554		#164714M/CatDsh Uno/Small/White/Black	3988			
07-03-2018 2	07-03-2018	Stray/Aco Pickup Pickup location: 2630 Allentown Road, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#164733F/Dog/Coonhound Betty/Medium/Adult/Black/Tan	3994			
07-03-2018 10	07-03-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#164741F/CatDsh Jaden/Small/Adult/Gray	3991			
07-04-2018 2	07-04-2018	Quarantine/Aco Pickup Pickup location: 1512 Hillview Drive, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Amy Bouchez	#164767M/Dog/Pit Bull Cowboy/Large/Adult/White/Black	4006			
07-05-2018 8	07-05-2018	Stray/Aco Pickup Pickup location: 14th & Loretta, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	McKayla Baugh	#160359F/Dog/Coonhound Dixie Normus/Medium/Adult/Black/Brown	4004			
07-05-2018 2	07-05-2018	Stray/Aco Pickup Pickup location: 1308 Sheridan Road, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#164786F/Dog/Hound Alexa/Large/Adult/Black/Tan	4012			
07-05-2018 12	07-05-2018	Wildlife/Aco Pickup Pickup location: 2625 S 14th, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#164828J/Rabbit/Wild Small/Baby/Brown	4017			
07-06-2018 3	07-06-2018	Wildlife/Aco Pickup Pickup location: 1113 Howard Court, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554		#164843M/Other/Squirrel Small/Adult/Brown	4014			
07-06-2018 6	07-06-2018	Quarantine/Aco Pickup Pickup location: 1804 Quaker, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Troy Hill	#164835F/Dog/Aussie Bella/Large/Adult/Blue/Merie	4022			
07-06-2018 4	07-06-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#164856M/CatDsh Jason/Medium/Adult/Gray/Tabby	4026			
07-07-2018 2	07-07-2018	Stray/Aco Pickup Pickup location: 1018 Winter, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554	Kimberly Ball	#150157M/Dog/Beagle/(Purebred) Bo/Medium/Adult/Tri	4027			
07-09-2018 1	07-09-2018	Euthanasia Request Bite/Aco Pickup Pickup location: 1420 Hamilton, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554	Keith Conway	#164888M/Dog/Pit Bull Boss/Large/Adult/White/Brown	4041			
07-09-2018 2	07-09-2018	Stray/Aco Pickup Pickup location: 807 St Julian St, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554	Jackie Montgomery	#164898M/CatDsh Sherman/Small/Adult/Orange	4027			
07-10-2018 1	07-10-2018	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#164915F/Dog/Terrier Nellie/Small/Adult	4041			
07-11-2018 4	07-11-2018	Stray/Aco Pickup Pickup location: 2116 Valentine Avenue, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Dawn Finneran	#164983J/CatDsh Small/Kitten/Yellow/Tabby	4048			
07-11-2018 3	07-11-2018	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#164980F/CatDsh Guppy/Small/Adult	4048			
07-11-2018 5	07-11-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#164989F/CatDsh Mary Ann/Small/Adult/Calico	4048			
07-12-2018 1	07-12-2018	Quarantine/Aco Pickup Pickup location: 1309 Chestnut, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Linda Holeman	#87974F/Dog/Siberian Husky Ripley/Large/Adult/White	4048			

Tazewell County Animal Control

Record count on this entire report: 156

Run Date: 08-08-2018 08:40:06 AM by Ryan A Sanders

FAX: (309) 925-3633

Case Intake Register 07-01-2018 to 07-31-2018

Group By Municipality

Order By Intake Date

Page Number: 11 of 18

Municipality:	PEKIN	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
Case ID	Intake Date					
07-12-2018 2	07-12-2018	Wildlife/Aco Pickup Pickup location: 1317 S 9th, Pekin, IL 61554	Harms, Jaymee		#165027/U/Bird/Robin Small/Baby/Black	4051
07-13-2018 3	07-12-2018	Wildlife/Aco Pickup Pickup location: 1317 S 9th, Pekin, IL 61554	Harms, Jaymee		#165034/U/Bird/Robin Small/Baby/Black	4051
07-13-2018 4	07-12-2018	Wildlife/Aco Pickup Pickup location: 1317 S 9th, Pekin, IL 61554	Harms, Jaymee		#165035/U/Bird/Robin Small/Baby/Black	4051
07-13-2018 2	07-12-2018	Wildlife/Aco Pickup Pickup location: 1317 S 9th, Pekin, IL 61554	Harms, Jaymee		#165036/F/Cat/Dsh Buffy/Small/Kitten/Buf	4053
07-13-2018 5	07-13-2018	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee		#165190/M/Dog/Beagle Shorty/Medium/Adult/Tri	4066
07-14-2018 4	07-14-2018	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Homerin, Charlena	Josh White	#165126/U/Other/Bat Small/Adult/Black/Brown	
07-16-2018 5	07-16-2018	Wildlife/Citizen Turn-in Pickup location: Not specified or see notes		Tyler Goodin	#165098/F/Dog/Pointer Vega/Medium/Adult	4068
07-16-2018 2	07-16-2018	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#165102/M/Cat/Dsh Mangol/Large/Adult/Orange	4086
07-16-2018 3	07-16-2018	Stray/Aco Pickup Pickup location: 100 Taps, Pekin, IL 00000	Lohnes, Pam	Andrew Vinson	#151555/M/Dog/Pit Bull Bruiser/Medium/Adult/Brown/White	4086
07-17-2018 11	07-17-2018	Other/Aco Pickup Pickup location: 1217 S 4th, Pekin, IL 61554	Lohnes, Pam	Doris Smith	#157309/M/Dog/Border Collie Ralph/Large/Adult/Brown/White	4072
07-17-2018 12	07-17-2018	Other/Aco Pickup Pickup location: 1217 S 4th, Pekin, IL 61554	Lohnes, Pam	Elizabeth Martinez	#165139/F/Dog/Pit Bull Willow/Medium/Adult/Black/White	4084
07-17-2018 4	07-17-2018	Other/Aco Pickup Pickup location: 253 Herget, Pekin, IL 61554	Lohnes, Pam		#165149/M/Dog/Mixed Breed Eddie/Small/Puppy/Tri	4087
07-17-2018 10	07-17-2018	Stray/Aco Pickup Pickup location: 2319 Broadway, Building 3a Apt 3, Pekin, IL 61554	Lohnes, Pam	Jessica Portis	#165151/F/Dog/Labrador Retriever Beary/Medium/Adult/Black/White	4072
07-17-2018 13	07-17-2018	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Lohnes, Pam	Elizabeth Martinez	#165138/F/Dog/Pit Bull Bonnie/Medium/Adult/Red/White	4072
07-17-2018 3	07-17-2018	Other/Aco Pickup Pickup location: 253 Herget, Pekin, IL 61554	Lohnes, Pam		#165140/F/Cat/Dsh Arabella/Small/Adult/Dilute/Tortoise Shell	4093
07-17-2018 5	07-17-2018	Other/Aco Pickup Pickup location: 253 Herget, Pekin, IL 61554	Lohnes, Pam	Martin Paup	#132996/M/Dog/Dachshund Harley/Small/Adult/Black/Tan	
07-18-2018 2	07-18-2018	Stray/Aco Pickup Pickup location: Recreation Drive, Pekin, IL 61554	Lohnes, Pam		#165219/M/Cat/Dsh Harold/Large/Adult/Gray	
07-18-2018 4	07-18-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes				

Tazewell County Animal Control

Record count on this entire report: 158

Run Date: 08-08-2018 08:40:06 AM by Ryan A Sanders

FAX: (309) 925-3633

Municipality:	PEKIN	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
07-19-2018 5	07-19-2018	Stray/Aco Pickup	Harms, Jaymee	Lynn Brown	#105014/M/Dog/Shih Tzu	4103
		Pickup location: 1702 El Camino, Pekin, IL 61554			Frodo/Small/Adult/Black/White	
07-20-2018 4	07-20-2018	Wildlife/Aco Pickup	Homerin, Charlena		#165246/F/Other/Opossum	
		Pickup location: Not specified or see notes			Medium/Adult	4112
07-21-2018 1	07-21-2018	Stray/Aco Pickup	Homerin, Charlena		#165247/M/Dog/Husky	
		Pickup location: 11 Point East Court, Pekin, IL 61554			Bubba/Large/Adult/White	4113
07-21-2018 2	07-21-2018	Stray/Aco Pickup	Homerin, Charlena		#165248/F/Cat/Dsh	
		Pickup location: 1116 Shire, Pekin, IL 00000			Small/Kitten/Black/White	
07-23-2018 1	07-23-2018	Owner Surrender/Owner Turn-in		Pamela Jones	#165250/F/Cat/Persian	
		Pickup location: Not specified or see notes			Meow/Medium/Adult	
07-23-2018 5	07-23-2018	Owner Surrender/Owner Turn-in		Ryan Shane	#165269/M/Cat/Dsh	
		Pickup location: Not specified or see notes			Solo/Large/Adult/Brown/Tabby	4125
07-23-2018 4	07-23-2018	Stray/Aco Pickup	Harms, Jaymee		#165268/F/Dog/Labrador Retriever	
		Pickup location: 1508 S 6th St, Pekin, IL 61554			Athena/Medium/Adult/Black	
07-23-2018 6	07-23-2018	Owner Surrender/Owner Turn-in		Ryan Shane	#165270/F/Cat/Dsh	
		Pickup location: Not specified or see notes			Leia/Large/Adult/Gray/Tabby	3744
07-24-2018 2	07-24-2018	Owner Surrender/Aco Pickup	Harms, Jaymee		#165286/F/Dog/Pit Bull	
		Pickup location: 1409 Hoff, Pekin, IL 61554			Darla/Medium/Puppy/Black	3744
07-24-2018 3	07-24-2018	Owner Surrender/Aco Pickup	Harms, Jaymee		#165287/M/Dog/Pit Bull	
		Pickup location: 1409 Hoff, Pekin, IL 61554			Butch/Medium/Puppy/Black	3744
07-24-2018 1	07-24-2018	Owner Surrender/Aco Pickup	Harms, Jaymee		#165285/F/Dog/Pit Bull	
		Pickup location: 1409 Hoff, Pekin, IL 61554			Daphane/Medium/Puppy/Black	
07-24-2018 6	07-24-2018	Owner Surrender/Owner Turn-in		Clint Mead	#165333/F/Cat/Dsh	
		Pickup location: Not specified or see notes			Sadie/Large/Adult/Black	4142
07-25-2018 1	07-25-2018	Stray/Aco Pickup	Harms, Jaymee		#165343/U/Cat/Dsh	
		Pickup location: 1118 Shire Avenue, Apt A, Pekin, IL 61554			Ferral/Small/Adult/Black/White	
07-26-2018 5	07-26-2018	Stray/Citizen Turn-in			#165446/M/Cat/Dsh	
		Pickup location: Not specified or see notes			Chevy/Medium/Kitten/White/Black	
07-26-2018 7	07-26-2018	Stray/Citizen Turn-in			#165449/M/Cat/Dsh	
		Pickup location: Not specified or see notes			Dodge/Medium/Kitten/White/Tabby	4155
07-26-2018 9	07-26-2018	Stray/Aco Pickup	Lohnes, Pam		#165459/U/Cat/Dsh	
		Pickup location: 1118 Shire, Apt A, Pekin, IL 61554			Ferral/Small/Adult/Gray/White	4149
07-26-2018 1	07-26-2018	Stray/Aco Pickup	Lohnes, Pam		#165409/F/Cat/Dsh	
		Pickup location: 1118 Shire Avenue, Apt A, Pekin, IL 00000			Ferral/Small/Adult/Black/White	4150
07-26-2018 2	07-26-2018	Stray/Aco Pickup	Lohnes, Pam		#165415/F/Cat/Dsh	
		Pickup location: 1801 Holiday Drive, Pekin, IL 61554			Ferral/Small/Adult/Gray/Tabby	

Tazewell County Animal Control

Record count on this entire report: 158

Run Date: 08-08-2018 08:40:06 AM by Ryan A Sanders

FAX: (309) 925-3633

Case Intake Register 07-01-2018 to 07-31-2018

Group By Municipality

Order By Intake Date

Page Number: 13 of 18

Municipality:	PEKIN	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
07-26-2018 3	07-26-2018	Stray/Aco Pickup Pickup location: 1801 Holiday Drive, Pekin, IL 61554	Lohnes, Pam Lohnes, Pam	Vanessa Hyde	#165431/M/Dog/Pit Bull Chevy/Medium/Adult/Brown/Black	4151
07-26-2018 4	07-26-2018	Stray/Aco Pickup Pickup location: 221 Margaret, Pekin, IL 61554	Lohnes, Pam	Richard Martis	#165459/F/Dog/Husky Sasha/Medium/Adult/Tri	4154
07-26-2018 8	07-26-2018	Stray/Aco Pickup Pickup location: 332 Chestnut, Pekin, IL 00000	Lohnes, Pam		#165478/F/Cat/Dsh Elie/Large/Adult/Calico	4146
07-27-2018 1	07-27-2018	Stray/Aco Pickup Pickup location: 1309 Market St, Pekin, IL 61554	Harms, Jaymee	Melanie Holmes	#163605/M/Cat/Dmh Mark/Small/Kitten/Gray/White	4167
07-30-2018 6	07-30-2018	Returned Adoption/Owner Turn-in Pickup location: Not specified or see notes	Harms, Jaymee		#165493/F/Dog/Pit Bull Faith/Large/Adult/Blue/White	4166
07-30-2018 1	07-30-2018	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#165494/U/Cat/Dsh Small/Kitten/Gray/Tabby	
07-30-2018 2	07-30-2018	Stray/Aco Pickup Pickup location: 1801 Holiday Drive, Pekin, IL 61554		Billy Merrill	#139083/F/Cat/Dsh Lily/Medium/Adult/Grey/White	
07-31-2018 12	07-31-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes		Elene Stark	#165539/F/Dog/Labrador Retriever Suzie Q/Large/Adult	
07-31-2018 2	07-31-2018	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#165553/U/Other/Opossum Small/Baby	
07-31-2018 8	07-31-2018	Wildlife/Citizen Turn-in Pickup location: Not specified or see notes			#165554/U/Other/Opossum Small/Baby	
07-31-2018 9	07-31-2018	Wildlife/Citizen Turn-in Pickup location: Not specified or see notes			#165556/U/Other/Opossum Small/Baby	
07-31-2018 11	07-31-2018	Wildlife/Citizen Turn-in Pickup location: Not specified or see notes			#165551/U/Other/Opossum Small/Baby	
07-31-2018 6	07-31-2018	Wildlife/Citizen Turn-in Pickup location: Not specified or see notes			#165552/U/Other/Opossum Small/Baby	
07-31-2018 7	07-31-2018	Wildlife/Citizen Turn-in Pickup location: Not specified or see notes			#165555/U/Other/Opossum Small/Baby	
07-31-2018 10	07-31-2018	Wildlife/Citizen Turn-in Pickup location: Not specified or see notes				
End of Group	Group count:	69				



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 22, 2018

From: Mark Rothert, Assistant City Manager

AGENDA ITEM: Greater Peoria Economic Development Council Annual Investment

AGENDA DATE REQUESTED: August 27, 2018

ACTION REQUESTED: Approve annual investment for the Greater Peoria Economic Development Council

DESCRIPTION: This annual request for investment funding is from the Greater Peoria Economic Development Council (GPEDC). The GPEDC is tasked with managing regional economic development efforts and marketing. A presentation by the CEO of the GPEDC will be provided at the meeting.

FINANCIAL IMPACT:

Request: \$25,000

Line Item Budget:	208-208-551600 (Dues and Subscriptions)	\$63,388.62
Line Item Budget:	208-208-597700 (Sponsorship)	\$20,000.00

Line Item Expenses Year to Date (unaudited):	\$39,000	208-208-551600
Line Item Expenses Year to Date (unaudited):	\$17,525	208-208-597700

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Regional Economic Development is supported by the City

IMPACT IF DENIED: Regional Economic Development is not supported by the City

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

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

Greater Peoria Economic Development Council Annual Investment

MAYOR

ATTEST:

CITY CLERK



401 NE Jefferson Ave.
Peoria IL 61603
Tel. (309) 495-5910

Invoice

Date	Invoice #
7/1/2018	GPEDC 2018

Bill To

City of Pekin
Mayor McCabe
111 S. Capitol Street
Pekin, IL 61554

Due Date

8/31/2018

2018 Investment

25,000.00

Total

\$25,000.00

Attachment: GPEDC 2018 Funding Request (1498 : Greater Peoria Economic Development Council Annual Investment)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 21, 2018

From: John Lebegue, Building & Inspections

AGENDA ITEM: Request for Special Use Authorization for a dog daycare use for less than three animals at 1102 Che

AGENDA DATE REQUESTED: August 27, 2018

ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to deny a request for a Special Use for a dog daycare home occupation use for less than three animals at 1102 Chestnut Street.

DESCRIPTION: Application #1: Special Use petition for a home occupation to conduct a dog daycare use for less than three animals at a property located at 1102 Chestnut Street, currently located in the R-4, One Family Residential District, with a Legal Description of SEC 35 T25N R5W Bush's Subd.7 Lot 191 (65' x 110' Exc. S 5') NE ¼ with the following P.I.N. # 04-04-35-214-003 in Tazewell County, Illinois.

Valerie Moehle, Attorney, appeared before the Pekin Plan Commission on behalf of applicant Deanna Shanks, seeking Special Use authorization to conduct a dog daycare use of less than 3 animals at 1102 Chestnut Street. This petition was a second, amended petition for Special Use Authorization to conduct a dog daycare home occupation use from a residential home located at 1102 Chestnut Street, as this petition was specifically for less than three animals. On October 11, 2017, the Plan Commission previously considered a request for a Special Use to conduct a dog daycare / boarding home occupation use from a residential home located at 1102 Chestnut Street, and recommended denial of that Special Use request. At its October 23, 2017 regular meeting, the City Council concurred with the recommendation of the Plan Commission and denied the Special Use authorization.

In the current City of Pekin Zoning Code, a dog daycare use is not specifically permitted or prohibited in an R-4, One Family Residential District, but pursuant to Section 9-4A-2, B), (3), a stable or kennel use represents a prohibited home occupation. Despite being denied Special Use Authorization by the City Council at the October 23, 2017 City Council meeting, it was discovered that Deanna Shanks continued to unlawfully conduct the dog daycare use at the property at 1102 Chestnut Street. As a result of the continued unlawful conduction of the dog daycare use at 1102 Chestnut Street, this matter was recently taken to City Court to cease the unauthorized use. After the matter was taken to City Court, it was decided that Ms. Shanks

would be allowed to submit an amended Special Use request for less than 3 animals, and that is the nature of the request that was considered by the Pekin Plan Commission.

Attorney Moehle explained to the members of the Plan Commission that the petition was amended to limit the number of dogs that Ms. Shanks could care for and that by limiting the number of animals, noise generated by barking dogs would be decreased and traffic in the neighborhood would not be increased beyond the norm for that neighborhood. Ms. Moehle continued by stating that people prefer to leave their pets in a home setting instead of a kennel and that Ms. Shanks would agree to whatever conditions or restrictions that the Plan Commission recommended to be placed on the use.

Upon consideration of the petition for a home occupation to conduct a dog daycare use for less than three animals at a property located at 1102 Chestnut Street, the members of the Pekin Plan Commission found that the proposed dog daycare use was not an appropriate home occupation use to be conducted in a residential neighborhood and that it is a use that would be almost impossible to monitor and control if a Special Use were granted to allow the use. The members of the Pekin Plan Commission further found that given the number of neighboring property owners speaking in opposition to the proposed dog daycare use, the use was having a negative impact on the neighborhood and did not meet the criteria for a home occupation. By a unanimous vote, the members of the Pekin Plan Commission recommended denial of the request for Special Use Authorization to conduct a dog daycare use for less than three animals at 1102 Chestnut Street.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: During the Public Hearing, concerns were expressed by neighboring property owners in opposition to the proposed granting of Special Use Authorization to conduct a dog daycare use for less than three animals at 1102 Chestnut Street. Phylis Janssen of 1218 N. 11th Street, which is located directly to the west of the property at 1102 Chestnut Street, explained that Ms. Shanks never stopped conducting the dog daycare use even after being denied by the City Council and that she constantly has 7 to 8 dogs on the property. Ms. Janssen continued by stating that the dogs being kept in the yard at 1102 Chestnut Street are constantly barking and fighting and that given the noise being created, she cannot open the windows in her home. Ms. Janssen ended by stating that she wants the unlawful dog daycare use ceased so that she can enjoy her home again.

Sandra Coffey of 1103 Chestnut Street stated she did not doubt that Ms. Shanks loves dogs, but that the unlawfully conducted dog daycare use has created strife in the neighborhood. Ms. Coffey further stated that the barking of the dogs and the traffic and parking issues created by people dropping off their dogs, has been a disturbance to the neighborhood and that a use of this nature would be better conducted in the country.

Several clients of Ms. Shanks, who do not reside in the neighborhood where the unlawful dog daycare use is being conducted, appeared before the Plan Commission and spoke in favor of the Special Use being sought by Ms. Shanks.

IMPACT IF APPROVED: Should the requested Special Use be approved, neighboring residential property owners would continue to be adversely affected by the noise of the barking dogs, offensive smells generated by the dogs and the traffic and parking issues created by

tenants of Ms. Shanks. Furthermore, Ms. Shanks would be permitted to conduct a home occupation use that does not meet the criteria set forth in the City Code and would continue to adversely impact neighboring property owners.

IMPACT IF DENIED: The dog daycare business being unlawfully conducted at 1102 Chestnut Street would cease operation and be re-located to the appropriate zoning district or out of the City limits and all negative impacts reported by neighboring property owners would be eliminated.

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

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Pekin Planning Commission Meeting
 111 S. Capitol Street
 City Council Chambers 2nd Floor
 August 8, 2018
 5:30 PM

Pledge of Allegiance

- I. Roll Call
- II. Agenda Approval
- III. Minutes Approval for July 11, 2018 meeting
- IV. City Council Action Report
- V. Applications and Hearings
- VI. Informal
- VII. Public Input
- VIII. Adjourn

Application #1: Consideration of a petition submitted by Deanna Shanks for a Special Use Petition for a home occupation to conduct a dog daycare use for less than 3 animals at a property located at 1102 Chestnut Street with a Legal Description of SEC 35 T25N R5W Bush's Subd.7 Lot 191 (65' x 110' Exc. S 5') NE ¼ with the following P.I.N.# 04-04-35-214-003 in Tazewell County, Illinois.

