



**CITY COUNCIL MEETING
TUESDAY, MAY 29, 2018
5:30 PM**

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
4.	Approval of Minutes
4.1.	City Council - Regular Meeting - May 14, 2018 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Receive and File Pekin Plan Commission Minutes Dated March 14, 2018
6.2.	Receive and File Zoning Board of Appeals Minutes Dated April 11, 2018
6.3.	Building Department Report - April 2018 ACTION REQUESTED: Receive and File April 2018 Building Department Report
6.4.	PD Stats - April 2018 ACTION REQUESTED: Receive and File PD Stats – April 2018
6.5.	Purple Heart Community Proclamation ACTION REQUESTED: Adopt the Proclamation
6.6.	Annual Rates for Intergovernmental Agreement Illinois Department of Transportation for the Municipal Maintenance of State Highways ACTION REQUESTED: Receive and File the rates of compensation for maintaining the State Highways in Pekin
6.7.	Resolution No. 95-18/19 Resolution Providing Consent of Assignment of the Murray Brian d/b/a Brian Agricultural Aviation Land Lease at the Pekin Municipal Airport ACTION REQUESTED: Adopt the resolution providing consent of assignment of the Murray Brian d/b/a Brian Agricultural Aviation Land Lease at the Pekin Municipal Airport to Cruce Aviation LLC in accordance with Section 12 “Sublet Clause” of the Lease

7.	Communications
7.A.	Events
7.A.1.	City of Pekin Summer Events
7.A.2.	Ledgestone Insurance Disc Golf Open
8.	New Business
8.1.	Resolution No. 94-18/19 A resolution for the City to provide a \$10,000 sponsorship in support of the 2018 Ledgestone Insurance Disc Golf Open ACTION REQUESTED: Adopt the resolution for the City to provide a \$10,000 sponsorship in support of the 2018 Ledgestone Insurance Disc Golf Open.
8.2.	Ordinance No. 2789 - 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. 2789 – 18/19 as recommended by the Liquor Commission of the City of Pekin.
9.	Any Other Business To Come Before The Council
10.	EXECUTIVE SESSION 5 ILCS 120/2 (c) 1. Personnel
11.	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 MAY 14, 2018 AT 5:30 O'CLOCK P.M.
JOHN MCCABE * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge was let by Mayor McCabe.

The Clerk confirmed that all Council Members were present except Council Member Orrick. A quorum was declared by Mayor McCabe.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:29 PM
Michael Garrison	Councilman	Present	3:54 PM
Lloyd Orrick	Mayor Pro-Tem	Absent	3:52 PM
John P Abel	Council Member	Present	3:53 PM
Michael Ritchason	Council Member	Present	5:20 PM
Mark Luft	Council Member	Present	5:28 PM
John McCabe	Mayor	Present	3:52 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

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

APPROVAL OF MINUTES

4.1. Motion to: **Approval of Minutes**

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

4.2. City Council - Regular Meeting - Apr 23, 2018 5:30 PM

4.3. City Council - Special Meeting - Apr 30, 2018 2:00 PM

4.4. City Council - Special Meeting - May 4, 2018 8:00 AM

PUBLIC INPUT

Steve Huey, Member of the Airport Commission, spoke on the expanded cost of repairing the runway. He asked Council to accept the expansion of cost to the project. He encouraged Council to see the long-term benefits of the 5% financial cost.

Minutes Acceptance: Minutes of May 14, 2018 5:30 PM (Approval of Minutes)

Mike Reed, Member of Airport Commission, asked Council to pass the request for additional funds to prevent a band-aid on the runway.

Murray Brian, Member of Airport Commission, spoke regarding the runway. Runway has had band-aids on it and has slowly deteriorated. He feels it's a bargain on the City's part.