Application #2: Consideration of a Petition for a Map Amendment submitted by Hornecker Properties, LLC. for the Re-Zoning of property currently zoned RT-2 (Two Family Residential) to RM-1 (Multiple Family Residential) for the purpose of constructing multi-family housing on certain property located on El Camino Drive, with P.I.N. Numbers of a part of P.I.N.# 10-10-11-400-034 and all of P.I.N.# 10-10-11-400-009, with the following Legal Description:

Being a part of the Southeast Quarter of Section 11, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois; more particularly described as follows:

Commencing at a found capped iron rod at the Southwest corner of the said Southeast Quarter of Section 11; Thence South 85°43'40" East (Bearing Assumed), along the South line of the said Southeast Quarter a distance of 71.91 Feet, to the point of beginning; Thence North 01°57'55" East along the East line of a tract of land shown in Plat Book "RR", Page 169 in the Tazewell County Recorder's Office, a distance of 534.11 Feet, to the South Right-of-Way line of El Camino Drive; Thence South 86°50'16" East, along the South Right-of-Way line of El Camino Drive, a distance of 524.29 Feet, to the Northwest corner of a tract of land shown in Plat Book "TT", Page 161; Thence South 03°04'33" West, along the west line of said tract, a distance of 213.77 Feet; Thence South 85°38'35" East, along the South line of said tract, a distance of 120.03 Feet, to the Southwest corner of said tract; Thence South 03°04'33" West, a distance of 330.00 Feet; Thence North 85°43'40" West, along the South line of the said Southeast Quarter, a distance of 634.08 Feet, to the point of beginning; Containing 7.332 Acres more or less; Subject to any and all Right-of-Ways, Easements, Covenants and/or agreements of record.

Application #3: Conduct a Site Plan Review of a request by Kenneth C. Thomas for the construction of a new parking lot to provide additional parking for Post Office employees at certain property located at 313 S. 6th Street with a Legal Description of SEC 2 T24N R5W Colts Addn. North 30 Feet of South 62 Feet of Lot 5 NW 1/4 in Tazewell County, Illinois, with the following P.I.N.# 04-10-02-100-003.

Public Input:

Adjourn:

John R. Lebegue, Secretary
Pekin Planning Commission

Attachment: August 8, 2018 Plan Commission Packet (1494 : Request for Special Use Authorization for a dog daycare use for less than three

Pekin Planning Commission Meeting
 Council Chambers
 111 South Capitol Street, 2nd level
 July 11, 2018
 5:30pm

Present:

Bill Craig, Chair
 Steve Thompson
 Chris Deverman
 Tim Bonnette

James Ruth
 Ron Knautz
 Amy Wilson
 Don Hild

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

Staff present: John Lebegue, Building Inspections/Development Director, and Attorney Sue Bosich.

MOTION by Chris Deverman to approve the July 11, 2018 Agenda, Seconded by Ron Knautz. On roll call vote, all present voted AYE. Motion approved.

MOTION by Steve Thompson to approve the minutes of June 13, 2018, Seconded by James Ruth. On roll call vote, all present voted AYE. Motion approved.

Council Action Reports:

Chairman Bill Craig reported that at the June 18, 2018 regular meeting, the City Council concurred with the recommendation of the Plan Commission, and unanimously approved the Map Amendment request to rezone the property at 313 S. 6th Street from RM-3 (Multiple Family Residential) to OS-1 (Office Service District).

Application #1: Review and consideration of a petition for a Map Amendment to rezone properties on Dane Kelsey Drive.

Hearing #1 (#07-1917): Consideration of a Petition for a Map Amendment submitted by Lake Whitehurst Cliffs, Inc. for the Re-Zoning of property currently zoned R-2, (One-Family Residential to RT (Two-Family Residential) to have the ability to construct two-family dwelling on certain vacant property located at 2013 Dane Kelsey Dr., 2017 Dane Kelsey Dr., 2021 Dane Kelsey Dr., with the following Legal Descriptions:

SEC 26 T25N R5W Lake Whitehurst Cliffs SEC 1 Lot 15 NE ¼ in Tazewell County, Illinois, with P.I.N.# 04-04-26-201-008, with a street address of 2013 Dane Kelsey Dr.

SEC 26 T25N R5W Lake Whitehurst Cliffs SEC 1 Lot 16 NE ¼ in Tazewell County, Illinois, with P.I.N.# 04-04-26-201-007, with a street address of 2017 Dane Kelsey Dr.

SEC 26 T25N R5W Lake Whitehurst Cliffs SEC 1 Lot 17 NE ¼ in Tazewell County, Illinois, with P.I.N.# 04-04-26-201-006, with a street address of 2021 Dane Kelsey Dr.

Open Public Hearing: 5:35 pm

Bill Craig, Chairman, entertained a motion for discussion.

Motion made by James Ruth, seconded by Steve Thompson, to open discussion.

Chairman Bill Craig opened the discussion and asked if there was anyone here to speak in regard to the issue.

David Whitehurst, representing Lake Whitehurst Cliffs, Inc., came forward and addressed the members of the Plan Commission in regard to the rezoning request. Mr. Whitehurst explained that he is seeking the rezoning of Lots 15, 16 and 17 for the purpose of constructing duplexes on the currently vacant lots. Mr. Whitehurst further stated that the units would not be rentals and that the value of each duplex building would be \$500,000 and be owner occupied. Mr. Whitehurst ended by stating that he did not intend to build any spec duplexes if the rezoning of the lots were approved and that the duplexes would only be constructed if there were intended owners.

Cynthia McCammon Johnson of 2009 Dane Kelsey Drive then came forward and explained that her home was directly to the south of Lot 15, which was one of the lots that was the subject of the rezoning request and that she purchased the property with the expectation that any new construction to the north of her home would be single family residences. Ms. Johnson continued by stating that she was strongly opposed to the rezoning of the property to RT-2, as the construction of duplexes would be contrary to the established development pattern of the block and neighborhood. Ms. Johnson concluded by stating that allowing the construction of duplexes on the three lots would be spot zoning and that it would not be logical to sandwich in the duplexes between the existing single family homes.

Robert Stash of 2029 Dane Kelsey Drive came forward and stated that he did not want to see the lots rezoned to allow the construction of duplexes and felt that such development would negatively impact the property values of homes in the neighborhood.

Ron Miller of 2003 Dane Kelsey Drive came forward and explained that he owns two properties in that subdivision and felt that the rezoning was not appropriate and did not feel that there was a strong market for high value duplexes that Mr. Whitehurst intends to construct on the lots. Mr. Miller further stated that he believed that property values would be lowered if the rezoning was approved and duplexes were allowed to be constructed.

Carolyn Ferrell of 2033 Dane Kelsey Drive came forward and stated that she was opposed to the rezoning and that the construction of duplexes on those lots was inappropriate for the neighborhood.

Close Public Hearing: 5:52 pm.

Commissioner James Ruth asked if there was a homeowner's association for the neighborhood on Dane Kelsey Drive that set out standards of how the lots could be developed.

Mr. Whitehurst answered that, no, there was no homeowners association for that subdivision.

Commissioner Don Hild had questions and concerns as to the impact on the home at 2009 Dane Kelsey if the lots were rezoned and duplexes were constructed.

Commissioner James Ruth stated that he was initially in favor of the rezoning request, but given the fact that there are other lots available in that subdivision that are zoned RT-2 and are not being purchased or developed, changed his opinion on the matter.

Chairman Bill Craig the stated that in his opinion, the zoning for that subdivision had been set and he was very hesitant to make any changes to the established development pattern. Chairman Craig further stated that if the property at 2009 Dane Kelsey had not been developed with a single family residence his opinion might be different.

Chairman Bill Craig called the question on the request for a map amendment to rezone the properties on Dane Kelsey Drive from R-2, Single Family Residential District to RT-2, Two Family Residential District. On a roll call vote, all present voted Nay. Motion failed.

No public input.

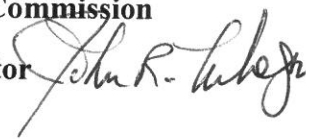
Chairman Bill Craig then explained to the other Commissioners that in the coming months he wanted to look at making changes to the code and to make adjustments to the fees being charged for zoning applications, as the current application fee of \$85.00 does not adequately cover the costs and time it takes to process zoning and development applications.

Motion made by Ron Knautz, seconded by Chris Deverman to adjourn. On roll call vote, all present voted Aye. Motion approved. Meeting adjourned at 6:05 pm.

Respectfully submitted:

John R. Lebegue, Building Inspections / Development Director

MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission
FROM: John R. Lebegue, Building Inspections / Development Director 
DATE: August 1, 2018
RE: Petition for Special Use Authorization for dog daycare use for less than 3 animal at 1102 Chestnut Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Deanna Shanks, owner, of Let's Get Giggy With It Pet Services at 1102 Chestnut Street, has submitted a second, amended petition for Special Use Authorization to conduct a dog daycare home occupation use for less than 3 animals from a residential home located at 1102 Chestnut Street. On October 11, 2017, the Plan Commission previously considered a request for a Special Use to conduct a dog daycare / boarding home occupation use from a residential home located at 1102 Chestnut Street, and recommended denial of that Special Use request. At its October 23, 2017 regular meeting, the City Council concurred with the recommendation of the Plan Commission and denied the Special Use authorization. As was previously pointed out, in the current City of Pekin Zoning Code, a dog daycare use is not specifically permitted or prohibited in an R-4, One Family Residential District, but pursuant to Section 9-4A-2, B), (3), a stable or kennel use represents a prohibited home occupation. The dog daycare use that continues to be unlawfully conducted at the property at 1102 Chestnut Street was initially discovered as the result of a citizen complaint. As a result of the continued unlawful conduction of the dog daycare use at 1102 Chestnut Street, this matter was recently taken to City Court to cease the unauthorized use. After the matter was taken to City Court, it was decided that Ms. Shanks would be allowed to submit an amended Special Use request for less than 3 animals, and that is the nature of the request that is now being considered.

PROPERTY INFORMATION

Relevant Zoning Code Section: Section 9-4A-2, (B), (4): Any proposed home occupation that is neither specifically permitted by subsection B2 of this Section nor specifically prohibited by subsection B3 of this Section shall be considered a special use and be granted or denied upon consideration of those standards contained in subsection B1 hereof and under the procedures specified in Section 9-4A-3, "Special Uses", of this Article.

Property Address: 1102 Chestnut Street

Current Zoning Classification: R-4, One Family Residential District

Current Use: Single Family Residence

ANALYSIS AND DISCUSSION

In evaluating the proposed dog daycare use it should be noted that, as was previously stated, a kennel use itself represents a prohibited home occupation in a Residential Zoning District under Section 9-4A-2, B), (3) of the Zoning Code and a kennel is defined as follows:

KENNEL, COMMERCIAL: Any lot or premises on which three (3) or more dogs, cats or other household pets are either permanently or temporarily boarded for remuneration.

Per the definition of kennel, if 3 or more dogs are boarded then the use constitutes a kennel use and can only be lawfully conducted in the I-1, Light Industrial District and the I-2, General Industrial District.

In determining the appropriateness of a home occupation and the affects the home occupation may create for the neighborhood it which the home occupation is located, a home occupation shall not create any of the situations detailed in the following section of the Zoning Code:

Section 9-4A-2, (B) Home Occupations:

1. No home occupation shall be permitted that:
 - a. Changes the outside appearance of the dwellings or is visible from the street;
 - b. Generates traffic, parking, sewerage or water use in excess of what is normal in the residential neighborhood;
 - c. Creates noise, vibration, glare, fumes, odors or results in electrical interference or becomes a nuisance;
 - d. Results in outside storage or display of anything including signs;
 - e. Requires the employment of anyone in the home other than the dwelling occupant;
 - f. Requires exterior building alterations to accommodate the occupation;
 - g. Occupies more than twenty five percent (25%) of the ground floor area of the dwelling or fifty percent (50%) of the ground floor area of any detached garage or occupies more than fifty percent (50%) of a basement, and in no instance shall space in the aggregate exceed five hundred (500) square feet of floor space;
 - h. Requires parking for customers that cannot be accommodated on the site and/or not exceeding one parking space at curb side on the street;
 - i. Requires the delivery of goods or the visit of customers before seven o'clock (7:00) A.M. and after nine o'clock (9:00) P.M.

j. that involves retail sales of any type directly from the premises.

The applicant has submitted a very detailed Special Use Application Addendum that provides information as to the nature of the use being proposed and how the use meets the required findings of fact.

Given the nature of the dog daycare use, whereby pets are transported to and from the subject property, the dog daycare use would result in an increase in the level of traffic normal for a residential neighborhood and has the potential to impact the availability of on-street parking spaces. The dog daycare use also can create noise and odors that can be a nuisance for neighboring property owners, and the noise created by the use was the basis of the complaints the Building Inspection Department has received from neighboring property owners in regard to the use. If pets were dropped off or picked up before 7:00 A.M. and after 9:00 P.M., the use would not be in compliance with the requirement that the visit of customers not be made during those hours. Lastly, the Building Inspections Department received a complaint on the morning of August 3, 2018 from Mrs. Janssen of 1218 N. 11th Street, which is directly behind 1102 Chestnut Street, reporting that there were 7 to 8 dogs in the rear yard of the property at 1102 Chestnut Street and that the dogs were constantly barking, growling and fighting and disturbing the neighborhood.



City of Pekin- Zoning and Inspections Department
111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

RECEIVED
6/27/2018

SPECIAL USE APPLICATION

Address of Requested Special Use: 1102 Chestnut St., Pekin, IL 61554

Applicant Name: Deanna Shanks d/b/a Let's Get Giggy With It Pet Services

Address: 1102 Chestnut St., Pekin, IL 61554

Phone #: _____ Cell Phone #: 309-453-6027 E-Mail: giggypetservices@gmail.com

Owner Name: Same

Address: _____

Phone #: _____ Cell Phone #: _____ E-Mail: _____

Attorney / Representative: Valerie M. Moehle

Address: 410 Broadway, Pekin, IL 61554

Phone #: 309-347-4141 Cell Phone #: _____

Phone #: _____ Cell Phone #: _____ E-Mail: vmoehe@msandllegal.com

Property Information:

Lot Area: 60x110 Zoning District: R-4 Present Use: residential

Use of Adjacent Property & Zoning:

North: residential South: residential

East: residential West: residential

Property Identification Number: 04-04-35-214-003

Legal Description: (Attach Separate Page)

Lot 191, except the South five feet of even width, of Bush's Subdivision No. 7 in the City of Pekin, as shown on Plat recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois, in Plat Book "R", Page 425, situated in Tazewell County, Illinois.

Attachment: August 8, 2018 Plan Commission Packet (1494 : Request for Special Use Authorization for a dog daycare use for less than three

SPECIAL USE APPLICATION ADDENDUM

DEANNA SHANKS d/b/a Let's Get Giggy with It Pet Services

1. **The proposed special use is consistent with the Comprehensive Plan.** The Comprehensive Plan does not address home occupations that would require a special use nor does it specifically address quality of life. However, inherent in the nature of a Comprehensive Plan is to create a framework under which a community can thrive. Communities thrive when they provide the resources for quality of life for their residents. Many residents are pet owners who from time to time have a need to have their pets cared for. There are many businesses that provide these services, from dog-walking, to letting out and feeding animals, to in-home animal care to full-fledged kennels with cages and concrete floors. Many owners and pets find the commercial kennel arrangement to be stressful and not providing the type of care needed by the pet. As a result, pet caregivers have offered to care for pets in their homes where the pet can have a less stressful environment while the owner is gone. Having this type of quality of care for pets is one of the many things that a community can offer to provide quality of life to its residence. It would not make sense for a community to say to its residents – if you require care for your pet, you must take it to a commercial kennel – you are prohibited from paying someone else to care for your pet in their home. The Comprehensive Plan states: “As with most communities, the predominant land use in Pekin is residential. Within the residential areas can be found land uses that support the neighborhoods, such as schools, parks, libraries, public buildings such as governmental buildings and churches.” In home care for pets is the type of land use within a residential area that supports the neighborhoods.
2. **The establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.** Applicant originally applied for a special use for a dog daycare/boarding use. The proposed used is not like a commercial kennel in that there are no outside cages, dogs runs, concrete floors, etc. The use was denied in total without any opportunity for Applicant to accept adjustments or limitations that would meet any concerns proposed by the use. With this application, the Applicant is requesting permission to conduct in home care for other person's pets, limited to no more than two pets for which she would receive compensation at any time. By limiting to two pets at a time, she would be under the limit under which she would be designated as a kennel. There is nothing inherent in caring for two pets that is detrimental to or endangers the public health, safety, morals, comfort or general welfare. In addition, Applicant is licensed by the State of Illinois as a licensed Kennel Operator (see copy of license, attached).
3. **The Special Use will not be injurious to the use and enjoyment of other**

property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood. The care for two pets does not inherently create any of these issues. However, if there are special concerns of neighboring properties that need to be addressed, these can be addressed as conditions of the Special Use.

4. **The establishment of the Special Use will not impede the normal an orderly development and improvement of the surrounding property for uses permitted in the district.** The in home care of two pets will not create this impediment.
5. **Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.** The Applicant will have customers drop off their animals from time to time, which can either be done by pulling into her driveway or parking on the street. The animals will be exercised in her yard, so local sidewalks will not be used by her for walking animals. The back yard is enclosed with a 6' privacy fence. Applicant will clean up pet defecation from her yard at least once daily in good weather and as often as reasonably possible in inclement weather. Her yard is sprayed every 21 days for fleas, ticks and mosquitos by a commercial pest control service. She also sprays the yard once each month with an odor eliminator. She owns and uses sonic eggs which help discourage some dogs from barking.
6. **Adequate measures have been or will be taken to provide ingress and egress to designed as to minimize traffic congestion in the public streets.** The Applicant will have customers drop off their animals from time to time, which can either be done by pulling into her driveway or parking on the street. She lives on a corner lot, so there is ample on street parking available.
7. **The Special Use is necessary for public convenience at this location.** This type of special use must necessarily always take place in a residential neighborhood where the service to customers can be provided in a home-like environment.

CONCLUSION: Applicant's previous request for a Special Use was denied. However, Applicant was never given the opportunity to accept limitations or restrictions on the Special Use. This particular use, by its nature, will always be requested in a Residential Neighborhood. Therefore, the question is not whether or not it is a permissible Special Use in this neighborhood, but whether restrictions and parameters can be placed on the use that allow the use to meet the finding of fact standards. For example, limiting the number of customer's pets, prohibiting the use of the air horn (something the neighbors had complained about), requiring the yard be sprayed for pests, requiring the use of an odor eliminator; limiting customer drop off and pick up hours, etc. Applicant respectfully requests the opportunity to provide this service to pet owners in her home in the same manner in which it is provided in homes throughout the city by others.



Bruce Rauner, Governor
Raymond Poe, Director

Division of Food Safety & Animal Protection, Bureau of Animal Health & Welfare
 State Fairgrounds | P.O. Box 19281 | Springfield, IL 62794-9281 | 217/785-4734 | Fax 217/558-6033

Mail Address

Let's Get Giggy With It Pet Services
 1102 Chestnut Street
 Pekin, IL 61554

Physical Address

Let's Get Giggy With It Pet Services
 1102 Chestnut Street
 Pekin, IL 61554

ATTN Licensee:

Kennel Operator License # 037-15109

Below is your Kennel Operator license for State Fiscal Year 2019 valid for the period July 1, 2018 through June 30, 2019.

Please cut along the line and display the license in a prominent location in your place of business.



Pekin Daily Times: Please publish one time on the 20th day of July, 2018.

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for a Special Use Petition for a home occupation to conduct a dog daycare use for less than 3 animals at a property located at 1102 Chestnut Street with a Legal Description of SEC 35 T25N R5W Bush's Subd.7 Lot 191 (65' x 110' Exc. S 5') NE ¼ with the following P.I.N.# 04-04-35-214-003 in Tazewell County, Illinois.

Said **Public Hearing** of the above petition to be held at a regular Meeting of the **Pekin Planning Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 8th day of **August, 2018**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

Dated this 17th day of **July, 2018**.

John R. Lebegue, Secretary
Pekin Planning Commission



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Current Resident/Owner,

Notice is hereby given that a **PUBLIC HEARING** will be held for a Special Use Petition submitted by Deanna Shanks for a home occupation to conduct a dog daycare use of less than 3 animals at a property located at 1102 Chestnut Street with a Legal Description of SEC 35 T25N R5W Bush's Subd.7 Lot 191 (65' x 110' Exc. S 5') NE ¼ with the following P.I.N. # 04-04-35-214-003 in Tazewell County, Illinois.

Said review of the above petition to be held at a regular Meeting of the **Pekin Plan Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **8th day of August, 2018**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

John R. Lebegue
Building Inspections / Development Director
City of Pekin

John R. Lebegue
Building Inspections / Development Director
jrlebegue@ci.pekin.il.us
Office: (309) 478-5370

Attachment: August 8, 2018 Plan Commission Packet (1494 : Request for Special Use Authorization for a dog daycare use for less than three

MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission

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

DATE: August 1, 2018

RE: Petition for a Zoning Map Amendment to rezone certain property on El Camino Drive from RT-2, Two-Family Residential to RM-1, Multiple Family Residential District for the purpose of constructing multiple family housing on the subject property.

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Hornecker Properties, LLC, applicant, has submitted an application for a Zoning Map Amendment to change the zoning classification of certain property located on El Camino Drive from its current zoning classification of RT-2, Two-Family Residential District to RM-1, Multiple Family Residential District, for the purpose of constructing multiple family housing on the currently vacant parcels. The parcels that are the subject of the proposed re-zoning are described as detailed in the attached legal descriptions and possess P.I.N. numbers of a part of P.I.N. # 10-10-11-400-034 and all of P.I.N. # 10-10-11-400-009.

PROPERTY INFORMATION

Relevant Zoning Code Sections: Section 9-12-6, Amendments, Section 9-4C-1, RM-1, Multiple Family Residential District and Section 9-4B-1, RT-2, Two-Family Residential District

Property Address: El Camino Drive (No assigned street address)

Current Zoning Classification: RT-2, Two-Family Residential District

Proposed Zoning Classification: RM-1, Multiple Family Residential District

Current Use: Vacant land

Use of Adjacent Property & Zoning:

North: RT-2, Two-Family Residential District
RM-3, Multiple Family Residential District

South: Unincorporated Tazewell County

East: RT-2, Two-Family Residential District

West: R-2, One-Family Residential District

ANALYSIS AND DISCUSSION

Pursuant to Section 9-12-6 of the City Code, the City Council may from time to time amend, supplement or change by ordinance the boundaries of districts or regulations herein established. Any amendment, supplement or change shall first be submitted to the Planning Commission for its recommendation and report, therefore the rezoning request of Hornecker Properties, LLC is being submitted for the required review and recommendation.

Upon review of the rezoning request, the proposed change in zoning from RT-2, Two Family Residential District to RM-1 Multiple Family Residential District is consistent with the goals and objectives of the Comprehensive Plan and is compatible with the adjacent land uses and zoning districts. As a point of recent zoning history for that area, on October 9, 2013, the Pekin Plan Commission recommended approval of the rezoning of property to the east of the current subject property from B-3, General Business District to RM-1, Multiple Family Residential District and also recommended Site Plan Approval to allow Jeff Hornecker construct 6 duplex buildings on the site. (The minutes of the Plan Commission and City Council from the previous re-zoning on El Camino Drive are attached for your reference)

To maintain a lower density to be compatible with previous developments and adjacent land uses, Hornecker Properties proposes to construct a development similar to the previous development and proposes the construction of 8 duplex buildings on the subject property, for a total density of 16 units. Pursuant to the RM-1, Multiple Family Residential District density regulations of Section 9-9-1 of the City Code, 9 units per acre, or a total of 67 living units could be constructed on the subject property, given a total acreage of 7.51 acres. The density of the potential development is far under the allowed density and a large portion of the subject property has a pond on it, which would address the stormwater requirements for the development.

This request only pertains to the amendment of the zoning classification, from its current zoning classification of RT-2, Two-Family Residential District to RM-1, Multiple Family Residential District, and if the rezoning request is approved, a detailed Site Plan will be prepared and be brought back to the Plan Commission for the conduction of a formal Site Plan Review.



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City of Pekin- Zoning and Inspections Department
111 S. Capitol Street, Pekin, Illinois 61554 - (309) 477-2315

ZONING MAP AMENDMENT APPLICATION

Applicant Name: HORNECKER PROPERTIES, LLC (JEFF HORNE)
Address: 42 OAKHILL CT. PEKIN, IL 61554
Phone #: 309-353-3518 **Cell Phone #:** 309-696-3349 **E-Mail:** jeff.horne@outlook.com
Property Interest of Applicant: PIN # 10-10-11-400-034 - 10-10-11-400-009

Owner Name: GINGOTEAGUE LAND CORP - 1AA BURNSIDE
Address: 1333 EL CAMINO DR.
Phone #: 309-346-7890 **Cell Phone #:** _____ **E-Mail:** _____

Attorney / Representative: ADAM MILLER
Address: 65. 4th ST. PEKIN, IL 61554
Phone #: 309-346-2161 **Cell Phone #:** _____ **E-Mail:** adam.miller@gric.com

Property Information:

Address of Property: ? No street address yet assigned
Lot Area: 7.51 ACRES **Zoning District:** RT-Two Family **Present Use:** Vacant land
Use of Adjacent Property & Zoning:
North: RT-2, RM-3 **South:** Unincorporated
East: RT-2 **West:** R-2
Property Identification Number: 10-10-11-400-034 / 10-10-11-400-009

Legal Description: (Attach Separate Page)

ATTACHEN



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City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

REASON FOR REQUEST:

A Zoning Map Amendment for the above property is requested as follows: _____

TO RECEIVE RM-1 ZONING

Explain how the Requested Zoning Classification Relates to the Comprehensive Plan: _____

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

[Signature]

Applicant Signature

6-21-2018

Date

CERTIFICATION BY PROPERTY OWNER

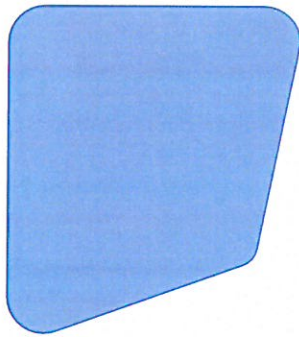
I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

[Signature]

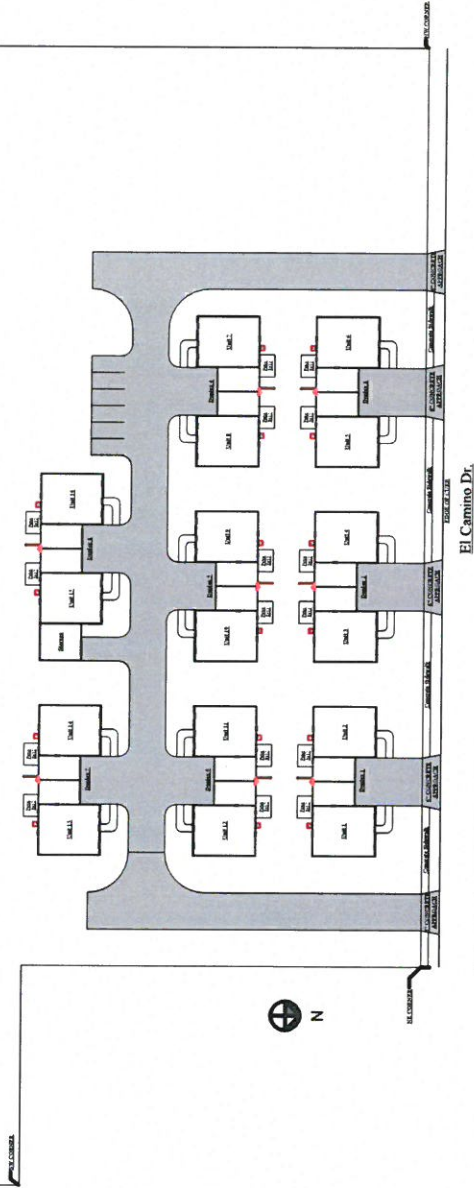
Applicant Signature

6-21-2018

Date



7.51 Acre



SITE PLAN

Hornecker Construction, Inc.
Designer/Builder & Remodeling
42 Oakhill Ct. Pekin, IL 61554

Phone: 309.353.3518 Cell: 309.696.3349
 Email: jeff.horn@outlook.com Web: www.horneckerconstruction.com

Hornecker Properties, LLC.
8 Duplexes
El Camino Dr.
Pekin, IL. 61554

Date: 6/22/2018
Drawings By:
Jeffrey Hornecker

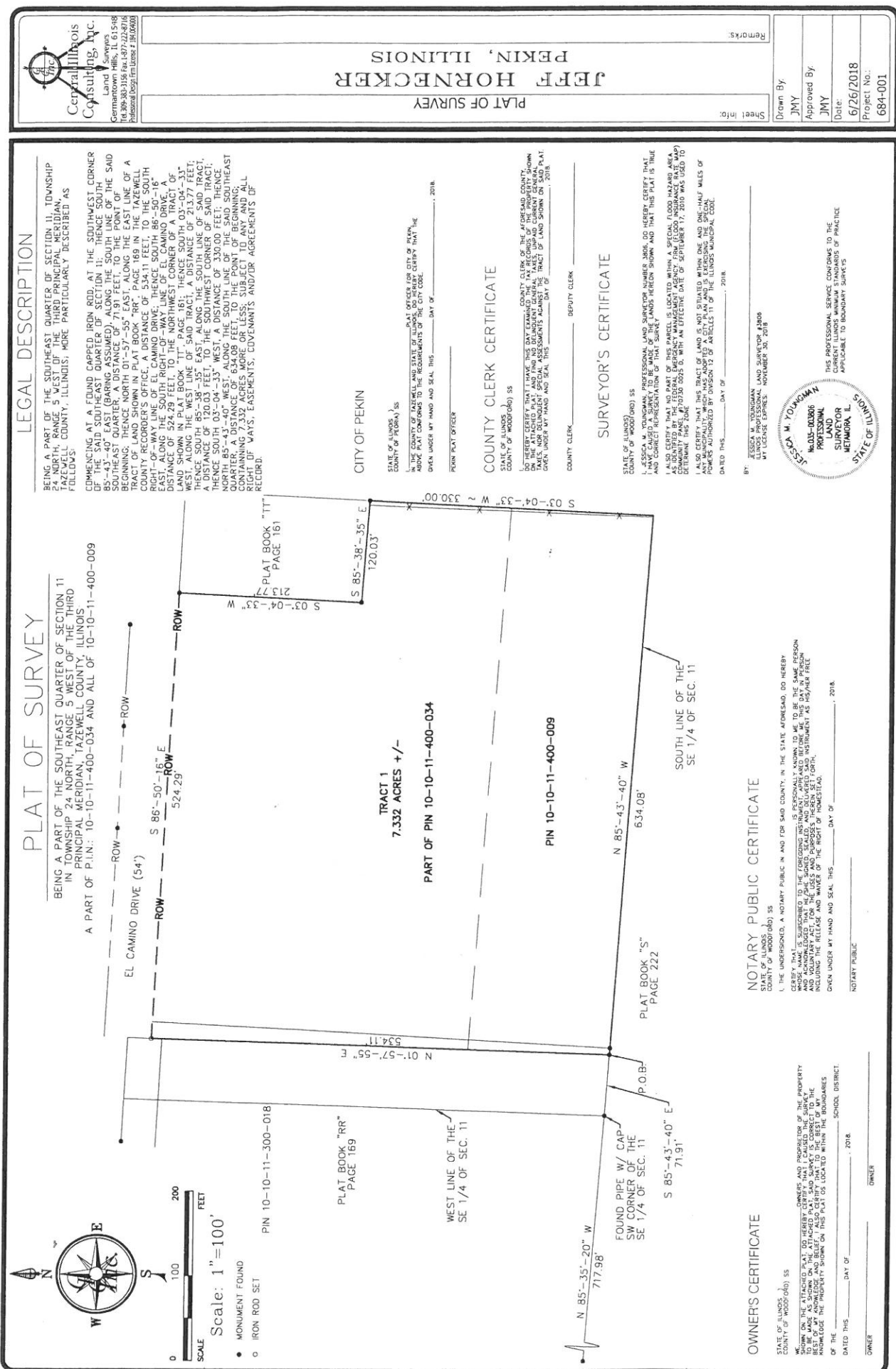
Attachment: August 8, 2018 Plan Commission Packet (1494 : Request for Special Use Authorization for a dog daycare use for less than three

City of Pekin Zoning change request

Attachment: August 8, 2018 Plan Commission Packet (1494 : Request for Special Use Authorization for a dog daycare use for less than three



	Use District	Lot Size/D.U. (area sq. ft.) Minimum Width: Avg. / Subdiv.		Maximum Height of Structure Sides in:		Minimum Yard Setback (per lot in) Ratio of Least Total				Maximum Percent of Lot Coverage (Per unit) One
			In ft.	Stories	Ft	Front	One	Two	Rear	
RT	Two-family Residential Multiple Family Residential District	4,000	40	2	25	25	10 (c) (b)	20 (c) (b)	30	40%
RM-1	Multiple- Family Residential District	9 units per acre	--	2	25	25 (e,f,m,)	15 (e,,n,m)	30 (e,n,m)	30 (e,m,o)	50%
RM-2	Multiple- Family Residential District	15 units per acre	--	2	25	25 (m)	15 (e,n,m)	30 (e,n,m)	30 (e,m,o)	50%
RM-3	Multiple- Family Residential District	22 units per acre	--	10	120	30 (e,m)	15 (f,e,m)	30 (f,e,m)	35 (o,m,f)	75%
RM-1 RM-2 RM-3	Common Lot Line or Zero Lot Line	2,400 3,200	Interior 24 Exterior 32	2	30	25(c)	Exterior 8/0 Interior 0	Exterior 8/0 Interior 0	30 (o,f)	50%





ILLINOIS
Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Current Resident/Owner,

Notice is hereby given that a **PUBLIC HEARING** will be held for a Petition submitted by Hornecker Properties, LLC. for the Re-Zoning of property currently zoned RT (Two Family Residential) to RM-1 (Multiple Family Residential) for the purpose of constructing multi-family housing on certain property located on El Camino Drive, with P.I.N. Numbers of, a part of P.I.N.# 10-10-11-400-034 and all of P.I.N.# 10-10-11-400-009, with the following Legal Description:

Being a part of the Southeast Quarter of Section 11, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois; more particularly described as follows:

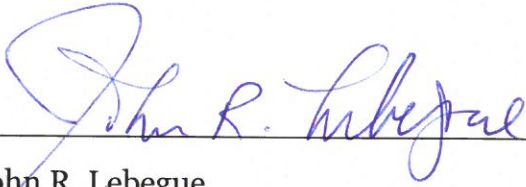
Commencing at a found capped iron rod at the Southwest corner of the said Southeast Quarter of Section 11; Thence South 85°43'40" East (Baring Assumed), along the South line of the said Southeast Quarter a distance of 71.91 Feet, to the point of beginning; Thence North 01°57'55" East along the East line of a tract of land shown in Plat Book "RR", Page 169 in the Tazewell County Recorder's Office, a distance of 534.11 Feet, to the South Right-of-Way line of El Camino Drive; Thence South 86°50'16" East, along the South Right-of-Way line of El Camino Drive, a distance of 524.29 Feet, to the Northwest corner of a tract of land shown in Plat Book "TT", Page 161; Thence South 03°04'33" West, along the west line of said tract, a distance of 213.77 Feet; Thence South 85°38'35" East, along the South line of said tract, a distance of 120.03 Feet, to the Southwest corner of said tract; Thence South 03°04'33" West, a distance of 330.00 Feet; Thence North 85°43'40" West, along the South line of the said Southeast Quarter, a distance of 634.08 Feet, to the point of beginning; Containing 7.332 Acres more or less; Subject to any and all Right-of-Ways, Easements, Covenants and/or agreements of record.

John R. Lebegue
Building Inspections / Development Director
jrlebegue@ci.pekin.il.us
Office: (309) 478-5370

Pekin
ILLINOIS
Community. Opportunity. Home.
City of Pekin- Zoning and Inspections Department
111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Said review of the above petition to be held at a regular Meeting of the **Pekin Plan Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **8th** day of **August 2018**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.



John R. Lebegue
Building Inspections / Development Director
City of Pekin

John R. Lebegue
Building Inspections / Development Director
jrlebegue@ci.pekin.il.us
Office: (309) 478-5370

Lebegue, John R.

From: James Craig <billandgayle46@yahoo.com>
Sent: Wednesday, July 25, 2018 6:59 AM
To: Donald Hild; Steve Thompson; Ron Knautz; Lebegue, John R.; James Ruth; ddagit@savantcapital.com; Deverman, Chris; awilson@F-W.com
Cc: Lebegue, John R.
Subject: Fwd: [EXTERNAL] Fw: Letter to Planning Commissioners regarding rezoning request on El Camino Dr.

Sent from my iPad

Begin forwarded message:

From: "Wilson, Amy" <awilson@F-W.com>
Date: July 24, 2018 at 9:29:28 PM CDT
To: William Craig <billandgayle46@yahoo.com>
Subject: FW: [EXTERNAL] Fw: Letter to Planning Commissioners regarding rezoning request on El Camino Dr.

Bill, Mr. Hadsall sent this letter below in regards to the hearing for the August meeting. He asked that it be distributed to all of the Planning Commissioners as he had difficulty finding contact information for us online himself through the city's website. Could you please forward it to everyone?

Thank you,

Amy Wilson, PLA, ASLA / Project Landscape Architect
 o / 309.689.9888 c / 309.202.9658
FARNSWORTH GROUP

From: Renna Hadsall <renna.john@yahoo.com>
Sent: Tuesday, July 24, 2018 7:11 PM
To: Wilson, Amy <awilson@F-W.com>
Subject: [EXTERNAL] Fw: Letter to Planning Commissioners regarding rezoning request on El Camino Dr.

July 23, 2018

City of Pekin Planning Commissioners

Pekin, IL 61554

Dear Planning Commissioners:

Probably the largest investment we make in our lives is our homes. My wife, Renna, and I purchased our home in 2007 at 1220 El Camino Dr.; at that time, it appraised at \$210,000. In 2012, the property was appraised for refinancing purposes and came in at \$220,000.

In 2013, Jeff Hornecker filed a rezoning request for a parcel of commercial property next to our home to RM-2 in order to build four buildings, four apartments per building totaling 16 units. We were in contact with the planning commissioner and city council at that time regarding our concerns; the zoning request was eventually approved for a RM-1. Construction began in 2014 on six buildings, two apartments per building for a total of 12 units in the 1300 block of El Camino. This construction has proven to be detrimental to the value of our home with the latest appraisal done in 2017 dropping the value on our property to \$172,000 – nearly a \$50,000 drop. Even with improvements made to our home, the value dropped over 20%! The only change in our neighborhood was the construction of the apartments which was referenced in the appraisal. We do not expect to ever be able to recoup the value on our home.

Mr. Hornecker is now looking to purchase the property directly behind and to the west of us and is asking for you to rezone it all to RM-1/Multi-Family. The property that Mr. Hornecker proposes be rezoned is currently zoned as RT/2-Family, just as the duplexes across the street from this location. We oppose the request for rezoning.

We understand that as a planning commissioner you have a responsibility to future developments in Pekin, but do not ignore your responsibility to established homeowners and our concerns about the values of our properties. Good development decisions should not lower or negatively impact the values of established properties. We would support Mr. Hornecker's development of the surrounding property at the current zoning of RT/2-family Residential, but oppose a project and rezoning that would further devalue our home on El Camino Dr.

Sincerely,

John Hadsall

1220 El Camino Dr.

Pekin, IL 61554

Phone: 309-241-5050

TO Journal Star: Please publish one time on the 24th day of July 2013

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for Re-Zoning of property located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 IN S $\frac{1}{2}$ of W $\frac{1}{2}$ SE $\frac{1}{4}$ 1.10AC with the following Pin #10-10-11-400-041 and including an additional 40' to the East of said property to be re-platted in Tazewell County, Illinois.

Said **Public Hearing** of the above petition to be held at a regular Meeting of the Pekin Planning Commission, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 14th day of **August 2013**, at the hour of **5:30 P.M.**

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

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

Dated this 23rd day of July 2013.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

TO Journal Star: Please publish one time on the 25th day of July 2013

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for the Proposed Site Plan of property located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 IN S $\frac{1}{2}$ of W $\frac{1}{2}$ SE $\frac{1}{4}$ 1.10AC with the following Pin #10-10-11-400-041 and including an additional 40' to the East of said property to be re-platted in Tazewell County, Illinois.

Said **Public Hearing** of the above petition to be held at a regular Meeting of the Pekin Planning Commission, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 14th day of **August 2013**, at the hour of **5:30 P.M.**

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

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

Dated this 23rd day of July 2013.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission Minutes

August 14, 2013

5:30pm

(sent:
 Jim Jones
 Daryl Dagit
 Steve Huey
 Steve Thompson
 James Ruth
 Bill Craig, Chairman
 Don Hild, Vice Chairman

Absent:
 Ron Knautz
 Erik Reader

Chairman, Bill Craig led the pledge of allegiance.

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

Staff Present: Ron Sieh

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

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

Chairman, Bill Craig asked for the Approval of the June 12, 2013 minutes.

(**MOTION** by Steve Thompson, Seconded by Steve Huey to Approve the June 12, 2013 minutes as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

July 8, 2013 Council Meeting:

Received and filed the minutes from the June 12, 2013 meeting.

Approved the following recommendations for Hearings:

Hearing #06-1866 & 06-1867 / To Approve the Site Plan and Special Use for a U-Haul Business at 100 N 13th Street. (6)Six Ayes and (1) Nay (John McCabe) Cody Hendric was absent.

PPC Correspondence: No Correspondence

Application #1: Jeff Hornecker, Owner

Hearing #1 (08-1868 & 08-1869): Rezoning and Site Plan of property located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 IN S ½ of W ½ SE ¼ 1.10AC with the following Pin #10-10-11-400-041 and including an additional 40' to the East of said property to be re-platted in Tazewell County, Illinois.

Open Public Hearing: 5:37pm

Attachment: August 8, 2018 Plan Commission Packet (1494 : Request for Special Use Authorization for a dog daycare use for less than three

Jeff Hornecker of 42 Oak Hill Ct was present, stated his case that the purchase of the property 1.33 AC is contingent upon the rezoning of the property to RM-2 and remained for questions.

James Bradshaw of 1207 El Camino Drive questioned why the zoning request was not advertised and placed on the agenda. He also feels the density is too high with RM zoning in this area for the proposed development. Stated the zoning of the property to RM-2 will not show good planning and transition zoning in this area along with not following the comprehensive plan proposed by the City. Requested the planning deny the request.

John Hadsell of 1220 El Camino Drive is concerned about Storm water runoff, 16 units with parking, dumpster location and transition from an R-1 to RM-2.

Marianne F Hume of 1203 El Camino Drive is concerned with parking due to people from the apartments now parking in front of her mailbox and causing the mail service to refuse delivery.

Ron Sieh stated zoning was not publicized because there were several options for Jeff Hornecker to rezone the property. OS-1 (Office Service District) would allow RM to take place and the Site Plan would not even be presented as it has no set limits. The Commission is required to review the Site Plan in an RM district so the Commission is aware of what is being proposed. The reason for the RM is because it is more user friendly than the OS-1 and allows everyone to know what is being proposed.

Steve Thompson questioned why there was no check list as usual with a Site Plan.

Ron Sieh explained the Site Plan was so the Commission would be aware of what was being proposed with the rezoning. Again a Site Plan would not have been submitted if he had chosen OS-1 with a higher density. Another issue that was brought up was the property to the West of the proposed project, the property was zoned by Tazewell County and when it was annexed into the City the R-1 Zone came along with it. The zoning was not assigned by the City. The only thing the Fire Department will look at on the Site Plan is where the Fire Hydrant is. They only look at ingress and egress on Commercial developments.

Close Public Hearing: 5:52pm

Rezoning Review Committee:

Daryl Dagit, Chairman

Motion by Daryl Dagit, seconded by Jim Jones to Approve the Rezoning of the property from B-3 (General Business District) to RM-2 (Multiple Family Residential) as presented. On Roll Call Vote. (4) Present Voted **AYE**. (2) (Daryl Dagit, Bill Craig) Voted **NAY**. (1) **Abstained** (Steve Huey) Motion **Approved**.

Before the vote Bill Craig, Chairman allowed Jeff Hornecker and Jim Bradshaw to speak a second time.

Jeff Hornecker stated he was a little confused as to why the current residents were worried about parking and traffic since they had purchased and moved into the Duplexes knowing there would be excess traffic and parking from the existing apartment buildings. When he first looked at the property he noticed that the R-property next to it was loaded with pickup trucks and snow plows in the front of

it. He assured everyone that he has strict rules for all of his properties, they are very well maintained which are more than he currently sees with single family homes in the City.

Jim Bradshaw stated that the R-1 zone for the property to the west of the proposed development is still R-1 regardless of how it came in. There needs to be transition zoning. Continued to state the density is not being met for the zoning plan.

Discussion continued among the commission regarding the zoning, density, fire, water retention and garbage pickup.

Jeff Hornecker responded the tenants would use City toters like the rest of the residents of the City. They will be Condominiums not apartments that will be rented out.

Ron Sieh responded that there is a water retention pond that was installed when the property was first developed as commercial. As to whether it will provide for runoff will have to be looked into and the storm water control will be installed accordingly before the development is allowed.