Dave Nutter spoke to support the airport but he does not support the dollars. The airport is asking for 155K, he read the minutes over the last year. He says the State approved and moved forward with project, so why has it taken a year to come up with what we are going to do? He cannot find it in budget that money was in there for a capitol project and that there was money from State. His other concern, project is going into 2019, he states that the State hasn't passed a budget yet for 2019. How can that be justified if we are already in the hole. He needs some answers.

Ann Witzig spoke about the airport money. Five cent on dollar is good. She addressed the Liquor Commission minutes of 3-20-18 with regards to passed due on wastewater. If citizens don't pay wastewater they get their water cut off. Why do we let establishments not be brought to justice? Ms. Witzig also spoke regarding 7.2 under New Business. She feels it is the City Manager's duty to come forth and say what is going in building. Ms. Witzig then spoke regarding 4.4 acknowledging that Council passed the budget. Where is the budget online?

Charity Gullett spoke regarding 7.2. She announced that a cell phone company will be the new tenant. Beautifying corner will benefit the City. She feels it is a nice touch on the developer's part. She asked Council to vote in favor of awarding funds to this project. She stated that it passed at the ZBA meeting. She also added that Council vote in favor of item 7.3, the purchase of new police department IT Systems.

Brenda Fosdick spoke regarding her concerns with the airport. She would like to know the corporate stats. She feels Peoria's airport isn't much different and that the City's is more of a recreational thing. She would like more information on the whole project.

CONSENT AGENDA

Mayor McCabe presented the Consent Agenda and 6 business items were approved by Omnibus vote.

- 6.1. Municipal Clerk Week - May 6, 2018 - May 12, 2018**
Mayor McCabe read and presented his Proclamation for the City Clerk, Sue McMillan and all her work for the City.
- 6.2. Tazewell County Animal Control Billing - April 2018**
- 6.3. March 2018 Police Department Monthly Stats**
- 6.4. Resolution No. 92-17/18 Annual Appointments**

- 6.5. **Receive and File Liquor Commission Minutes dated February 22, 2018**
- 6.6. **Receive and File Liquor Commission Minutes dated March 22, 2018**
- 6.7. **Motion to: Motion to Approve Consent Agenda**

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

NEW BUSINESS

- 7.1. **Ordinance No. 2787-18/19 To Establish a Date for a Public Hearing for the Proposed Second Amendment to the Pekin South Industrial Park Conservation Area Tax Increment Financing (TIF) District**
Assistant City Manager, Mark Rothert, explained the action requested. At its March 26, 2018 meeting, the City Council approved work to begin amending the boundary of the Southern Industrial Park TIF District. Per the State of Illinois TIF Act, a step in the amendment process is to establish a date for a public hearing so that input regarding the amendment can be received. Staff recommends approval of the ordinance. He explained that the next step for the proposed amendment will be July 5, 2018 at 5:30 P.M. and pointed out that regulations of the TIF act requires so many days in advance to meet deadlines and that is why a sooner date could not be planned.

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

- 7.2. **Ordinance No. 2788-18/19 An Ordinance to Approve a Redevelopment Agreement with Pekin Properties, LLC for improvements in the Pekin Central Business District Tax Increment Financing (TIF) District**
Assistant City Manager, Mark Rothert, presented this item. He explained that local commercial developer, Jeff Graves, representing Pekin Properties, LLC has requested assistance in redeveloping 425 Ann Eliza Street. Pekin Properties, LLC desires to demolish the existing structure and replace it with a new building and restore the parking lot at this site. Attached to this memo briefing are site renderings of the improvements. The total project costs are approximately \$350,000. To complete the project, Pekin Properties, LLC is requesting \$25,000 in Central Business District Tax Increment Financing (TIF) assistance to help defray TIF eligible project costs (i.e. land assembly, demolition, site work, etc.). If granted, TIF incentives would be approved through the attached redevelopment agreement between the City of Pekin and Pekin Properties, LLC. Work on the project would begin this spring/summer. Staff recommends approval.