Site Plan Review Committee:
Don Hild, Chairman

Motion by Don Hild, seconded by Jim Jones to Approve the Site Plan as presented. On Roll Call Vote. (2)Two Present Voted **AYE**. (4)Four (Steve Thompson, Daryl Dagit, James Ruth, Bill Craig) Present Voted **NAY**. (1)One (Steve Huey) Present **ABSTAINED**. **Motion Declined**.

Don Hild inquired as to if this development is one or two stories.

Jeff Hornecker responded they are one story.

Bill Craig wants to see more detail on the Site Plan.

Don Hild expressed that the main reason for the hearing is for rezoning.

Daryl Dagit wants to see a check list and a more detailed site plan.

Motion to Amend the First Motion by Daryl Dagit, seconded by Steve Thompson to Recommend the applicant return to the Commission next month with an improved Site Plan showing more details. On Roll Call Vote. (4)Four Present Voted **AYE**. (1)One (Jim Jones) Present Voted **NAY**. (2)Two (Steve Huey & Don Hild) Present **ABSTAINED**. **Motion Approved**.

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

MOTION by Steve Thompson, Seconded by Jim Jones to Adjourn the Meeting. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Meeting adjourned at 6:12PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL**

**111 SOUTH CAPITOL STREET
ON MONDAY, SEPTEMBER 9, 2013, AT 5:30 O'CLOCK P.M.**

LAURIE L. BARRA * MAYOR * PRESIDING

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

ABSENT: NONE

The Pledge of Allegiance was led by Mayor Barra.

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

AGENDA

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

MINUTES

Council Member Hendricks asked that the minutes be amended to reflect that his correct vote on the motion to table the bid and award of the Annual Seal Coat Project was Nay. Motion by Council Member Orrick, seconded by Council Member McCabe, that the **minutes of the Regular City Council Meeting of August 26, 2013 be approved as amended**. On roll call vote all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Renna Hadsall, 1220 El Camino Drive, read from a prepared statement and for the record, her and husband John's objections to the development zoning proposed for El Camino Drive. The objections were density of the project, water run off, parking and garbage pickup, and no green space. A petition was submitted stating the undersigned opposed the request of Mr. Hornecker to have property on El Camino Drive to RM-3. Jeff Hornecker, 42 Oak Hill Court, responded to the concerns presented by the adjacent property owners. He asked Council to vote yes to the project and noted it would increase tax revenue. John Hadsall stated he did not oppose the project but rather the size of the development being 16 units. He felt the project did not fit the City of Pekin Comprehensive Plan.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports:	Inspection and Zoning Department Reports March, April, May, June, July; Building Reports March, April May, June, July; Liquor Commission draft Minutes dated August 22, 2013; and Human Rights Committee Minutes dated July 31, 2013.
7.2 Proclamation: "Intellectual Disabilities Week" September 20-22, 2013	"Moment of Remembrance September 11th"
7.3 Receive and File Bids for Veterans Drive	South Rt 9 to Rt 29 opened 8-22-13.
7.4 Receive and File Pekin Zoning Board of Appeals Minutes	dated August 14, 2013
7.5 Receive and File Pekin Planning Commission Minutes	dated August 14, 2013
7.6 Receive and File Pekin Planning Commission Hearings and Recommendations:	
a. Hearing #05-1868-recommends approval of the Rezoning of property from B-3 (General Business District) with a legal description of Sec 11 T24N R5W Tract 3 in S1/2 of W1/2 SE 1/4 PIN #10-10-11-400-041 and including an additional 40' to the East of said property	

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Financial Quarterly Report

City Treasurer James Wolf presented the Finance Report for three months ended July 31, 2013. He explained the most note worthy dollar amounts and their explanations which were highlighted on the Revenues Over Expenses – All City Funds, Major Revenue Sources, and Investment Earnings for the last quarter. New to the presentation was Supplemental Comments of Revenues Over Expenses. He noted it was a financially good 3 month report for the City.

NEW BUSINESS

Motion by Council Member Hendricks, seconded by Council Member Gillespie that the recommendation of the Pekin Planning Commission to **REZONE 1.10 ACRE PARCEL OF LAND ADJACENT AND WEST OF THE GINGOTEAGUE GENERAL STORE FROM B-3 (GENERAL BUSINESS) TO RM-2 RESIDENTIAL MULTIPLE FAMILY** be approved. Code Enforcement Officer Ron Sieh presented the recommendation of the Pekin Planning Commission to rezone property annexed in 1989. The new zoning would allow residential multiple family for the development of condominiums by Jeff and Cindy Hornecker. He advised the purchase of 40' to the east of said property, to be re-platted in Tazewell County, was contingent upon the rezoning of the 1.10 acre parcel. Each Council Member was given the opportunity to address the motion. Council Member Hendricks questioned the reasoning for the commission members' split votes that were not detailed in the Planning Minutes. Questions and concerns were addressed by Mr. Sieh. Council was given Florence housing units and Lakeside housing units as comparable constructions to the proposed development. Mr. Sieh pointed out that the unit numbers and size (952 sq ft) were appropriate for the 2 parcel acreage of 1.33, there was a retention pond on the property, and garbage would be picked up each week from toters not stationary dumpsters. Council was advised that the consideration before them was a matter of rezoning not the project. On roll call vote Ayes, Gillespie and Barra; Nays, Golden, Orrick, McCabe, Abel, and Hendricks. Motion Failed.

ORDINANCE NO. 2688-13/14

AN ORDINANCE AUTHORIZING BORROWING

Motion by Council Member Hendricks, seconded Council Member Abel that Ordinance No. 2688-13/14 be adopted. Assistant City Manager Darin Girdler requested Council's authorization to proceed with borrowing the money that was approved by Council on August 13, 2012 as part of the agreement and project with Avanti's Dome LLC. for the Griffin Drive Project. He advised that the City had negotiated with Pekin Community Bank for obtaining funds for a portion of the agreement by financing \$600,000 for a term not to exceed ten (10) years and at a rate not to exceed 3.0%. On roll call vote, Ayes, Orrick, Gillespie, McCabe, Abel, and Barra; Nays, Golden and Hendricks. Motion Carried.

Motion by Council Member Hendricks, seconded by Council Member Orrick that the **AGREEMENT WITH TAZEWEEL COUNTY for acceptance of a grant in connection with recycling** be approved. City Manager Joseph Wuellner presented the terms of the agreement which provided for the City to receive \$56,000.00 in grant funds to be used in support of the County approved recycling collection program. He advised that the County had interest in maintaining a recycling center in Pekin and they were looking at getting the City an additional \$12,700.00 funding to operate the relocated McDonalds drop-off. On roll call vote, all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Abel that the **TIF COMMERCIAL/RETAIL INTERIOR LOAN PROGRAM** expenditure in the amount of \$52,996.56 for 219 and 221 Court Street be approved. Leigh Ann Matthews, Tax Increment Financing Administrator for the Central Business District TIF, presented the recommendation for Pekin Main Street Design Committee the request to pay Maquet Inc. eligible amount of the program interior expenses addressing 219 and 221 Court properties to cover electrical, HVAC and plumbing systems. She advised Council that the money generated in the district needs to be invested back into the TIF district only. She also gave background information regarding the entire 200 Block project. Recently checked assessment records indicated that value of the area had raised \$112,000.00. Discussion followed. Council Member Orrick was told that a Business Plan by the applicant was not a requirement of the program but was submitted to a bank for a loan by the applicant. Council was advised that the program's financial intent was for improvements of structures not operations of applicant. Greg Ranney, a Member of the Design Committee, and Todd Thompson, the owner and developer

TO Journal Star: Please publish one time on the 18th day of September 2013

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for Re-Zoning of property from B-3 (General Business District) to RM (Multiple Family Residential); RT (Two Family Residential) or OS-1 (Office Service District) located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 IN S $\frac{1}{2}$ of W $\frac{1}{2}$ SE $\frac{1}{4}$ 1.10AC with the following Pin #10-10-11-400-041 and including an additional 40' to the East of said property to be re-platted in Tazewell County, Illinois.

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

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

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

Dated this 17th day of September 2013.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

TO Journal Star: Please publish one time on the 18th day of September 2013

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for the Proposed Site Plan of property located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 IN S $\frac{1}{2}$ of W $\frac{1}{2}$ SE $\frac{1}{4}$ 1.10AC with the following Pin #10-10-11-400-041 and including an additional 40' to the East of said property to be re-platted in Tazewell County, Illinois.

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

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

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

Dated this 17th day of September 2013.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission Minutes

October 9, 2013

5:30pm

Present:

Jim Jones
 Steve Huey
 Erik Reader
 Steve Thompson
 James Ruth
 Bill Craig, Chairman
 Ron Knautz

Absent:

Don Hild, Vice Chairman
 Daryl Dagit

Chairman, Bill Craig led the pledge of allegiance.

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

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

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

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

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

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

City Council Action Report:

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

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

Application #1: Jeff Hornecker, Developer/Buyer

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

Open Public Hearing: 5:32pm

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

Attachment: August 8, 2018 Plan Commission Packet (1494 : Request for Special Use Authorization for a dog daycare use for less than three

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

8.2.a

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

Close Public Hearing: 5:36pm

Re-Zoning Review Committee:
Daryl Dagit, Chairman

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

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

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

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

Site Plan Review Committee:
Don Hild, Chairman

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

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

Informal: Proposed Tea Room in a Residential Area.

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

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

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

Ron stated that even though the property is setup for a business it is zoned R-4 (Single Family Residential). Yes, it was a church in the past but they are allowed

in Residential zoned areas. The problem is the building has been vacated years and so it has lost its definitive status. The only two solutions are to change the zoning to OS-1 to fit the usage or show a hardship for a variance before the ZBA so the business status could be reverted. If there were any zoning changes to take place in that area, all residents within a 300' radius would need to be notified and would have an opportunity to give input.

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

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

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

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

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

Meeting adjourned at 6:00PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET**

ON MONDAY, OCTOBER 28, 2013, AT 5:30 O'CLOCK P.M.

LAURIE L. BARRA * MAYOR * PRESIDING

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

ABSENT: NONE

The Pledge of Allegiance was led by Council Member Timothy Gillespie.

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

AGENDA

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

MINUTES

Motion by Council Member Gillespie, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of October 15, 2013 and the Special Council Meeting of October 8, 2013, be approved as written**. On roll call vote all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

John Hadsall 1220 El Camino Drive, addressed the Council regarding the rezoning ordinance on El Camino Drive. He stated that he originally opposite the construction of the units but since the 4 unit buildings were scaled down to 6 duplex units the change would allow the residents to support the project. He voiced concern about the drainage of the complex, the fencing, and the garbage receptacles. He presented photos of his concerns for the record. Mr. Hadsall asked that Council continue to scrutinize all development in the future..

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports: Mayor's Advisory Committee for People with Disabilities Minutes dated April 11, 2013 and August 8, 2013.

7.2 Receive and File Pekin Planning Commission Minutes dated October 9, 2013

7.3 Receive and File Pekin Planning Commission Hearings and Recommendations:

- a. Hearing #10-1872 recommends approval of the Rezoning of property from B-3 (General Business District) to RM-1 (Multiply Family Residential) located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 in S 1/2 of W 1/2 SE 1/4 1.10 AC with the following PIN #10-10-11-400-041 and including an additional 40' to the East of Said property to be re-platted in Tazewell County, Illinois to the City of Pekin Council.
- b. Hearing #10-1873 recommends approval of the Site Plan for property located on El Camino Drive with a Legal Description of Sec 11 T24N R5W Tract 3 in S 1/2 of W 1/2 SE 1/4 1.10 AC with the following PIN #10-10-11-400-041 and including an additional 40' to the East of Said property to be re-platted in Tazewell County, Illinois to the City of Pekin Council.

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

LIBRARY IMPROVEMENTS BOND ISSUE PRESENTATION

Director of the Pekin Public Library, Jeff Brooks, distributed the presentation brochure prepared by the proposed architect, Dewberry. He next introduced Michael Mackey who addressed the Council regarding the addition, renovation, the company's research and observation of the facility, and generally the 21st Century library designs. Mr. Brooks advised the Council on the 2008 project proposal that was not funded. He stated that the board had taken the conceptual plan, identified current ADA compliances, improved access, safety matters, better services for children, and lower maintenance costs. He requested that the City Council consider approving a levy increase for a \$5.6 million bond repayment. The library would be able to contribute an additional \$400,000.00. Each Council Member was given the opportunity to comment and ask questions. Council Member Golden asked if the library had applied for state construction funding. Council Member McCabe expressed concern that the one-way traffic pattern in accessing the Library still needed to be addressed before final design. Council Member Hendricks felt it important to have input from the youth of the community for services and design. Mayor Barra was informed that a \$5.6 million bond sale would increase the library levy 4% resulting in an addition to the tax bill of \$29-\$35 per \$100,000 house. No action was taken by the Council.

NEW BUSINESS

ORDINANCE NO. 1568-A198-13/14

PROVIDING FOR THE REZONING OF CERTAIN PROPERTY

PIN 10-10-11-400-041 & PART OF 10-10-11-400-042 & 10-10-11-400-0043

Motion by Council Member Orrick, seconded by Council Member Abel that Ordinance No. 1568-A198-13/14 be adopted. Code Enforcement Officer Ron Sieh presented the ordinance and site plan from the recommendation of the Planning Commission. The ordinance provided for the request of Jeffrey L. Horneker and Cynthia E. Horneker as purchasers of the Gaylord Trust property portion and 10-10-11-400-041 to rezone 1.33 acre parcel of land adjacent and west of the Gingoteague general store from B-3 (General Business) district to RM-1 (Multiple Family Residential) District. Mr. Sieh addressed the questions and concerns from Council Members regarding a retention pond, the difference in zero lot line duplex and condo. He stated that it was not the intention to have Section 8 Housing units and that totter verses dumpster garbage collection met code requirements. On roll call vote, all present voted Aye.

Motion by Council Member Orrick, seconded by Council Member Gillespie that the **SITE PLAN FOR PROPERTY ON EL CAMINO DRIVE adjacent to Gingoteague general store** be approved. On roll call vote, all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Orrick that the **FEDERAL AVIATION ADMINISTRATION AGREEMENT for Terms and Conditions of Accepting Airport Improvement Program Grants** be approved. City Engineer Michael Guerra asked that Council approve the agreement for the terms and conditions of accepting the Airport Improvement Program grant money. He advised Council that the agreement had been approved October 9, 2012, however the FAA change some language regarding the financial invoicing for FAA grantees to utilize the Delphi eInvoicing System for the Department of Transportation. Mr. Guerra answered Council Member Golden's questions specific to the terms of the contract. He stated that the Airport had a 5 year retainer agreement for engineering projects so there was not competitive bidding on the latest improvement projects. Discussion followed regarding monitoring fuel pricing. Council Member Hendricks advised that he had requested an extensive business plan of the airport department. On roll call vote; Ayes, Golden, Orrick, Gillespie, McCabe, Abel, and Barra; Nay, Hendricks. Motion Carried.

ORDINANCE NO. 1462-A328-13/14

AMENDING TITLE 8 TRAFFIC CODE OF THE CITY OF PEKIN 1995 REGARDING SPEED ZONES

Motion by Council Member Golden, seconded by Council Member Orrick that Ordinance No. 1462-A328-13/14 be adopted. Police Chief Greg Nelson presented the recommendation of the Traffic Safety Committee to adjust the speed limits on South Fifth Street between Koch Street and VFW Road (Veterans Drive). He stated the reduced speed to 30 mph, statutory urban speed, would accommodate the growth in the Deerfield area and that the inconsistent speed limit signs for northbound and southbound traffic would be changed. Fifth Street Hanna Drive to VFW would be 45 mph. On roll call vote, all present voted Aye.

MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission

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

DATE: August 1, 2018

RE: Site Plan Review for construction of a new parking lot for Post Office employees at 313 S. 6th Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER

A request has been made by Kenneth C. Thomas for Site Plan Review for the construction of a new parking lot to provide additional parking for Post Office employees at certain property located at 313 S. 6th Street. At the June 13, 2018 Pekin Plan Commission meeting, the members of the Plan Commission considered a petition to rezone the property from RM-3, Multiple Family Residential to OS-1, Office Service District for the purpose of constructing a parking lot for employees of the Post Office, which is adjacent to the subject property. Upon consideration of the rezoning request, the Plan Commission found the request to be reasonable and a logical extension of the OS-1 Office Service District and recommended approval of the rezoning request. It was noted at the June 13, 2018 Plan Commission meeting that a detailed Site Plan would be prepared by the applicant that would address concerns expressed by the adjacent property owner at 323 S. 6th Street and detail the design and layout of the proposed parking lot, with the Site Plan being submitted to the Plan Commission for the conduction of a formal Site Plan Review.

PROPERTY INFORMATION

Property Address: 313 S. 6th Street

Current Zoning Classification: OS-1 Office Service District

Current Use: Residential lot with small home, which will be demolished to construct the new parking lot.

ANALYSIS AND DISCUSSION

Upon review of the submitted Site Plan for the new parking lot at 313 S. 6th Street, City staff did not have any objections to the layout and overall design of the proposed parking lot. The concerns expressed by the neighboring property owner at 323 S. 6th Street have been addressed, as a solid, 6 foot, white vinyl fence, as detailed in the attached information provided by the applicant, will be installed along the north side of the shared driveway, allowing the owners of 323 S. 6th Street the full use of the previously shared driveway. The proposed fence will shield the property at 323 S. 6th Street from the glare of headlights of vehicles parking in the lot and

will all provide security by preventing individuals from walking onto the property at 323 S. 6th Street.

As part of the planned improvements, the City sidewalk in front of the subject property will be replaced and a separate, concrete driveway approach will be installed to provide access from S. 6th Street. Furthermore, a set stairs with a handrail will be installed at the north side of the new parking lot to facilitate the movement of Post Office employees from the parking lot directly onto the main Post Office property at 514 Broadway Street.

The stormwater management of the proposed parking lot will be fully addressed by the applicant and the City Engineer will review and approve all stormwater management plans for the proposed parking lot to assure that all City stormwater regulations are met.



Privacy

Extraordinary performance combined with great style

Chesterfield Smooth Finish

Top rails in ColorLast® colors feature reinforcement for added strength and durability.

Heights: 4', 5' & 6'

Picket Style: 7/8" x 7" Tongue & Groove
(4' not available in Natural Clay)

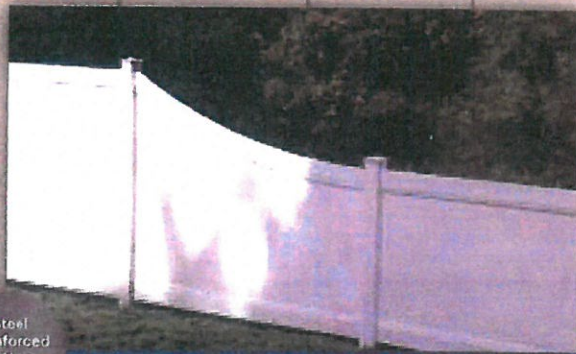
White

Almond

Natural Clay

Distinctive
Deco Rail
Design

Steel
Reinforced
Bottom
Rail



Steel
Reinforced
Bottom
Rail

with Swoop Smooth Finish

Ideal for transitioning from low to high fence.

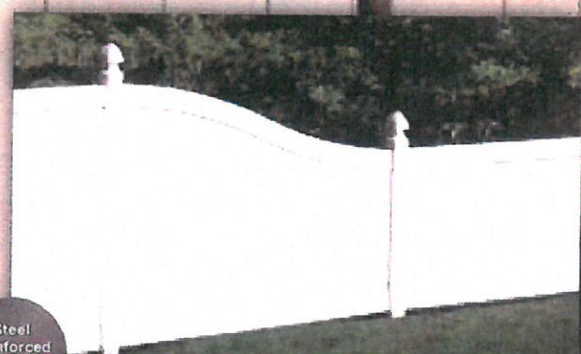
Heights: Transitions from 6' to 4'

Available Colors: White & Almond

Picket Style: 7/8" x 7" Tongue & Groove

White

Almond



Steel
Reinforced
Bottom
Rail

with S Curve Smooth Finish

Ideal for transitioning from low to high fence.

Heights: Transitions from 6' to 4'

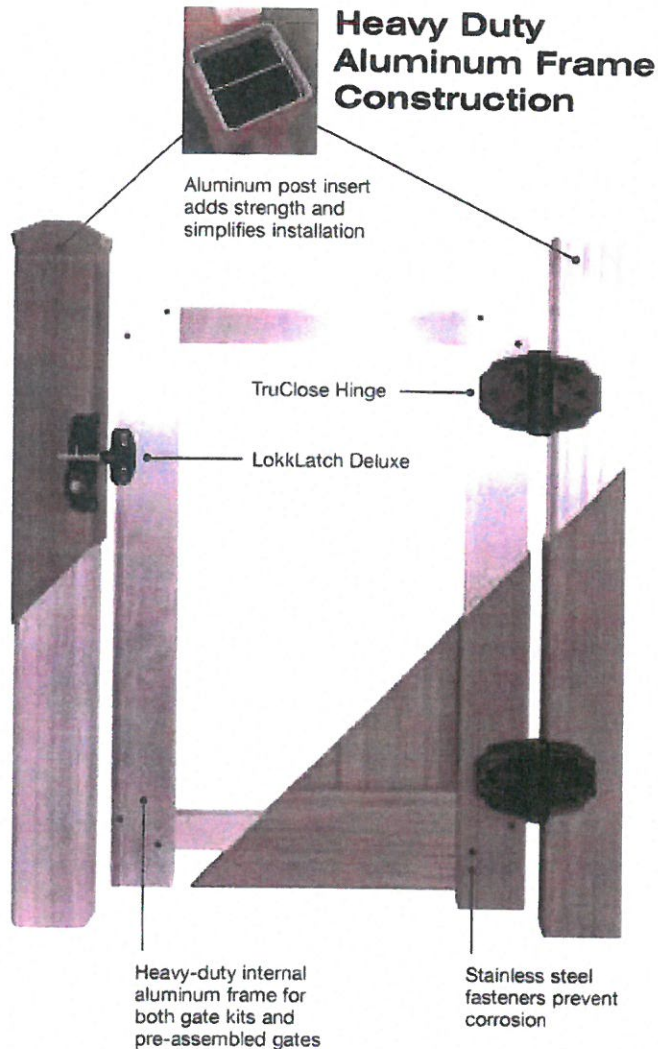
Available Colors: White & Almond

Picket Style: 7/8" x 7" Tongue & Groove

White

Almond

Buftech offers a wide selection of residential gates designed to match all of our fence styles, in a choice of heights and widths. Beautiful and durable, Buftech gates deliver easy installation and great performance. Choose from unassembled gate kits or pre-assembled gates that ship ready to install.