Mr. Graves approached the podium and gave his history. He stated that he was happy to be here and that he started 30 years ago with Hardee's and O'Reilly

Auto Parts and has gone on to do projects such as the Verizon building, U.S. Cellular, Asian Bistro and that at 425 Ann Eliza he plans to demolish the existing building and rebuild. He had not planned to announce the tenant, as he likes to have the tenants make their own announcements. He projects sales to be \$1.2M.

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

7.3. Purchase of new Police Department I.T. Systems in an amount not to exceed \$80,000

Assistant City Manager, Mark Rothert, presented the item. The IT Department is requesting funding approval in an amount not to exceed \$80,000 for three projects that will provide technology upgrades and support to the Police Department. Due to state/federal mandates and aging software/equipment, these projects are recommended by staff to be implemented this fiscal year. These projects include a Telestaff upgrade, squad car computers, and purchase of Log Rhythm for Criminal Justice Information Security (CJIS).

Mr. Rothert also stated that no funds have been expended out of the budget as of this year.

Council Member Garrison asked for an explanation as to why there is a need to have a computer in a squad car. Chief John Dossey explained that they use computers for electronic ticketing, they have printers in the cars, it is time efficient, and allows for less mistakes. It also allows them to run warrants, criminal histories, safety issues, alerts from other police departments, ability to run driver licenses and obtain photo ID. Utilizing share point gives access to all of our forms, keeping officers on the street as opposed to in the station.

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

7.4. Appropriation of Additional Funding for the Airport Budget

City Manager Anthony Carson announced that this item was brought to our attention by the State, they offered to bring additional funding to the City airport just last week.

City Engineer, Mike Guerra, spoke on the airport. He explained that IDOT came to him last minute which changed the scope to rehabilitate the runway. It is

experiencing severe cracking on runway. Full Depth cracks to the base. Been asking for funding the last 5 years and have denied every time up to a week ago. He explained that we were supposed to submit last week, but they gave a 1 week extension. This State program offered additional money to rehabilitate, remove completely to reconstruct and get a new runway, but comes increased cost. The City had some budgeted but it was not enough. Net increase of costs will defray long term maintenance costs. Hanson estimates 10-15 years with mill and overlay or 20 plus years with rehabilitation. Hanson representative is here. As Mr. Carson mentioned, Mr. Dugan is here from airport and Ms. Hausman from Hanson.

Airport Manager, Todd Dugan, addressed questions. He explained that money does not come from the State but comes from FAA and funnels from IDOT. Niemann Foods is an example of some of the corporate planes that come in. Operations lately have increased this year, doubled operations of this time last year. The airport has had more business use and more citizen use, they have a flight instructor now, and company just started doing air images buying our fuel. 100 operations a week just from that.

Council Member Luft thanked Brenda Fosdick for coming and giving input and Mr. Reed for giving support. He expressed that he is an advocate of getting a check before doing anything and asked what would we be looking at liability wise if we don't invest.

Airport Manager, Todd Dugan explained that we are required through the FAA to maintain these projects. Doing it right should pay for itself.

Council Member Luft asked if something would happen if it would fall on us.

City Engineer, Mike Guerra explained that that was a risk management question but, he believes it would fall on City and added that the mill and overlay is 100% city cost.

Council Member Luft inquired about fuel prices and which line item the funds were coming out. Mr. Guerra explained that it would be coming out of the General Fund and the reason it was not in the budget is because we wanted to make sure the numbers were accurate as IDOT did not have this project programmed in 2017 so we could not forecast it.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Terry Tatum spoke regarding the hometown heroes project. He announced that three

banners came in. Presentation Ceremony coming up before Memorial Day weekend.

Dave Nutter thanked Council for answers. He will agree to disagree and take 5 cents on the dollar. Questions, Part-time yard crew brought on by one of the Teamsters, why jump in the rate. Another thing, the ordinances that are written or unpaid, only collected 34% of what's ticketed. Where do we stand at the eyesore at Court and Parkway?

Ann Witzig spoke again regarding the airport. She will have to agree to disagree. There is a report that people are behind on rents. How much is owed and what is the penalty if they do not pay. Will this change the budget? She believes the airport can be a good thing.

Elaine Ritchie spoke to say she is not smart but smart enough to realize that she would not be signing the release to the credit monitoring agreement the City offered in the mishandling of employee files. She stated the City should have to protect us.

Mr. Guerra announced that May 20-26th National Public Works Association.

Chief Dossey spoke regarding changes to how they collect. At the end of February, file claims with State Comptroller and they have various means to collect, attaches to income tax returns, employee with state will have garnished checks, we have had several offsets through IL Debt Recovery Program, being more efficient. We changed the collection company. We are not paying company any of fees paid by violator. What you are looking at is a year behind.

Council Member Luft thanked Sue for everything she does. The Word proclamation came up a lot. It is Police Officer Week. Owe a silence for fallen officers. Mayor McCabe offered the room to agree to take a moment of silence.

Council Member Luft asked that someone look at property at 1410 S. 12th Street to address the issue.

Council Member Schramm reiterated, and thanked Ms. McMillan.

Mayor thanked the City Clerk and all City employees.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

No further action to come before the 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 6:46 P.M.

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: May 21, 2018****From: John Lebegue, Building & Inspections****AGENDA ITEM:** Pekin Plan Commission Minutes Dated March 14, 2018**AGENDA DATE REQUESTED:** May 29, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Pekin Planning Commission Meeting
 Council Chambers
 111 South Capitol Street, 2nd level
 March 14, 2018
 5:30pm

Present:

Bill Craig, Chair
 Steve Thompson
 Chris Deverman
 Don Hild

Daryl Dagit
 James Ruth

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 Scott Kriegsman.

MOTION by Daryl Dagit to approve the March 14, 2018 Agenda, Seconded by Chris Deverman. On roll call vote, all present voted AYE. Motion approved.

MOTION by Steve Thompson to approve the minutes of October 11, 2017, Seconded by Don Hild. On roll call vote, all present voted AYE. Motion approved.

Council Action Reports:

At the October 23, 2017 regular meeting of the Pekin City Council, the members of the City Council concurred with the recommendation of the Plan Commission, and by a vote of 6 to 1, denied the petition for Special Use authorization for a home occupation to operate a dog daycare use at 1102 Chestnut Street.

Work session to discuss violations of Special Use Authorization granted to Matthew Mackey to operate a tire shop / auto repair use at 702 S. 2nd Street and a discussion on the suitability of climate controlled storage establishments in the B-3, General Business District.

Chairman Bill Craig opened the discussion and asked if there was anyone here to speak in regard to the issue. Building Inspections / Development Director John Lebegue stated that no one associated with 702 S. 2nd Street was present. Mr. Lebegue then gave a short summary of the activities taking place at 702 S. 2nd Street that were in violation of the Special Use authorization that was granted.

Attorney Scott Kriegsman commented that in regard to the unauthorized sale of vehicles from the property at 702 S. 2nd Street, they would need a license and authorization from the State of Illinois to conduct any auto sales from that property and would also require separate Special Use authorization as well.

Commissioner Jim Ruth stated that he felt that Matthew Mackey should be cited for the violation of the Special Use and the matter being handles through the court process.

Commissioner Daryl Dagit then asked how the Plan Commission would go about undoing the special Use authorization that was granted to 702 S. 2nd Street.

Chairman Bill Craig stated that the Plan Commission can recommend to the City Council that a Special Use be rescinded for failure to comply with the conditions place on the Special Use and relevant zoning requirements for the use.

Commissioner Steve Thompson stated that the City is at fault in this situation, as there has been a history of no follow through and enforcement of special Use conditions.

Chairman Bill Craig stated that there has also been a history of noncompliance with Special Use conditions by those that were granted a Special Use permit.