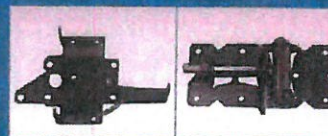
	Pre-Assembled Gate Widths	Unassembled Gate Kit Maximum Width	Extension Kit Required**
Galveston	50-1/2"	50-1/2"	No
Chesterfield	36-1/2" 50-1/2" 64-3/4"	70"	Yes
Chesterfield Concave Accent	50-1/2"	na	na
Chesterfield Convex Accent	50-1/2"	na	na
New Lexington	42-1/2" 50-1/2" 65-1/4"	72"	Yes
Imperial	50"	72"	Yes
Columbia*	50"	50"	No
Millbrook	50"	60"	Yes
Baron	50"	72"	Yes
Princeton	50"	72"	Yes
Countess	50"	72"	Yes
Monarch	50"	72"	Yes
Victorian	50"	72"	Yes
Manchester	50"	50"	No
Manchester Concave	na	50"	No
Canterbury	50"	50"	No
Danbury	50"	50"	No
Cape Cod	50"	60"	Yes
Rothbury	50"	50"	No
Yorkshire	50"	60"	Yes
2-Rail*	na	72"	na
3-Rail*	na	96"	na
4-Rail*	na	96"	na
Crossbuck*	na	96"	na

* All Gates are rackable, except Columbia, Post & Rail (2-Rail, 3-Rail and 4-Rail smooth finish), and Crossbuck styles.

** For unassembled gate kits over 50" wide to achieve maximum width

Stainless Steel Gate Hardware

Give your gate the old-world look of wrought iron with our rugged, rust-free stainless steel gate hardware. The hardware includes hinge, strike and latch and is available in Black Pebble.



High Performance Nylon Gate Hardware Kits

Versatile and virtually maintenance free, our premium nylon gate hardware offers key lockable latches, self-closing hinges and contoured gate handles. Available in Black.



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Deanna Shanks
Let's Get Giggy With It
Special Use Application
City of Pekin
August 8, 2018

INDEX:

1. Reference Letters – Current Application
2. Reference Letters – From Prior Application
3. Licenses
4. Deed and Map

Valerie Moehle

From: Kathryn Smith <kgsmith515@gmail.com>
Sent: Friday, July 27, 2018 5:06 PM
To: Valerie Moehle
Subject: (Updated email) Let's Get Giggy With It Pet Services

Dear Planning Commission,

As pet owners we had searched long and hard for a reliable pet sitter where we felt comfortable leaving our precious companions. After doing plenty of research and visiting several other options in the area, we found Let's Get Giggy With It Pet Services about four years ago.

Our pets haven't had to be boarded anywhere else since Deanna and Larry come to our home, about a block away on Chestnut St. If we didn't know Deanna and Larry personally, we would have never known that they offered pet sitting in their home. We never hear barking dogs, or notice any excessive traffic down our street.

Deanna and Larry are knowledgeable, courteous, and friendly. They truly care about every pet in their care and treat them as their very own! Their home and yard are always clean, and unlike most of the other kennels in our area, they provide daily updates regarding the pets via email or text to offer reassurance while you are away from your pets.

I highly recommend Let's Get Giggy With It Pet Services to care for any pets while families are out of town.

If you have any further questions or would like to speak with me about my experience, please feel free to contact me. We also plan to attend the meeting at City Hall on August 8th at 5:30 p.m.

Regards,
 Kathryn Smith

1307 Chestnut St.
 Pekin, IL 61554
 Phone: (309) 201-1256

August 7, 2018

Dear Planning Commission,

I would like to express support of my neighbors, Deanna Shanks and Larry Clark, Jr, owners of Let's Get Giggy With It Pet Services. My Property, 1201 N 12th St, is adjoining to their property and privacy fence.

I am aware of the dogs on their property and they have caused me no disturbances and no offensive odors. The dogs do not bark excessive and having the 6 foot privacy fence helps with keeping the dogs content with fewer distractions.

Thank you for including my support in your considerations and anticipate your agreement that this is going to be a positive addition to our neighborhood.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wes Simpson', with a long horizontal flourish extending to the right.

Wes Simpson
1201 N 12th St

September 28, 2017

To Whom It May Concern:

I am writing this letter on the behalf of Ms. Deanna Shanks and Mr. Larry Clark. I have known Deanna and Larry for about 4 years and have had the pleasure and honor of being the veterinarian that cared for their pets in my previous associate veterinarian position at Pekin Veterinary Clinic in Pekin, Illinois. I got to treat all of their pets for all preventative care exams as well as more chronic conditions. Their love and compassion for all pets has been refreshing to witness and is such a positive impact on the community.

Deanna and Larry have a very solid understanding of preventative veterinary care required for pets to live a happy and healthy life. In times where special care is required, they are able to closely follow direction of veterinary professionals and provide the required care. They also are very familiar with socialization habits of pets in order for them to be in a safe situation at all times. Deanna has taken courses in pet CPR just in case the need arises for this emergency. They care for all pets just as if they are their own and take interest in making pets as comfortable as possible when they are caring for them. I would recommend them to anyone who is looking for a place for their pet to go if they are not able to take their pet along, including my own pets. They show compassion, love, and attention to all pets, which is required.

It has been my honor to know Deanna, Larry, and their family of wonderful pets. Please feel free to contact me with any questions/concerns.

Sincerely,



Dr. Cory D. Penn, DVM

dr.corypenn@gmail.com

309-337-9032

ALL BECAUSE OF LET'S GET GIGGY WITH IT PET SERVICES



Hi, my name is Lola and I love to swim. Sometimes my humans take me to Lake Michigan and I get to swim on the beach, and play for hours. This is so much more fun than staying at home. Sure I get walks and play time, but there is nothing better than the beach.



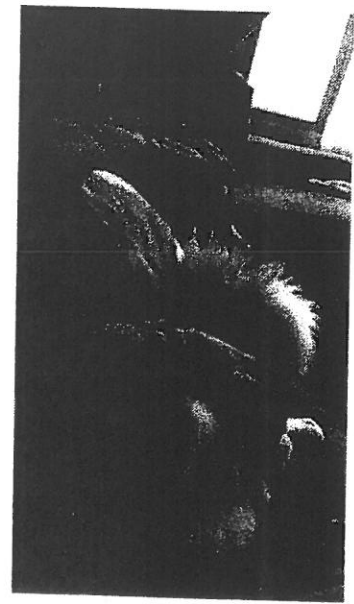
I have a big family. My humans have 3 cats and another dog. They do not like travel, but I love it. Without Let's Get Giggy With It

Pet Services, my humans could not take me away for the weekend while the rest of my family stays home. The cats do not like travel, and my Sister Brie does not travel well. She has hip issues, and a long car ride is not good for her.

Let's Get Giggy With It Pet Services takes wonderful care of my family at home, and I always know that they are in safe hands. Occasionally my humans go away without me, but I am not sad because of the care we are provided.

Let me tell you about how well taken care of we are:

Deanna comes in and feeds us breakfast and plays with us, and then we get to go out at lunch, and then she comes back and gets us dinner....oh boy...DINNER.....and plays some more. To wrap up the day, she comes and lets us out at night. It is lonely without my humans to snuggle at night, but I get so much love from Deanna, that I can power through.



Here is a picture of my Sister Brie and my little brother Mowgli. This is how they like to spend their days. They get to enjoy the day at home, sleeping on their bed, and with a lot of space. Kennels can be so cramped, and kitties just need to roam. Our humans love us, and don't want us in a cage, unless I am a bad dog and that NEVER happens.

If you want to have pets loved and cared for, not just fed, please think about Let's Get Giggy With It Pet Services for your next adventure without us, or with some of us.

Let's Get Giggy With It Pet Services
Deanna Shanks
Facebook:
@giggypetservices

Cassandra Mossman
1811 W Kingsway Dr Apt B3
Peoria, IL 61614

Wednesday, September 20, 2017

To Whom It May Concern:

I am writing on behalf of Deanna Shanks and Let's Get Giggy With It Pet Services Doggie Daycare/Boarding. Since moving here in late 2014 from Michigan I have only met a few people and have had to leave the security of leaving my dogs with family behind. I have two small senior dogs that needed care while we went on vacation and searched the area for a trustworthy place to have them stay. These are family oriented, lap dogs. Not used to the life in a crate 24/7 for days at a time.

I found Let's Get Giggy With It Pet Services Doggie Daycare/Boarding in 2015 and have been smitten with the services provided and the kindness Deanna has shown us ever since. I trust leaving my dogs with her knowing they are in loving hands. She provides them with medication as needed, feeding, outside time and the closest to comforts of home at a fair price. Deanna keeps her home and yard clean and safe for all of the dogs, including her own.

Since using this service I no longer have to worry about kenneling my dogs and can go on with vacation plans normally. It has already been an adjustment moving to a new state and this has alleviated a tremendous amount of stress. I have not ever and will not ever use a kennel service. It would be a disservice to the community and their pets to force them to kennel their beloved animals. Not only are the prices much higher but the services they provide are nowhere near those offered with home boarding. I also feel home boarding/doggy daycare is done in a much smaller capacity allowing for a less traumatic experience for dogs like mine who are used to just being at home with us majority of the time.

It has been a pleasure working with Deanna and I hope to see her business and like businesses flourish. I know I am not alone in my gratitude for finding and using her doggie daycare/boarding services and hope more people are able to see the value in it as well.

Best Regards,

Cassandra Mossman

September 21, 2017

RE: Giggy Pet Services

To Whom It May Concern:

It has been my pleasure to work with Deanna Shanks and Giggy Pet Services since April of this year. I was in desperate need for doggy day care and finding them on short notice was a Godsend and I have blessed with the exemplary care and outright love they have shown my dogs. I would have no qualms in leaving my dogs in their care in my home or in theirs.

My past experience with boarding facilities has left my pets with fleas, traumatized and in one instance with a staph infection that required veterinary care and medication and the infection eventually got transferred to me through contact with the pet. My experiences with home boarding has been nothing but positive with no lingering issues with the animal once they return home. While boarding in a home environment the animals have a much more normal life schedule then the one they are forced into in a boarding facility. This is so important for any animal but especially if you have pets with special circumstances such as diabetes that require medications and meals to be administered in a fairly structured time frame. The availability of this kind of individualized care in a loving home environment eases the pet owners mind when their pets cannot stay or travel with them and is a valuable service industry to any community.

I fully support Deanna and Giggy Pet Services in their petition to continue with the excellent care and service they offer. As a pet 'parent' this endorsement is not given lightly but firmly based in the knowledge that they give my pets care and love comparable only to what I would provide them. Please consider the very important human 'touch' factor provided in home boarding and its importance in your evaluation of their facility.

I appreciate the opportunity to speak on behalf of Deanna and Buddy and Giggy Pet Services and thank you for your consideration of these elements in your evaluation.

Sincerely –

Holly H. Van Ness
2102 California Road
Pekin, IL 61554
309.256.0017

Giggy Pet Services provides an excellent alternative to the traditional "boarding" facility, with non traditional drop off and pick up times it allows the customer a great deal of flexibility in regards to departure and return times from trips. In addition to the flexibility they offer to the customer they provide peace of mind, knowing that your pet will literally have the run of their home and be able to play outside makes vacations and travel easier for the owner of the pet and the pet. Giggy Pet Services fills a niche in the pet owner market, occupying a space that many pet owners were looking for. They give the pet owner who feels guilty about leaving their pet in a boarding facility, knowing they will get little if any exercise and personal attention with an alternative. In my experience Giggy Pet Services has provided excellent customer service and pet care, they have treated my pet as their own. I would be in favor of a change to zoning ordinances that would allow businesses like Giggy Pet Services to continue providing a great service going forward.

Sincerely,

Jon Tarpley

September 21, 2017

RE: Let's Get Giggy With It Pet Service

To whom it may concern:

I **REFUSE** to board my animals. Not a one of my pets has ever been allowed to stay a boarding kennel. That is why I use Deanna Shanks and her business of Let's Get Giggy with It Pet Service. I know my pets will receive one-on-one playtime and care. They get more human interaction than they would in a normal boarding facility. They are used to being in a home environment and they get the same environment at Giggy.

My dogs are not used to being locked in a kennel at all, which is where they would spend their days at boarding facility. Not to mention all the noise of other dogs being locked in a kennel barking. My dogs would not do well in this environment.

When I leave town and trust Giggy with the care of my animals, I have no worries. I receive videos and pictures of my pets outside and playing daily. I wish I could attach the pictures and videos so you can see just how much love and attention my dogs get with Deanna and Buddy. Anyone who knows me knows that I love my dogs very much and wouldn't trust their care with just anyone. I trust them with Deanna and Buddy.

Thank you for your attention.

Sandy Miller
16161 Furrow RD
Pekin, IL 61554

To Whom It May Concern –

I am writing on behalf of Let's Get Giggy With It Pet Services regarding the zoning laws regarding "kenneling" in residential areas to doggie daycare and boarding. I am one of their clients and have received excellent pet sitting services from them. I absolutely prefer to have my dog Wrigley stay in a daycare/boarding home vs. a boarding facility. The amount of attention and care that she receives at the home facility greatly outweighs any that she would receive at a boarding facility where she may be let out a couple times a day and possibly sleeping on concrete floors. With the home facility experience, Wrigley has been able to play outside multiple times a day and has her own comfortable bed that she is able to sleep on. They are able to check on her more frequently and provide her with the much needed love and affection that a pet needs when they are away from their owners. I know that when I drop Wrigley off with Deanna and her family, she is in excellent hands. This family has a deep love for animals and I know Wrigley will receive the special care and attention that she would unlikely receive at a boarding facility.

Thank you for your time,



Angie Russell

angierussell98@gmail.com

To Whom It May Concern,

We are writing in regards to Deanna's (of Let's Get Giggy with it Pet Services) Petition to include her residence in the zoning laws regarding "kenneling" in residential areas.

Without Deanna, we are not sure what we would do.

We have three dogs: Sergio, Frosty, and Esme.

Of the three, Deanna has been a godsend for Frosty, our shelter rescue special needs dog.

Frosty has megaesophagus, a genetic condition. With Frosty's specific megaesophagus condition, he does not have the ability to digest water correctly. It will get stuck in his esophagus never reaching his stomach, causing him to regurgitate it only moments after he drinks it. To counter act this one either can only give him a small amount of water at a time, or make him sit right after drinking for a minute so that gravity can help the water be pulled down into his stomach. As he is a husky, it is summer, and he has bountiful energy, he needs to drink a lot of water.

Last time we took Frosty to a traditional kenneling location, he was given a bowl of water in his caged area that would be refilled when empty. Even after notifying them of his condition they did not allow the special treatment that he needed. He would drink and then regurgitate it all moments later. Regurgitation at that volume is dangerous as he can aspirate on it and/or develop pneumonia, as well as esophagus damage.

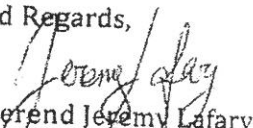
Deanna takes care of Frosty, and the others, like her own. We have never feared for Frosty while she has been in her care. She has always managed his issues even with other dogs at her home. Frosty has never come home from her house dehydrated or sick in anyway. He comes home happy and healthy.

When it comes to the other two, they are both in great need of human interaction and love. Esme has always been terrified of going to kennels, shaking and whimpering as we take her to one, but with Deanna, she is always excited to go. She gets the love that she needs, which is so incredibly important to Esme and us. Sergio was also a shelter dog, and in past times that we have taken him to a traditional kennel, he always fears that he is going back to the shelter, and being abandoned. We never have to fear with any of them that they will feel abandoned or scared in Deanna's care. We never have to fear that they will be neglected and come home with a host of anxiety issues or aggression.

Deanna makes her home their home, for which we are so incredibly grateful.

Please grant her Petition as we know she is angel not just to us and our furry family, but to all others in her and surrounding communities.

Kind Regards,


Reverend Jeremy Lafary
Samantha Lafary



512 North Runkle St.
Hanna City, IL 61536
Samantha: 321-663-5307
Rev. Lafary: 217-259-2118

Brett Wolters
Pekin, IL 61554
Phone: 309-346-5433

September 22, 2017

To whom it may concern,

This letter is to verify the importance of a dog daycare/boarding like Let's Get Giggy with it Pet Services provides. I have used their daycare and boarding multiple times and my dog loves it there. While on vacation we got updates from Larry and Deanna as well as pictures and a video. My dog was not locked up in a kennel or stuck outside. She was inside Larry and Deanna's home getting the same love and attention that they provide their own pets. The convenience of the drop-off and pick up hours was a plus as well.

Sincerely,



Brett Wolters

To Whom It May Concern:

I have known Deanna for years and she has cared for my dogs over those years. Quite frankly, I would trust her with anything because she is one of those hard-working, reliable, honest 'good people' that seem to be disappearing from the world! Deanna has a big heart and an even bigger understanding of animals. When we return from trips we can tell they are all in good spirits and have been well cared for. There is no one I would trust with my pets more than Deanna.

There are not many people in whom we would fully trust to properly care for our dogs in our absence, but Deanna is one of them. We highly recommend her services and would be glad to answer any questions about the care she provides. Given a choice I would never even think of using another pet sitter.

If you have any questions please do not hesitate to contact me.

Thanks

Michelle Becker

Perry, Jocelyn K.
1802 W. Pinewood Place
Peoria, IL 61614
October 2, 2017

Dear City of Pekin:

I am writing in reference to the petition for Let's Get Giggy with it Pet Services to be allowed to continue to provide dog watching and boarding within their home in Pekin, Illinois. We have two Alaskan Huskies named Maverick (8 years old) and Koda (3 years old) that have stayed with Deanna on a few occasions in their home. Our boys are very much a part of our family and while we generally take them with us on family getaways, there are some places that we are just not able to include them. On these occasions, we trust Let's Get Giggy with it Pet Services to care for our boys while we are away.

While our boys are with Deanna, not only do they have the opportunity to socialize and play with her dogs (who they love) and have a yard to run in, but she also continues to provide them the special diet that I make for our boys. Huskies tend to have very sensitive stomachs. Additionally, Maverick has always been a very picky eater and we've had a hard time keeping him at a healthy weight because he is not interested in eating. Since I have started this special diet for them, I have no problem getting him to eat. Deanna continues this when the boys visit her, which allows me to continue to make headway with their health.

After staying with Deanna, our boys come home exhausted and happy. Their excitement when we turn into her neighborhood is so great to see. We really struggled finding someone we trusted our boys with because they are so much a part of our lives that they are very sad and anxious when we leave them. However, knowing that they are having the time of their lives, are eating well, and have humans loving on them too makes our trips away so much better.

Please consider allowing Let's Get Giggy with it Pet Services to continue to provide this valuable service for families like us that have active, playful, attention-seeking dogs that just want to play and be loved as much as possible. Thank you for taking this matter into consideration. If you need to reach me with any questions or concerns, I can be reached at jocelynk829@hotmail.com or 309/657-2566.

Sincerely,



Perry, Jocelyn K.

I came across this little slice of Heaven a few months ago called Lets Get Giggy With It Pet Service when I was looking for someone to watch my beloved dog for a day. I had used a Vet kennel one time a few years ago with my first Dane and it was not a good experience for me or my dog. I swore then I'd never do that to a pet again. When we met for a meet and greet with Deanna I knew right off this was the right place! Deanna has a heart of gold, and could tell she had a passion for what she provides for us pet owners...a piece of mind that our babies are being taken care of without being in a kennel for hours at a time. Their house and yard is a secure place for our pets to run free, play, and be loved. It was the first time I could actually go on a day trip without having to worry if my dog was alright. And again, for the first time I don't have to stress about what to do with my dog during this time. I have highly recommended this service to all my pet loving friends, and will continue to.

Thank you for listening, and God Bless Lets Get Giggy With It Pet Service!

Beverly Denning

1918 American St. Pekin, IL

September 25, 2017

To Whom It May Concern:

I currently take my dog, Nova, to Let's Get Giggy With It in Pekin, IL.

There are many reasons why I chose to take Nova there but the primary reason is because of the puppy care/daycare approach. I know I have a place that Nova can go to for the day while I am out of town for work and she will be well taken care of.

My experience with this business has been nothing but positive, the owner(s) are passionate about what they are doing and do everything within their means to keep a quiet, calm environment for pups and others around them.

If I can answer any questions or provide additional information please contact me at the number below.

Sincerely,

Lisa Alexander
Manito, IL
309-241-7994

To Whom It May Concern,

My name is Kathy Freed. I have lived in Dunlap for the past three years. A year and a half ago, my husband began traveling a lot for work and it became necessary for us to hire someone to come to our home during the day to let our dogs out. We had two puppies and two older labs, all of whom needed exercise and a little socialization during the day or else we frequently had accidents to clean up. My job was over twenty minutes away and my thirty minute lunch was not long enough to get home and back; plus I had worn out my welcome with my boss asking for extended lunch breaks. We were at a point where I felt pretty desperate, yet anxious about hiring someone to come into my home to care for my pets, let alone have access to my home without me present. Long story short, after finding "Let's Get Giggy With It," all my concerns were lifted.

Deanna and Larry drove 40 minutes on a Sunday afternoon to come meet our pooches before the first day visit. They did not increase their daily charges for us, even though we lived as far away as we did. Immediately, we could tell they were wonderful with dogs. Their love, knowledge, and natural ease in interacting with dogs was clear from the get-go.

On their daily visits, they would either text or post pictures and videos to Facebook to assure me everyone was well. They are extremely responsible and have never let us down, whether it be showing up, texting me back, or being where they said they would be for a drop off or pick up.

It wasn't long before we needed a place to board the dogs for an extended weekend. On our "meet & greet" play date with their pups, their knowledge regarding animal interactions and behavior was clearly evident; they are vigilant in ensuring that the dogs know who is in charge (the adults) and mind their manners. Additionally, they have talked about the systematic way they make sure all the dogs eat, and they do not charge extra (like our kennel did) for giving our 13 1/2 year old her arthritis medication twice a day.

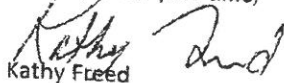
We are currently in the process of moving to Minnesota, and our dogs have fortunately been able to stay with Deanna and Larry since Labor Day. The home we are moving into needs a fence, and there are several hoops we need to jump through in order to get approval for it. We are still waiting for that approval, then we can place our order for the fence. Although the costs are adding up, they do not compare to the costs we would have incurred had we taken our dogs to a kennel.

Our past kennel's rates add up to \$96 per day, and if we want our dogs to be able to "play" for fifteen minutes, we would have to pay an additional five dollars PER DOG per day! At "Giggy's," they play frequently, and I even get to see it on Facebook! Deanna sends me cute pictures of my dogs lounging around her house, playing with each other and making new "friends." Their charge for all four of our dogs is \$37.50 per day, almost \$60 less than our kennel! I can only pray that we find a situation half as perfect in Minnesota!

In addition to the reasonable cost, Deanna and Larry treat our pets as they do their own. The dogs are extremely "at home" while in their care. From attending dog socializing events to lounging on the couch, snuggling in bed, and playing fetch in the yard, our dogs are just as much a part of their family as their own. If they can't be here with us, "Giggy's" is by far above and beyond my next best choice!

The service that "Let's Get Giggy With It" offers is phenomenal, and greatly needed in the community. I have referred several folks to them, and I truly hope that you will grant them their license. They are wonderful at what they do, and deserve the opportunity to continue serving the creatures and their owners in Pekin and the surrounding areas.

Thank you for your time,


Kathy Freed

Erica Fay
 347 Old Germantown Rd
 East Peoria, IL 61611
 Mobile: 989.627.5909

Subject: Reference Letter for Deanna Shanks dba Let's Get Giggy With It Pet Services

To Whom It May Concern:

My name is Erica Fay and this letter serves as my reference letter for Deanna Shanks in support of her home daycare/boarding over a traditional boarding facility.

I had the pleasure of using Deanna's home daycare (Let's Get Giggy With It Pet Services) in April of 2017 for fourteen days where I entrusted Deanna to care for my two young Siberian Huskies. I can say with absolute certainty that I would choose Deanna's home daycare/boarding over a traditional boarding facility for a number of reasons:

1. My dogs were able to be let out to relieve themselves more than just a couple of times a day while in the care of Deanna, which was incredibly important as one of the puppies was only four months old at the time and she needed to go out every few hours to continue her potty training. My puppy came home almost completely potty trained because Deanna worked with her and was consistent when letting her outside. A traditional boarding facility would allow dogs out maybe twice a day and that would have never worked with such a young puppy.
2. My dogs came home after fourteen days happy and exhausted. Siberian Huskies require an incredible amount of mental and physical stimulation and can be very destructive if they are not kept busy. I trusted Deanna to exercise my dogs each and every day and I was able to see that she did so in her numerous picture updates via social media and text. I cannot guarantee that a traditional boarding facility would even exercise my pets, let alone enough to keep them from becoming destructive.
3. My dogs had a comfortable stay at Deanna's as they were allowed in her home and had a comfortable place to sleep as opposed to concrete floors and small kennels, like they would in a traditional boarding facility. My pets do not do well in small kennels and would be very unhappy (and likely very vocal) if they were forced to stay in kennels for the majority of their fourteen-day stay.
4. I feel like my relationship with Deanna and her business is more consultative than transactional, which is an absolute requirement for me when I let anyone care for my pets. Deanna got to know my dogs and my routine for them as opposed to a traditional boarding facility, where the staff would likely need to know the very basics. Deanna proved to be very reliable and responded to any and all of my messages in a timely manner when I asked for an update on my pets. Deanna learned the background and vet information for my pets, but went further to understand their feeding schedules and preferences for being around other animals and how they liked to exercise.

All in all, Deanna treated my pets as her pets while my dogs were in her care. I chose Deanna and Let's Get Giggy With It Pet Services over traditional boarding facilities in the area for all of the aforementioned reasons and I will gladly choose Deanna's services in the future.

Sincerely,
 Erica Fay



Bruce Rauner, Governor
Raymond Poe, Director

Division of Food Safety & Animal Protection, Bureau of Animal Health & Welfare
 State Fairgrounds | P.O. Box 19281 | Springfield, IL 62794-9281 | 217/785-4734 | Fax 217/558-6033

Mail Address

Let's Get Giggy With It Pet Services
 1102 Chestnut Street
 Pekin, IL 61554

Physical Address

Let's Get Giggy With It Pet Services
 1102 Chestnut Street
 Pekin, IL 61554

ATTN Licensee:

Kennel Operator License # 037-15109

Below is your Kennel Operator license for State Fiscal Year 2019 valid for the period July 1, 2018 through June 30, 2019.

Please cut along the line and display the license in a prominent location in your place of business.





Bruce Rauner, Governor
Raymond Poe, Director

Division of Food Safety & Animal Protection, Bureau of Animal Health & Welfare
State Fairgrounds | P.O. Box 10281 | Springfield, IL 62704-0281 | 217-785-4734 | Fax 217-558-8033 | TTY 866-287-2999

Mail Address

Grafelman Farms Rescue, NFP
1219 South Murphy Road
Hanna City, IL 61536

Physical Address

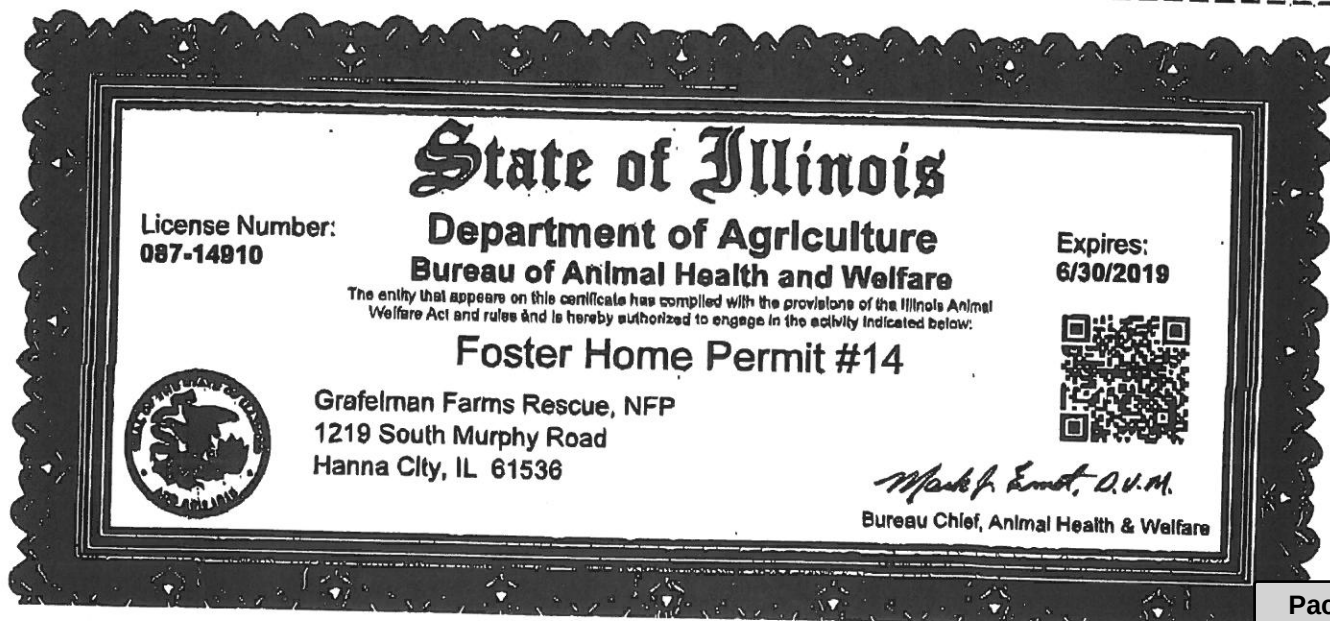
Grafelman Farms Rescue, NFP
1219 South Murphy Road
Hanna City, IL 61536

ATTN Licensee:

Animal Shelter License # 087-14910

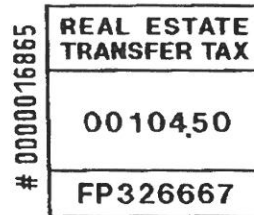
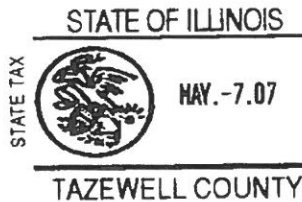
Below is your Animal Shelter Foster Home Permit for State Fiscal Year 2019 valid for the period July 1, 2018 through June 30, 2019.

Please cut along the line and display the permit in a prominent location in the foster home.



County Tax Paid in
Half Amount As State Tax

200700009567
Filed for Record in
TAZEWELL COUNTY, IL
ROBERT LUTZ
05-07-2007 At 08:54 am.
WARR DEED 192.50
RHSP Surcharge 10.00



WARRANTY DEED

7242742

THE GRANTOR(S), **Jennifer Lee Truckenmiller nka Jennifer Lee Gerrietts**, a married person, of 1102 Chestnut, Pekin, IL 61554, Tazewell County, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, **CONVEY(S) and WARRANT(S) TO THE GRANTEE(S), Deanna Shank**, a single person, of 5425 North Huboldt Ave., Peoria, IL 61616, Peoria County, the following described real estate to have and to hold said premises:

Lot 191, except the South five feet of even width, of Bush's Subdivision No. 7 in the City of Pekin, as shown on Plat recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois, in Plat Book "R", Page 425, situated in Tazewell County, Illinois.

Permanent Index No.: 04-04-35-214-003 (Pekin Township)

Commonly known as: 1102 Chestnut, Pekin, IL 61554

Subject to: (1)Real estate taxes for the year 2006 and subsequent years;
(2)Covenants, conditions, restrictions and easements apparent or of record;
(3)All applicable zoning laws and ordinances;

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Instrument
200700009567

PG 2 OF 2

Dated this 4 day of May, 2007.

Jennifer Lee Truckenmiller nka Jennifer Lee Gerriettes, Grantor

Isaac M. Gerriettes, spouse of Grantor signing
for the sole purpose of waiving homestead under Illinois LawSTATE OF ILLINOIS)
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public for the foregoing state and county, DO HEREBY CERTIFY that Jennifer Lee Truckenmiller nka Jennifer Lee Gerriettes and Isaac M. Gerriettes, being known to me to be the same person(s) whose name(s) is/are subscribed to the above instrument [or, who proved to my satisfaction that is the person described in and who executed the foregoing instrument], appeared before me this day in person and acknowledged that he/she/they signed and delivered the instrument, as his/her/their free and voluntary act, for the uses and purposes stated above.

Given under my hand and notarial seal this 4 day of May, 2007.

(Affix Notary Seal above)

Notary Public

**Deed prepared by:**

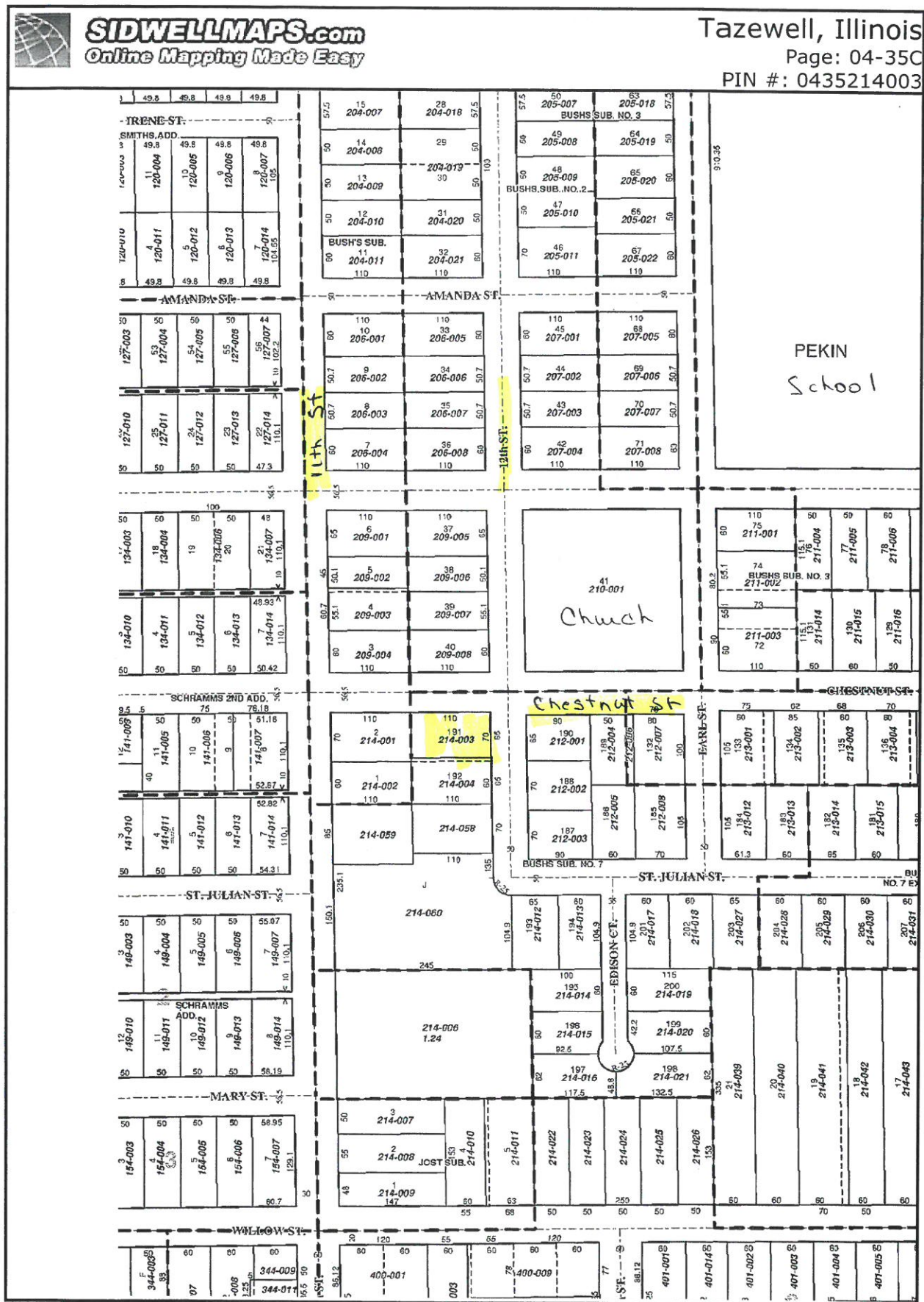
Terry S. Prillaman, Jr., Atty-at-Law, 1821 Moraine Dr., Champaign, IL 61822 (217) 778-1824 or
(217) 403-3363
File # 7242TAZ

Send tax bill to:

Deanna Shankqs, 1102 Chestnut, Pekin, IL 61554

After recording return to:

Deanna Shankqs, 1102 Chestnut, Pekin, IL 61554





REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 22, 2018

From: John Lebegue, Building & Inspections

AGENDA ITEM: Site Plan Review Approval for Construction of Parking Lot at 313 S. 6th Street

AGENDA DATE REQUESTED: August 27, 2018

ACTION REQUESTED: Recommendation from the Pekin Plan Commission to the City of Pekin City Council for Site Plan approval for the construction of a parking lot at 313 S. 6th Street.

DESCRIPTION: Application #3: Conduct a Site Plan Review of a request by Kenneth C. Thomas for the construction of a new parking lot to provide additional parking for Post Office employees at certain property located at 313 S. 6th Street with a Legal Description of SEC 2 T24N R5W Colts Addn. North 30 Feet of South 62 Feet of Lot 5 NW 1/4 in Tazewell County, Illinois, with the following P.I.N.# 04-10-02-100-003.

A request has been made by Kenneth C. Thomas for Site Plan Review for the construction of a new parking lot to provide additional parking for Post Office employees at certain property located at 313 S. 6th Street. At the June 13, 2018 Pekin Plan Commission meeting, the members of the Plan Commission considered a petition to rezone the property from RM-3, Multiple Family Residential to OS-1, Office Service District for the purpose of constructing a parking lot for employees of the Post Office, which is adjacent to the subject property. Upon consideration of the rezoning request, the Plan Commission found the request to be reasonable and a logical extension of the OS-1 Office Service District and recommended approval of the rezoning request. At the June 18, 2018 regular meeting of the City Council, the City Council concurred with the recommendation of the Pekin Plan Commission and approved the map amendment request for the rezoning of the property at 313 S. 6th Street. It was noted at the June 13, 2018 Plan Commission meeting that a detailed Site Plan would be prepared by the applicant that would address concerns expressed by the adjacent property owner at 323 S. 6th Street and detail the design and layout of the proposed parking lot, with a detailed Site Plan being submitted to the Plan Commission for the conduction of a formal Site Plan Review.

Attorney, Lou Miller, representing applicant Kenneth C. Thomas, appeared before the Pekin

Plan Commission and explained that the Site Plan that was being considered fully addressed the concerns of the neighboring property owner that were expressed at the June 13, 2018 Public Hearing. Mr. Miller continued by stating that the layout of the parking lot with a combination of parallel and angled spaces would create no glare of lights onto the property at 323 S. 6th Street. Mr. Miller concluded his comments by stating that a 6 foot solid, vinyl fence would be installed between the two properties, with the fence located to the north of the existing shared driveway, giving the owners of 323 S. 6th Street sole use of the previously shared driveway.

Upon consideration of submitted Site Plan for the construction of a parking lot at 313 S. 6th Street, the members of the Pekin Plan Commission found that the concerns relative to privacy and security expressed by the owners of 323 S. 6th Street at the June 13, 2018 Public Hearing were addressed by the proposed installation of the solid, 6 foot fence and the layout and configuration of the parking spaces prevents any glare of lights onto the neighboring property.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: Derek Anderson, owner of property at 323 S. 6th Street, briefly appeared before the members of the Plan Commission and stated that he was very satisfied with the Site Plan that had been submitted and that their concerns had been addressed.

IMPACT IF APPROVED: The Post Office would possess additional parking spaces for employees of the Post Office, allowing the employees of the Post Office to park on Post Office property instead of on the public streets and customer parking spaces around the Post Office. Approval of the Site Plan will also protect the privacy and security of the neighboring property at 323 S. 6th Street, as the proposed layout of the parking spaces, installation of the 6 foot solid privacy fence and allowing the owners of 323 S. 6th Street sole use of the previous shared driveway, are beneficial impacts for the neighboring property at 323 S. 6th Street.

IMPACT IF DENIED: Employees of the Post Office will continue to improperly park on the City streets and in customer parking spaces and the Post Office will continue to lack the necessary number of off-street parking spaces for the Post Office use be conducted at 514 Broadway Street.

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

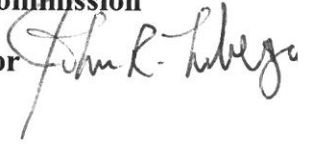
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	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	
Department Directors and City Staff: Date:	
Finance Department (Certification of Availability of Funds): Date:	
City Manager: Date:	

MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission

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

DATE: August 1, 2018

RE: Site Plan Review for construction of a new parking lot for Post Office employees at 313 S. 6th Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER

A request has been made by Kenneth C. Thomas for Site Plan Review for the construction of a new parking lot to provide additional parking for Post Office employees at certain property located at 313 S. 6th Street. At the June 13, 2018 Pekin Plan Commission meeting, the members of the Plan Commission considered a petition to rezone the property from RM-3, Multiple Family Residential to OS-1, Office Service District for the purpose of constructing a parking lot for employees of the Post Office, which is adjacent to the subject property. Upon consideration of the rezoning request, the Plan Commission found the request to be reasonable and a logical extension of the OS-1 Office Service District and recommended approval of the rezoning request. It was noted at the June 13, 2018 Plan Commission meeting that a detailed Site Plan would be prepared by the applicant that would address concerns expressed by the adjacent property owner at 323 S. 6th Street and detail the design and layout of the proposed parking lot, with the Site Plan being submitted to the Plan Commission for the conduction of a formal Site Plan Review.

PROPERTY INFORMATION

Property Address: 313 S. 6th Street

Current Zoning Classification: OS-1 Office Service District

Current Use: Residential lot with small home, which will be demolished to construct the new parking lot.

ANALYSIS AND DISCUSSION

Upon review of the submitted Site Plan for the new parking lot at 313 S. 6th Street, City staff did not have any objections to the layout and overall design of the proposed parking lot. The concerns expressed by the neighboring property owner at 323 S. 6th Street have been addressed, as a solid, 6 foot, white vinyl fence, as detailed in the attached information provided by the applicant, will be installed along the north side of the shared driveway, allowing the owners of 323 S. 6th Street the full use of the previously shared driveway. The proposed fence will shield the property at 323 S. 6th Street from the glare of headlights of vehicles parking in the lot and

will all provide security by preventing individuals from walking onto the property at 323 S. 6th Street.

As part of the planned improvements, the City sidewalk in front of the subject property will be replaced and a separate, concrete driveway approach will be installed to provide access from S. 6th Street. Furthermore, a set stairs with a handrail will be installed at the north side of the new parking lot to facilitate the movement of Post Office employees from the parking lot directly onto the main Post Office property at 514 Broadway Street.

The stormwater management of the proposed parking lot will be fully addressed by the applicant and the City Engineer will review and approve all stormwater management plans for the proposed parking lot to assure that all City stormwater regulations are met.

Privacy

*Extraordinary
performance
combined with
great style*

Chesterfield Smooth Finish

Top rails in ColorLast® colors feature reinforcement for added strength and durability.

Heights: 4', 5' & 6'
Picket Style: 7/8" x 7" Tongue & Groove
(4' not available in Natural Clay)

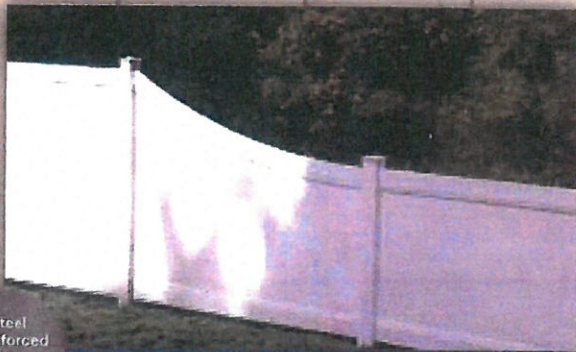
White

Almond

Natural
Clay

Distinctive
Deco Rail
Design

Steel
Reinforced
Bottom
Rail



Steel
Reinforced
Bottom
Rail

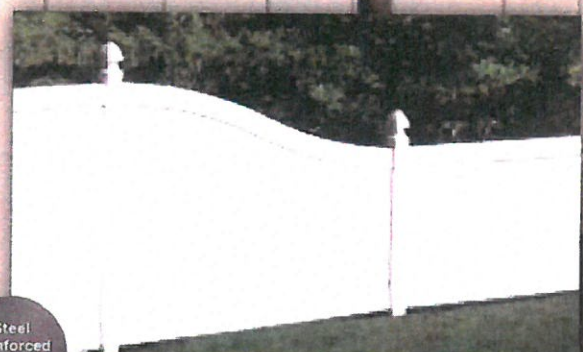
with Swoop Smooth Finish

Ideal for transitioning from low to high fence.

Heights: Transitions from 6' to 4'
Available Colors: White & Almond
Picket Style: 7/8" x 7" Tongue & Groove

White

Almond



Steel
Reinforced
Bottom
Rail

with S Curve Smooth Finish

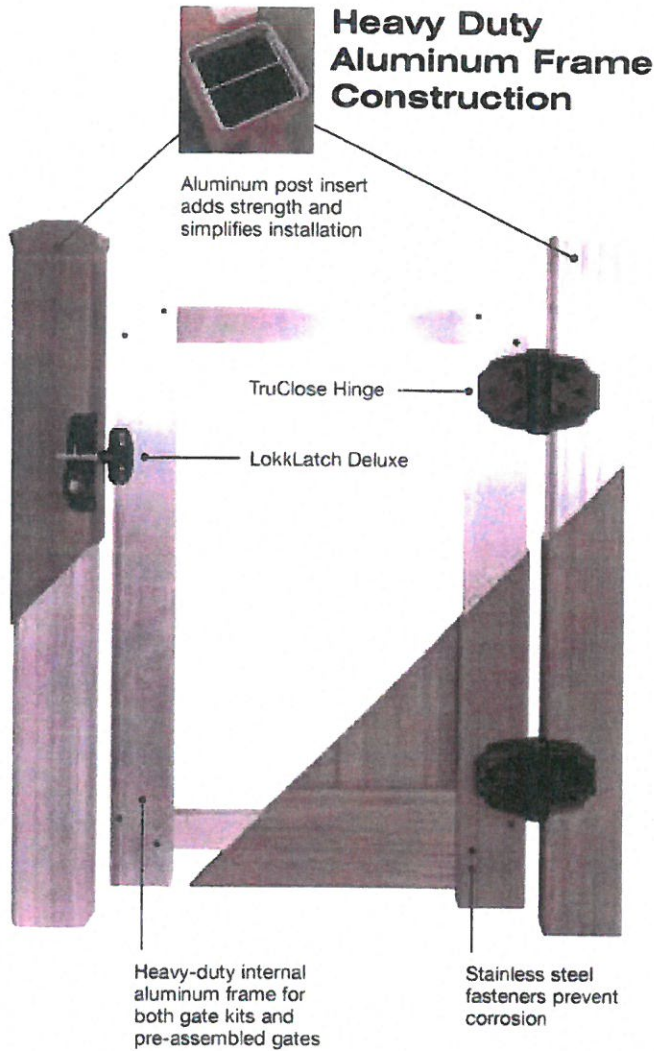
Ideal for transitioning from low to high fence.

Heights: Transitions from 6' to 4'
Available Colors: White & Almond
Picket Style: 7/8" x 7" Tongue & Groove

White

Almond

Bufftech offers a wide selection of residential gates designed to match all of our fence styles, in a choice of heights and widths. Beautiful and durable, Bufftech gates deliver easy installation and great performance. Choose from unassembled gate kits or pre-assembled gates that ship ready to install.



	Pre-Assembled Gate Widths	Unassembled Gate Kit Maximum Width	Extension Kit Required**
Galveston	50-1/2"	50-1/2"	No
Chesterfield	36-1/2" 50-1/2" 64-3/4"	70"	Yes
Chesterfield Concave Accent	50-1/2"	na	na
Chesterfield Convex Accent	50-1/2"	na	na
New Lexington	42-1/2" 50-1/2" 65-1/4"	72"	Yes
Imperial	50"	72"	Yes
Columbia*	50"	50"	No
Millbrook	50"	60"	Yes
Baron	50"	72"	Yes
Princeton	50"	72"	Yes
Countess	50"	72"	Yes
Monarch	50"	72"	Yes
Victorian	50"	72"	Yes
Manchester	50"	50"	No
Manchester Concave	na	50"	No
Canterbury	50"	50"	No
Danbury	50"	50"	No
Cape Cod	50"	60"	Yes
Rothbury	50"	50"	No
Yorkshire	50"	60"	Yes
2-Rail*	na	72"	na
3-Rail*	na	96"	na
4-Rail*	na	96"	na
Crossbuck*	na	96"	na

* All Gates are rackable, except Columbia, Post & Rail (2-Rail, 3-Rail and 4-Rail smooth finish), and Crossbuck styles.

** For unassembled gate kits over 50" wide to achieve maximum width

Stainless Steel Gate Hardware

Give your gate the old-world look of wrought iron with our rugged, rust-free stainless steel gate hardware. The hardware includes hinge, strike and latch and is available in Black Pebble.



High Performance Nylon Gate Hardware Kits

Versatile and virtually maintenance free, our premium nylon gate hardware offers key lockable latches, self-closing hinges and contoured gate handles. Available in Black.



LokkLatch® Magnetic

LokkLatch® with External Access Kit

LokkLatch® Deluxe

MagnaLatch® Magnetic Safety Gate Latch

GateHandle™

TruClose® Adjustable Self-Closing Gate Hinges

LokkLatch® Key-Lockable Gate Latch, GateHandle™, MagnaLatch® Magnetic Safety Gate Latch, LokkLatch Magnetic and TruClose® Self-Closing Gate Hinges are registered trademarks of D&D Technologies.





REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 22, 2018

From: Elliff & Bosich, City Attorney

AGENDA ITEM: Res approving 1st addendum Broadway Farms

AGENDA DATE REQUESTED: August 27, 2018

ACTION REQUESTED: Adopt Resolution No. 111-18/19

DESCRIPTION: This amendment is to clarify language in the agreement that was approved by City Council on July 9th with DMGL. The request is to alter paragraph 3.C. to match the dates the exhibit K as negotiated between the City and DMGL. This was the intent of the agreement and will alleviate any ambiguity in the agreement moving forward. The second modification as requested in the amendment is to break the negotiated payment to DMGL into two equal payments.

FINANCIAL IMPACT: No additional financial obligation is incurred with the amendment. The change will affect the release of funds.

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: The agreement will be modified as outlined.

IMPACT IF DENIED: The modifications to the agreement will not occur.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff: Date:	
Finance Department (Certification of Availability of Funds): Date:	
City Manager: Date:	

**Resolution No. 111-18/19 Resolution Approving First Addendum to Agreement
Between the City of Pekin and DMGL, LLC**

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 111-18/19RESOLUTION APPROVING FIRST ADDENDUM TO AGREEMENT
BETWEEN THE CITY OF PEKIN AND DMGL, LLC

WHEREAS, the City of Pekin has entered into an agreement, by action of the City Council on the 9th day of July, 2018, by and between PEKIN and DMGL, LLC; and

WHEREAS, limited amendments are appropriate to be made in that agreement, with respect to certain exhibits and the timing of moving forward with engineering plans, as well as a modification of the timing of payment provision.

NOW THEREFORE, be it resolved by the City Council of the City of Pekin, Tazewell County, Illinois:

1. First Addendum to Agreement is hereby approved and deemed acceptable.
2. The Mayor and the City Clerk are hereby authorized and directed respectively to execute and attest to the agreement on behalf of the City of Pekin.

Be it further resolved that this Resolution be in full force and effect upon its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS this
day of _____, 2018.

Ayes: _____

Nays: _____

Mayor

ATTEST:

City Clerk

FIRST ADDENDUM TO AGREEMENT

This First Addendum is made to an Agreement entered into by and between the City of Pekin, Tazewell and Peoria Counties, Illinois, an Illinois Municipal Corporation (CITY) and DMGL, LLC, an Illinois Limited Liability Company (DMGL) with an EFFECTIVE DATE of July 13, 2018 as approved by Resolution No. 104-18/19.

Paragraph 3.C. is deleted and replaced with the following:

3. C. CITY shall develop final detailed plans, drawings and specifications consistent with EXHIBIT B, EXHIBIT C, EXHIBIT J and EXHIBIT K (hereinafter referred to as FINAL PLANS) and submit the same to DMGL within 185 days of the EFFECTIVE DATE for objection or approval consistent with this Agreement. Any objection by DMGL to the FINAL PLANS shall be detailed and in writing and delivered to CITY within 30 days of receipt of the FINAL PLANS. If DMGL does not object to the FINAL PLANS within 30 days after receipt thereof, then DMGL shall have waived objection to the FINAL PLANS. If DMGL objects to the FINAL PLANS, then the parties shall work to mutually resolve the objection. Failure of CITY to submit FINAL PLANS in compliance with EXHIBIT B, EXHIBIT C, EXHIBIT J and EXHIBIT K and this paragraph is a default under this Agreement.

FURTHERMORE:

CITY and DMGL hereby agree that the payment of \$85,000.00 called for under said Agreement shall be paid in two equal installments, the first of which is due on or before September 14, 2018 and the second of which is due at CLOSING as provided for under the terms of the Agreement.

Executed this ____ day of _____, 2018.

DMGL, LLC,

By _____
Its Manager

Executed this ____ day of _____, 2018.

CITY OF PEKIN,

By _____
Its Mayor

Attest: _____
City Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 22, 2018

From: Elliff & Bosich, City Attorney

AGENDA ITEM: Ord Amending Title 3, Chapter 3 Liquor Sales in grocery stores

AGENDA DATE REQUESTED: August 27, 2018

ACTION REQUESTED: Adopt Ordinance No. 2801-18/19

DESCRIPTION: This ordinance is new but revises Ordinance No. 2789-18/19 which was to amend the chapter concerning sale of alcohol where motor fuel is sold and the separate entrance provisions on premises from which grocery products are sold. Council did not support the section regarding gas stations at the meeting on May 29, 2018 but did support the amendment to remove the separate area for sale of alcohol where groceries are sold. Council gave direction to bring back the revised provisions.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERN:

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.]

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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.

X	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

**Ordinance No. 2801-18/19 An Ordinance Amending Title 3, Chapter 3, Section 4 of
the Code of the City of Pekin 1995 Regarding Restrictions on Issuance of License**

<Insert Ordinance Legislation>

MAYOR

ATTEST:

CITY CLERK

2801-18/19

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 SECTION 4
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING RESTRICTIONS ON ISSUANCE OF LICENSE.**

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, adopted on April 10, 1995, and duly published in book form contains within Chapter 3, Section 3 on Liquor Control;

WHEREAS, the City Council has determined that for the safe and responsible sale and consumption of alcohol within the City of Pekin, it is in the best interests of the City to amend Title 3, Chapter 3, Section 4-4.

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

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

1. That Title 3, Chapter 3, Section 1 be amended by adding the following definition of GAS STATION before GOLF COURSE.

GAS STATION means any establishment which pumps motor fuel directly into motor vehicles.

2. That Title 3, Chapter 3, Section 4-4V be deleted in its entirety.
3. Title 3, Chapter 3, Section 4-4W be amended by amending to 4-4V.
4. Title 3, Chapter 3, Section 4-4X be amended by amending to 4-4W.

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 this Ordinance takes precedence over and supercedes any and all Ordinances or parts of ordinances in conflict herewith.

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 _____, 2018; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

with the same guidelines as described for the PIER detailed later in this section. (Ord. No. 2466 03/27/06)

GAS STATION means any establishment which pumps motor fuel directly into motor vehicles.

GOLF COURSE means a terrain open to the public, in general consisting of at least nine holes, which is devoted exclusively to the game of golf and no other recreation or entertainment. The term shall not include miniature or obstacle golf establishments.

GRANDFATHER CLAUSE means an exception to the restrictions regarding licensed premises that allows businesses already holding a current liquor license to continue with existing conditions for a period of six months from the date of the adoption of this code or until the renewal of such license, whichever is longer.

HOTEL-MOTEL for purposes of this Chapter shall mean a structure or complex of structures kept, used, maintained and held out to the public to be a place where food may actually be served and consumed and sleeping accommodations are offered for adequate compensation to travelers and guests, whether transient, permanent or residential, in which twenty-five (25) or more rooms are used for the sleeping accommodations of such guests and which may have one or more public dining rooms where meals are served to such guests.

IBC means the International Building Code most currently adopted by the City of Pekin.

IFC means the International Fire Code most currently adopted by the City of Pekin.

LICENSED PREMISES means the place or location where alcoholic beverages are manufactured, stored, displayed, offered for sale or where drinks containing alcoholic beverages are mixed, concocted and served for consumption. Not included are sidewalks, street, parking areas and grounds adjacent to such place or location.

LICENSED PREMISES, in respect to all liquor licenses except C Class Special Licenses where approved by the Local Liquor Commissioner, must be a permanently erected roofed structure or a Beer Garden as defined above. (Ord. No. 2339 09/22/03)

MANAGER means one who has been chosen or appointed by the Liquor Licensee to manage and to have charge of the licensed premises, and who is vested with a certain amount of discretion and independent judgment with respect to the licensed premises. This designation of "manager" also implies general power and permits reasonable inferences that the employee so designated is invested with the general conduct and control of the licensee's liquor licensed premises. (Ord. No. 2546 01/14/08)

MINORS means any persons under the age of twenty-one (21).

NFPA101 LIFE SAFETY CODE means the National Fire Protection Association most currently adopted by the City.

- O. A person who is not a beneficial owner of the business to be operated by the licensee.
- P. Any person, firm or corporation not eligible for a State retail liquor dealer's license.
- Q. A person who has been convicted of a gambling offense as prescribed by any of subsections (a)(3) through (a)(10) of Section 28-1 of, or as proscribed by Section 28-3 of the "Criminal Code of 1961," approved July 28, 1961, as heretofore or hereafter amended, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
- R. A person to whom a federal wagering stamp has been issued by the federal government for the current tax period.
- S. A co-partnership to which a federal wagering stamp has been issued by the federal government for the current tax period, or if any of the partners have been issued a federal gaming device stamp or federal wagering stamp by the federal government for the current tax period.
- T. A corporation, if any officer, manager or director thereof, or any stockholder owning in the aggregate more than 20% of the stock of such corporation has been issued a federal wagering stamp for the current tax period.
- U. Any premises for which a federal wagering stamp has been issued by the federal government for the current tax period.

~~V. — Person or corporation for the purpose of sale of alcoholic liquor at any premises from which produce, grocery, meat or drug products are sold or offered for sale, unless such sale of alcoholic liquor is made from an area physically separated from the other portion of the premises in the following manner:~~

- ~~1. — The separate area for the sale of alcoholic liquor shall have its own entrance and exit, which shall provide and limit ingress and egress from the separate area to the exterior of the structure, for patrons purchasing said alcoholic goods;~~
- ~~2. — The separate area shall be physically separated from the premises selling other products by a permanent wall or walls, which shall extend from the floor of the structure to the ceiling of the structure, except that there may be provided an access, for ingress and egress through said wall to the other portion of the building;~~
- ~~3. — The separate area for the sale of alcoholic liquor shall have its own check-out counter within the separate area, which check-out counter shall be the sole check-out point for the separate area and all alcoholic liquor sales shall be made at the designated check-out counter in the separate area;~~
- ~~4. — All alcoholic liquor stored for sale shall be stored:~~
 - ~~a. — Within the separate area; or~~

~~b. Within other premises having its own entrance and exit, which entrance and exit shall be secured and monitored to prevent access to said other premises by minors under the age of twenty-one.~~

~~W. V. Any premises whose primary purpose is the sale of products and services not related to the sale of alcoholic liquor, including, but not limited to, any establishment which pumps motor fuel directly into motor vehicles.~~
(Ord. No. 2545 01/14/08)

~~X. W. 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. (Ord. No. 2766-17/18 06/12/17)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 22, 2018

From: Mark Rothert, Assistant City Manager

AGENDA ITEM: Land Lease Agreement for Solar Project at Airport

AGENDA DATE REQUESTED: August 27, 2018

ACTION REQUESTED: Approve Resolution No. 112-18/19 to enter into an agreement with Hawk-Attollo LLC to lease property at the Pekin Municipal Airport for the purposes of constructing a solar project.

DESCRIPTION: Hawk-Attollo LLC desires to lease 10 acres of property at the Pekin Municipal Airport to construct and manage a solar array system that will generate solar power to the electric grid network. The lease agreement, however, is contingent upon the firm successfully obtaining solar renewable energy credits (SRECs) when they become available through a competitive bidding process through the Illinois Power Agency (State of Illinois) in early 2019. As part of the process to apply for these SRECs, site control of the property (via a lease) is required. The term of a lease agreement is 20 years.

FINANCIAL IMPACT: Annual lease rent per acre starts at \$1,000/acre in year 1 of the 20 year lease. Rent increases by 4.5% annually starting in Year 2. Additionally, the solar project being constructed on the site is a "Community Solar" project whereby the City can become a subscriber of 40% of the energy produced to the grid. This will result in lower purchase price of electricity for the city thus providing a savings around \$16,000 per year. Because this project is happening at the Municipal Airport, revenue generated from the project will help to positively offset costs in the Airport budget by around \$18,000 per year (rent + utility savings).

NEIGHBORHOOD CONCERNS: A glare study has been conducted for the project and has shown that there will be no adverse impacts to pilots utilizing the airport.

IMPACT IF APPROVED: Solar Project is able to produce centricity to the grid, providing the city with a cost savings in energy and an additional revenue source through lease income.

IMPACT IF DENIED: Additional savings and revenues are not realized.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
✓	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

**Resolution No. 112-18/19 - Land Lease Agreement for Solar Project at Pekin
Municipal Airport**

WHEREAS, Hawk-Attollo LLC desires to lease 10 acres of property at the Pekin Municipal Airport to construct and manage a solar array system that will generate solar power to the electric grid network; and

WHEREAS, the lease agreement is contingent upon the firm successfully obtaining solar renewable energy credits (SRECs) when they become available through a competitive bidding process through the Illinois Power Agency (State of Illinois) in early 2019; and

WHEREAS, as part of the process to apply for these SRECs, site control of the property via a lease is required; and

WHEREAS, the term of a lease agreement is 20 years; and

WHEREAS, the City of Pekin is interested to enter into a lease agreement with Hawk-Attollo LLC.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Pekin, Illinois as follows:

1. That the above recitals are true and correct and incorporated herein.
2. That the Mayor is authorized, on behalf of the City Council, to negotiate and enter into the Solar Facilities Site Lease Agreement, a copy of which is attached as Exhibit "A", setting forth the terms and conditions of the lease.

MAYOR

ATTEST:

CITY CLERK

SOLAR FACILITY SITE LEASE AGREEMENT

This Solar Facilities Site Lease Agreement (the “**Lease**” or “**Agreement**”), dated as of this _____ day of _____, 2018 (the “**Effective Date**”), is entered into by and between Hawk-Attollo, LLC, a limited liability company (“**Lessee**”), and the City of Pekin, an Illinois municipal corporation (“**Lessor**”). Each of Lessee and Lessor is referred to herein as a “**Party**” and collectively they are referred to as the “**Parties**”.

A. GENERAL TERMS

1. **Purpose of the Lease.** The purpose of this Lease is to lease land (as further defined herein and more fully described in Exhibit A) to allow Lessee to develop, construct, own, operate and maintain a solar photovoltaic energy facility of up to MWs (the “**Facility**”). Lessee requires access to certain property owned or leased by Lessor as identified in Exhibit A; and Lessor agrees to lease a portion of land (the “**Premises**”) described herein and within the substance of Exhibit A to Lessee on the terms and conditions hereinafter set forth within this Lease.
2. **Facility Development, Construction, Ownership, Operation and Maintenance.** Lessor consents to the development, construction, ownership, operation and maintenance of the Facility and any component thereof by Lessee, its Affiliates and any employees, agents, representatives, subcontractors or other designees of any of the foregoing and any local electric utility personnel, on the Premises, including solar panels, mounting substrates or supports, wiring and connections, energy storage devices, power inverters, service equipment, metering equipment, utility interconnections and any other equipment or facilities related thereto (the “**Permitted Uses**”).
3. **Rent.** During the term of this Lease, Lessee shall pay Lessor rent as compensation in full for the rights with respect to the Premises, and such other rights, as set forth in this Lease. Lessee shall pay Rent to Lessor according to the following schedule:
 - a. **Annual Operating Rent.** The Annual Operating Rent for the full 20 year period shall be paid monthly in an annual amount equal to \$1,000 per acre, annually escalating at a rate of 4.5% starting on the 2nd year. The rent will be paid in twelve equal monthly installments on the 15th of each month during the Term. Such amount represents the full financial lease rental obligation from the Lessee to Lessor. Any rent payments more than ten (10) days in arrears shall bear interest at the rate of four and one-half percent (4.5%) per annum.
 - i. **Operating Rent Commencement Date.** Annual Operating Rent shall begin in the month during which the Lessor takes possession of the property to begin work on construction of the Facility.
4. **Other Payments By Lessee**
 - a. **Development Period Rent.**
 - i. Lessor currently leases Premises to a tenant farmer (“**Farmer**”). Lessor’s lease with the Farmer stipulates that should the Facility project proceed while the Farmer is actively farming the Premises, said Farmer shall be compensated for his losses of crops on the Premises.
 - ii. In order to develop and construct the Facility, Lessee shall be responsible for costs associated with compensating the current tenant Farmer for his losses on the Premises, in an amount negotiated with the Farmer and likely being equivalent to what the Farmer would have received had the Premises, and crops thereon, been farmed, harvested and sold at market, plus any reasonable expenses incurred to produce such crops.
 - b. **Update of Airport Plan.** Lessee shall be responsible for all costs associated with any update to the

City of Pekin Airport Plan layout that may be necessary for the development or construction of the Facility.

- c. Power Purchase Agreement. The Lessor and Lessee shall enter into a separate power purchase agreement which shall state the obligations of the power producer (Lessee) to produce and deliver power to specified points and will further set out the price at which such power will be purchased.
5. **Term.** The term of this Lease (the “Term”) shall commence on the Effective Date and terminate on the twentieth (20th) anniversary of the Operating Rent Commencement Date, unless earlier terminated as provided herein. Upon mutual agreement by the Parties, this Lease may be extended for additional terms beyond the initial 20 year period.
6. **Removal of Facility at End of Term.**
 - a. Upon the Termination Date, Lessee shall, within one-hundred and eighty (180) days following the end of the Term, and at Lessee’s cost and expense, be required to decommission, deconstruct, dismantle and remove the Facility from the Premises. During such decommissioning period, Lessee, its Affiliates and any employees, agents, representatives, contractors, subcontractors and other designees of any of the foregoing and any local electric utility personnel shall continue to have access to the Premises and the Facility as otherwise provided in this Lease.
 - b. All decommissioning costs shall be maintained through the life of the Agreement pursuant to Illinois Public Act 100-0598 The Renewable Energy Facilities Agricultural Impact Mitigation Act. “Financial Assurance” shall be defined as a reclamation or surety bond or other commercially available financial assurance that is acceptable to the Lessor, with the Lessor as beneficiary. The Lessee shall provide the Lessor with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project’s operation as follows:
 - i. On or before the first anniversary of the Commercial Operation Date, the Lessee shall provide the Lessor with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 - ii. On or before the sixth anniversary of the Commercial Operation Date, the Lessee shall provide the Lessor with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 - iii. On or before the eleventh anniversary of the Commercial Operation Date, the Lessee shall provide the Lessor with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.
 - iv. Lessor and Lessee shall further explore if Financial Assurances, such as an escrow account, can be managed or controlled by the Lessor.

The Financial Assurance shall not release the surety from liability until the replacement Financial Assurance is in place. The estimated cost of Deconstruction shall not take into account any salvage value of the Facility unless the Lessor agrees in writing that all interests in the salvage value are subordinate to that of the Lessor if Abandonment occurs.

The Lessor may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the Lessor may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described above required from the Lessee. If the Lessor is unable to its satisfaction to perform the investigations necessary to approve the

Deconstruction Plan filed by the Lessee, then the Lessor may select a separate Professional Engineer independent of the Lessee to conduct any necessary investigations. The Lessee shall be responsible for the cost of any such investigations.

7. **Easement; Access to Premises.** Lessor shall provide Lessee with an easement allowing access to the Premises as shown in Exhibit A as reasonably necessary to allow Lessee to develop, construct, own, operate and maintain the Facility as contemplated herein, including ingress and egress rights to the Premises for Lessee, its Affiliates and any employees, agents, representatives, subcontractors, lenders, investors, potential lenders or potential investors, regulators and other designees of any of the foregoing and any local electric utility personnel, and access to the Facility to interconnect the Facility with the local electrical grid. Lessor grants Lessee all ingress and egress rights of way to the premises as necessary for the design, construction, operation and maintenance of the Facility during the Term of the Lease. Lessor shall provide such space on the Premises and access as is reasonably requested by Lessee for laydown, for the temporary storage and staging of tools, materials, parts, supplies and equipment, for rigging and material handling, for the parking of vehicles and temporary trailers and facilities as reasonably necessary or convenient for the development, construction, ownership, operation, and maintenance of the Facility. Lessee shall provide the Lessor, plans for the development, construction, project staging, ownership, operation, and maintenance of the Facility so that each party can coordinate the access to the Premises. Lessee shall have minimal or no impact on any adjacent land to the Premises due to the development, construction, project staging, ownership, operation, and maintenance of the Facility.
8. **Facility and Output Ownership.** Lessor acknowledges and agrees that (i) Lessee or one of its Affiliates is and shall be the exclusive owner and operator of the Facility; (ii) all permits, approvals, interconnection agreements, equipment, warranties, guarantees, service agreements, facilities and other contracts comprising the Facility shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the Facility is or may be mounted on, adhered to or attached to the Premises or structures, buildings and fixtures on the Premises; and (iii) Lessor shall have no right, title or interest in any Facility or any component thereof, notwithstanding that any such Facility may be mounted on, adhered to, or attached to the Premises or structures, buildings and fixtures on the Premises, except as otherwise provided herein. As between Lessor and Lessee, Lessor acknowledges that Lessee or one of its Affiliates is and shall be the exclusive owner of all Energy output of the Facility, of all Environmental Attributes related to the Facility and of any other tax or financial incentives related to the Facility.
9. **Insurance.** Lessee's liability insurance shall be purchased and maintained by the Lessee to protect it from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Lessee's operation under this Agreement. Lessee shall procure and maintain during the term of this lease agreement, insurance, as follows:
 - a. Liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.
 - b. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to Lessor at least 30 days prior to any change or cancellation, shall be furnished to Lessor.
10. **Taxes.** Lessee shall pay any personal and real property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Lessee's occupancy and use of the Premises (or any portion or component thereof).

B. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR

1. **Power and Authorization.** Lessor represents and warrants that it has all requisite power and authority to enter into this Lease and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.
2. **No Conflict.** Lessor represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.
3. **Binding Obligation.** Lessor represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.
4. **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has lawful title to (or a valid leasehold interest in) the Premises and that Lessee shall have quiet and peaceful possession of the Premises in accordance with this Lease, free from any claim of any Person of superior title thereto, without hindrance to or interference with Lessee's quiet enjoyment thereof, throughout the Term of this Lease. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Premises unless Lessor shall have given Lessee at least fifteen (15) days' prior written notice thereof, which notice shall identify the transferee, the Premises to be so transferred and the proposed date of transfer. Lessor agrees that this Lease shall run with the Premises and survive any such transfer of any of the Premises. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, lessee, assignee, mortgagee, pledge or party to whom a lien has been granted to execute and deliver to Lessee a document in form and substance satisfactory to Lessee, pursuant to which such party (i) acknowledges and consents to the Lessee's rights in the Premises as set forth herein, including an acknowledgement by the transferee that it has no interest in the Facility, the Energy output, the Environmental Attributes or any other tax or financial incentive relating thereto, and shall not gain any interest in any of the foregoing by virtue of the Lessor's transfer; and (ii) expressly subordinates any lien it may have in and to any of the foregoing to Lessee's rights and interests hereunder.
5. **No Interference With and Protection of the Facility.** Lessor will not conduct activities on, in, under, over or about the Premises, the Facility or any portion thereof that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility. Lessee acknowledges that Lessor operates an airport facility adjacent to the Premises and said use and operation of the airport shall not be considered interference by the Lessee. To the extent practicable, Lessor shall permit Lessee to maintain reasonable and appropriate security measures on the Premises to prevent Lessor's employees, invitees, agents and representatives, any third parties or animals, from having access to the Premises or the Facility, and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility.
6. **Insolation.** Lessor acknowledges and agrees that access to sunlight ("insolation") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any interference with insolation on and at the Premises or any other real property owned by, leased to or from, or otherwise controlled by Lessor that may reasonably be considered to adversely affect the Facility. In the Event of any obstruction that interferes with insolation is proposed to be erected or installed on property other than the Premises Lessor shall promptly deliver to Lessee copies of any notice relating thereto received by Lessor, and Lessee shall have the right to intervene or to direct Lessor to intervene in any proceeding and to contest the installation

or erection of such obstruction. In the event such obstruction is installed, (a) Lessee shall have the right to remove the Facility from the Premises and (b) Lessor shall be liable for damages in accordance with Section H. However, the maintenance of the property upon which the equipment is located including the control of the growth of foliage is the responsibility of the Lessee.

7. **Hazardous Materials.** To the best of Lessor's knowledge, there are no hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises in violation of any Applicable Law or that might otherwise impair Lessee's ability to utilize the Premises as contemplated by this Lease. Lessor shall not introduce or use any hazardous, toxic or dangerous substances, chemicals, materials or wastes on, in, under or over the Premises in violation of any Applicable Law. Lessee acknowledges that Lessor leases adjacent land around the airport facility and around the Premises for crop production and that chemicals may be utilized on crops to aid in production and protection. If Lessor becomes aware of any hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises, Lessor shall promptly notify Lessee of the type and location of such substances, chemicals, materials or wastes in writing. Lessor agrees to assume full responsibility for (and shall protect, indemnify, defend and hold harmless Lessee and its Indemnitees against, any loss, costs, damages, liability or cleanup obligations arising out of (i) any pre-existing conditions caused as a result of Hazardous Materials on, in, under or over the Premises; and (ii) any loss, costs, damages, liability or cleanup obligations arising as a result of actions or inactions on the part of Lessor on or after the date hereof. Notwithstanding the foregoing, the indemnification by Lessor set forth herein shall not apply in instances where the loss, costs, damages, liability or cleanup arises as a result of actions of Lessee or those acting for or on behalf of Lessee.

C. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

1. **Powers; Authorization.** Lessee represents and warrants that it has all requisite power and authority to enter into this Lease, and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.
2. **No Conflict.** Lessee represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.
3. **Binding Obligation.** Lessee represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.
4. **Hazardous Materials.** Lessee shall not introduce or use any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law. If Lessee becomes aware of any such hazardous, toxic or dangerous materials on, in, under or over the Premises, Lessee shall promptly notify Lessor of the type and location of such materials in writing. Lessee agrees to assume full responsibility for (and shall protect, indemnify and defend Lessor Indemnitees against) any liability or cleanup obligations for any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law that are directly caused by the actions of Lessee or those acting for or on behalf of Lessee.

D. LIABILITY AND INDEMNITY

1. **Lessee Indemnity.** Lessee shall indemnify, defend and hold harmless, Lessor, its Affiliates, and any officers, agents and employees of any of the foregoing (the “Lessor Indemnitees”) from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including employees of Lessor, and damage or destruction of property, including property of Lessor, any utility company or Lessor, arising out of (i) the negligence, gross negligence or willful misconduct of Lessee, its Affiliates or any employees, agents, representatives, contractors or subcontractors of any of Lessee or its Affiliates; or (ii) the material breach by Lessee of any of its covenants, obligations, representations or warranties under this Lease. The obligation to indemnify shall extend to and encompass all reasonable costs incurred by any Lessor Indemnatee in defending such claims, demands, lawsuits or actions, including reasonable attorney, witness and expert witness fees, and any other litigation related expenses. Lessee’s obligations pursuant to this Section D.1 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of any Lessor Indemnatee or the acts of third parties. Lessee shall pay any cost that may be incurred by any Lessor Indemnatee in enforcing this indemnity, including reasonable attorneys’ fees.
2. **Lessor Indemnity.** Lessor shall indemnify, defend and hold harmless Lessee, its Affiliates, and any officers, agents and employees of any of the foregoing (the “Lessee Indemnitees”) from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including employees of Lessee, and damage or destruction of property, including property of Lessee, any utility company or Lessee, arising out of (i) the negligence, gross negligence or willful misconduct of Lessor, its Affiliates or any employees, agents, representatives, contractors or subcontractors of any of Lessor or its Affiliates; or (ii) the material breach by Lessor of any of its covenants, obligations, representations or warranties under this Lease. The obligation to indemnify shall extend to and encompass all reasonable costs incurred by any Lessee Indemnatee in defending such claims, demands, lawsuits or actions, including reasonable attorney, witness and expert witness fees, and any other litigation related expenses. Lessor’s obligations pursuant to this clause shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of any Lessee Indemnatee or the acts of third parties. Lessor shall pay any cost that may be incurred by any Lessee Indemnatee in enforcing this indemnity, including reasonable attorneys’ fees.
3. **No Consequential Damages.** Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Lease.

E. CASUALTY OR CONDEMNATION, FORCE MAJEURE

1. **Casualty; Condemnation.** In the event the Premises shall be so damaged or destroyed so as to make the use of the Premises impractical, then Lessee may elect to terminate this Lease on not less than twenty (20) days’ prior notice to Lessor, effective as of a date specified in such notice. If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessor shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction; provided, however, that, except as otherwise provided in this Lease (including Section A.10 and D.2), Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Facility, which replacement or restoration shall be Lessee’s responsibility. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by Applicable Law for its respective property interest appropriated as well as any damages suffered thereby.

2. **Force Majeure.** To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Lease and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this Lease (other than the obligation to make payments then due, and except as otherwise provided in Section A.10 and D.2). The Claiming Party will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations hereunder; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure (other than the obligation to make payments then due or becoming due, and except as otherwise provided in Section A.10 and D.2).

F. ASSIGNMENT

1. **Lessor Assignment.** Lessor shall have the right to assign its rights, duties and obligations under this Lease to a third party without the prior written consent of Lessee, so long as such assignment does not adversely impair Lessee’s rights in connection with this Lease. The Lessor shall provide prior notice of assignment to Lessee within ten (10) business days of the assignment taking place.
2. **Lessee Assignment.** Lessee shall have the right to assign its rights, duties and obligations under this lease with the prior written consent of Lessor, which shall not be unreasonably withheld, to the following entities: (i) one or more parties providing financing or refinancing in connection with the development, construction, ownership, operation or maintenance of the Facility, or any representative of such parties; or (ii) a successor entity in a merger or acquisition transaction. For the avoidance of doubt, changes in control of Lessee shall not be deemed to be assignments of this Lease. Lessee shall seek approval from Lessor of any assignment with at least forty-five (45) days notice.

G. COOPERATION WITH FINANCING

1. **Leasehold Mortgage.** Lessee, with the approval of Lessor which shall not be unreasonably withheld, may grant a leasehold mortgage or grant or assign an interest in its rights and obligations under this Lease to any bona fide lender (“Lender”). Promptly after granting such interest, Lessee shall notify Lessor in writing of the name of and contact information for any Lender to which Lessee's interest under this Lease has been assigned, and Lessor shall, if so requested by Lessee, provide to any such Lender any notices issued or required to be issued to Lessee pursuant to this Lease. Lessee shall seek approval from Lessor of any leasehold mortgage with at least forty-five (45) days notice.
2. **Rights of Lender.** If Lessee encumbers its interest under this Lease as permitted herein, the following provisions shall apply: (i) Any Lender shall have the right, but not the obligation, to perform any act required to be performed by Lessee under this Lease, provided in any event that such right is subject to the terms and conditions of Lender’s leasehold mortgage; (ii) Lessor agrees that no Lender shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Lessee or shall have any obligation or liability to Lessor with respect to this Lease except to the extent this Lease has been assigned to the Lender, or any Lender has otherwise assumed obligations of Lessee hereunder; provided that Lessor shall nevertheless be entitled to exercise all of its rights hereunder in the event that Lessee and Lender fail to perform Lessee's obligations under this Lease; and (iii) Upon written request from Lessee, Lessor shall execute and deliver such documents as may be reasonably requested by Lessee to consummate any financing or refinancing, and which may provide that Lessor and Lessee recognize the right of such Lender to assume the rights and obligations of Lessee under

this Lease upon foreclosure of Lender's security interest; provided, however, that this provision shall not require Lessor to execute any documents or instruments which are contrary to any applicable legal requirements or which may increase Lessor's risk or obligations under the Agreement.

H. DEFAULTS AND REMEDIES

1. **Lessee's Default.** Each of the following shall be an event of default ("Event of Default") hereunder:
 - a. If Lessee fails to pay Rent or other payment due under this Lease, and such failure shall continue for a period of thirty (30) days following Lessor's notice of same to Lessee;
 - b. If Lessee shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding in bankruptcy; (iii) become the subject of a bankruptcy proceeding which is not dismissed within sixty (60) days after its filing; or (iv) be dissolved or otherwise fail to maintain its legal existence;
 - c. If Lessee shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after Lessee receives notice that any such lien or encumbrance is filed against the Premises;
 - d. If Lessee shall fail to substantially comply with any material provision of this Lease and, except as otherwise expressly provided therein, such default shall continue for more than thirty (30) days after Lessor shall have given Lessee written notice of such default, or such longer period if such default cannot be reasonably cured within such thirty (30) day period, provided that Lessee diligently commences the cure within the thirty (30) day period and pursues such cure to completion; and
 - e. If Lessee shall abandon the Facility for more than ninety (90) days or fail to remove the Facility as required at the end of the Lease Term within 180 days. Due to the nature of the Facility, "abandonment" does not refer to lack of physical presence of personnel on the Premises.
2. **Lease Termination.** Upon the occurrence of an Event of Default, Lessor may terminate this Lease by written notice to Lessee sent promptly thereafter. Subject to a customary cure period of 30 days for any financing parties that may finance all or a portion of the Facilities, such termination shall take effect on the later of (i) the last day of the month in which Lessee receives the notice, or (ii) twenty-one (21) days after Lessee receives the notice.
3. **Lessor Default Election.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Lessor may, at its election by written notice to Lessee: (i) terminate this Lease or Lessee's right of possession, but Lessee shall remain liable as hereinafter provided; and (ii) pursue any remedies provided for under this Lease or at law or in equity.
4. **Termination of Right of Possession.** Even though Lessee has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate the Lease (even though it has terminated Lessee's right of possession), and Lessor may enforce all its rights and remedies under this Lease.
5. **Acceleration of Rent.** In the event of any such material default or breach by Lessee, Lessor may, at its election and without limiting Lessor's other rights and remedies, accelerate the payment of all Rent and other monetary sums payable by Lessee for the balance of the term and upon any such elections such sums shall be immediately due and payable in full.
6. **No Waiver.** Lessee and Lessor agree that forbearance or waiver by either party to enforce its rights in connection with any default under this Lease shall not be a waiver of such party's right to enforce its rights in connection with any subsequent default.

I. DISPUTE RESOLUTION

1. **Jurisdiction and Venue.** In the event of a dispute that the Parties are unable to resolve through negotiation, any legal action shall be brought in the circuit court of Tazewell County, Illinois, and each Party consents to jurisdiction and venue in said court.

J. MEMORANDUM OF LEASE

1. **Recordation.** Lessor and Lessee shall cooperate to execute a Memorandum of Lease in recordable form and complying with applicable law. In no event shall such document set forth the rent or other charges payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease. Lessor shall have the Memorandum of Lease recorded with the local county recorder of deeds and provide a file-stamped copy to Lessee. At Lessor's request, upon termination of the Lease, Lessee shall execute and deliver to Lessor a release of any document recorded in the real property records for the location of the Premises evidencing this Lease. The obligations of Lessee under this Section J.1 shall survive the expiration or any earlier termination of the Lease Term.

K. MISCELLANEOUS

1. **Notices.** All notices shall be made as specified below. All notices will be made in writing except where this Lease expressly provides that notice may be made orally. Notices required to be in writing shall be delivered by hand delivery, overnight delivery, facsimile, or e-mail (with evidence of successful transmission). Notice by facsimile or email will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered.. A Party may change its address by providing notice of the same in accordance with the provisions of this Section. Initial addresses for notice shall be as follows:

Lessor: City of Pekin
Attn: City Manager
111 S. Capitol St.
Pekin, IL 61554

Lessee: Hawk-Attollo
801 W. Main Street
Peoria, Illinois 61606

2. **Governing Law.** This Lease will be governed by the laws of Illinois without giving effect to principles of conflicts of laws that would require the application of the law of another jurisdiction.
3. **Entire Agreement; Amendments.** This Lease constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements or understandings, relating to the subject matter hereof. Any amendment, modification or change to this Lease will be ineffective unless in writing and signed by both Parties.
4. **Severability.** If any part, term, or provision of this Lease is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Lease, and shall not render this Lease unenforceable or invalid as a whole.
5. **No Third Party Beneficiaries.** Nothing in this Lease will provide any benefit to any third party or entitle any third party (other than any Lessor Indemnitee or Lessee Indemnitee) to any claim, cause of action, remedy or right of any kind.

6. **Relationships of Parties.** This Lease shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.
7. **Counterparts.** This Lease may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument.
8. **Further Assurances.** The Parties shall do such further acts, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this Lease.
9. **Construction of Agreement.** This Lease and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against both Parties and shall further be construed and interpreted without reference to the identity of the Party preparing this document, it being expressly understood and agreed that the Parties participated equally in the negotiation and preparation of this Lease or have had equal opportunity to do so.
10. **Estoppel.** Either Party shall, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party, execute and deliver a written instrument, certifying to such requesting Party, or any other Person specified by such requesting Party: (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of such Party there are then existing any defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; (iii) such other information as may be reasonably requested by a Party hereto. Any written instrument given hereunder may be relied upon by the recipient of such instrument.
11. **Confidentiality.** Each Party that receives information (the “Receiving Party”) will hold in confidence any information concerning the confidential business information of the other Party (the “Disclosing Party”) and will not disclose, publish or make use of such information unless (a) the Disclosing Party agrees in writing to the release of such information; (b) the Receiving Party can establish that the information was generally available in the public domain at the time of such disclosure or was developed independently by the Receiving Party; or (c) such information is required by Applicable Law to be disclosed; provided, however, that such disclosure will be made only to the extent required by Applicable Law and only after providing the Disclosing Party with prior written notice. Notwithstanding the foregoing, each Party agrees that the other Party may disclose such information to its officers, directors, employees, agents, representatives, contractors, lenders, and investors, on a “need to know” basis; provided, however, that such officers, directors, employees, agents, representatives, contractors, lenders and investors will be advised of the confidentiality provisions hereof. The obligations of the Parties under this Section will survive for a period of two (2) years from and after the termination of this Lease.
12. **Quiet Enjoyment.** Lessor covenants that Lessee shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term or until it is terminated as in this Lease provided without hindrance by Lessor or by anyone claiming by, through or under Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, as of this _____ day of _____, 2018.

LESSEE: _____

NAME: _____

TITLE: _____

LESSOR: CITY OF PEKIN

TITLE: _____ John McCabe, Mayor _____ Date

ATTEST: _____
Sue McMillan, City Clerk _____ Date

EXHIBIT A
Description of Premises

Attachment: SOL-AIR Ground Lease - Final (1495 : Land Lease Agreement for Solar Project at Airport)

EXHIBIT B
SCHEDULE OF DEFINITIONS

Definitions. The definitions provided below and elsewhere in this Lease will apply to the defined terms used in this Lease:

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Applicable Law” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to Renewable Energy Credits,

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 22, 2018

From: Mark Rothert, Assistant City Manager

AGENDA ITEM: Employment Agreement for Interim City Manager

AGENDA DATE REQUESTED: August 27, 2018

ACTION REQUESTED: Approve resolution to enter into Employment Agreement for Interim City Manager

DESCRIPTION: The City of Pekin (Employer) has an immediate need to appoint an Interim City Manager as of August 31, 2018. The Employer desires to retain the services of Mark Rothert (Employee) who has the education, training and experience in local government management to serve as Pekin's Interim City Manager. An Interim Employment Agreement ("Agreement") is desired between both parties to set forth the terms and conditions of the employment relationship between the Employer and the Employee. The interim term would initially be up to 3 months (90 days) and could be extendable upon terms and conditions mutually satisfactory to the parties.

FINANCIAL IMPACT: \$30,000, plus health FICA and IMRF benefits, for a three month term.

Budget Line Item: 100-001-511600 (Admin Personnel)

Budget Amount: \$170,995.50

Line Item Expenses Year to Date (unaudited): \$45,679.44

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The City will hire an Interim City Manager

IMPACT IF DENIED: The City will not hire an Interim City Manager

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

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

City Manager:
Date:

Resolution No. 113-18/19 - Employment Agreement for Interim City Manager

WHEREAS, there is an immediate need to appoint an Interim City Manager for the City of Pekin starting August 31, 2018; and

WHEREAS, the City of Pekin ("Employer") desires to retain the services of Mark Rothert ("Employee") who has the education, training and experience in local government management to serve as Pekin's Interim City Manager; and

WHEREAS, an Interim Employment Agreement ("Agreement") is desired between Employer and Employee to set forth the terms and conditions of the employment relationship between the Employer and the Employee.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Pekin, Illinois as follows:

1. That the above recitals are true and correct and incorporated herein.
2. The City Council does hereby appoint Mark Rothert to the position of Interim City Manager.
3. That the Mayor is authorized, on behalf of the City Council, to execute the Interim Employment Agreement setting forth the terms and conditions of employment for Mark Rothert.

MAYOR

ATTEST:

CITY CLERK