Attorney Scott Kriegsman commented that addressing the issue through the court process can be a lengthy process, but fines could be assessed to those in violation of listed conditions and that the City has a hearing officer that is not shy about fining violators.

Commissioner Daryl Dagit suggested that perhaps the City could require those who receive a Special Use permit to submit a bond and if they don't comply with all conditions of the Special Use, the City would pull the bond.

Chairman Bill Craig then stated that all properties that have been issued Special Uses permits should be annually inspected prior to the re-issuance of the Special Use permit.

Commissioner Don Hild stated that inspection of those properties that had been granted a Special Use permit before re-issuing the Special Use permit would help address the problem of unlawful storage of stuff outside the building.

Building Inspections / Development Director John Lebegue stated that he will work on compiling a database of any conditions placed on those properties that were granted a Special Use permit so that he could verify the conditions were being complied with before re-issuing the Special Use permit.

The work session to discuss violations of Special Use conditions and Zoning Code requirements at 702 S. 2nd Street ended with the members of the Plan Commission concurring that activities at 702 S. 2nd Street should continue to be monitored by the City and if conditions and zoning

requirements are not met that the matter be brought back to the Plan Commission to have the Special Use authorization revoked.

In regard to the issue as to the suitability of climate controlled storage establishments in the B-3, General Business District, the members of the Plan Commission concurred that the existing Zoning Code language would allow climate controlled storage as an allowed use in the B-3, General Business District and that no amendments would need to be made.

No public input

Motion made by Chris Deverman, seconded by James Ruth 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

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: May 23, 2018****From: Sue McMillan, City Clerk****AGENDA ITEM:** ZBA Minutes April 11, 2018**AGENDA DATE REQUESTED:** May 29, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Pekin Zoning Board of Appeals
City Council Chambers
111 S. Capitol Street, 2nd Level
April 11, 2018
5:00pm**

Present:

John Kennedy, Chair
Mary Lanane
Wayne Altpeter

Chris Lang
Kim Joesting
Charity Gullett

Staff Present: Attorney Scott Kriegsman, John Lebegue, Building Inspections/Development Director

John Kennedy, Chair led the pledge of allegiance.

John Kennedy, Chair called the regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

John Kennedy, Chair asked for approval of the Agenda.

MOTION by Kim Joesting, seconded by Greg Henderson to approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

John Kennedy, Chair asked for approval of the November 8, 2017 Minutes.

MOTION by Wayne Altpeter, seconded by Chris Lang, to approve the Minutes of November 8, 2017 as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Application #1:

Hearing #1: Open: 5:03pm Closed: 5:10pm

Hearing #1:

To allow applicant Joseph Payne of Above Standard Fencing, representing owner Peggy Broombaugh, to increase the height of a fence in the front yard from to 5 feet in height, in lieu of the allowed 4 foot, ornamental fence in front yard, to install 8 linear feet of vinyl, privacy fencing tapering from 5 feet in height to 3 feet in height, as stated in the current Zoning Code for R-4(One Family Residential District) located at 1023 Market Street, with a Legal Description of SEC 35 T25N R5W Campbell Durley & Newhalls Addn. Lot 12 Blk. 21 SW 1/4, with the following P.I.N.# 04-04-35-362-012 in Tazewell County, Illinois.

Discussion: After Chairman John Kennedy asked if anyone had any questions or wished to speak concerning the matter, Peggy Broombaugh, owner, came forward and explained the reasons that she was seeking a variance to install a section of fencing into the front yard setback area. Ms. Broombaugh stated that she wished to have the section of fencing installed to prevent the kids from the neighboring property to come onto her property and to maintain a level of privacy.

Charity Gullett stated that without entirely enclosing the front yard with a fence, that the proposed section of fencing would not make that much sense in preventing kids from coming onto her property.

Ms. Broombaugh explained that the proposed fencing would help hide the mess next door without having to go to the expense of completely enclosing the front yard with a fence. Ms. Broombaugh continued by explaining that she has had a history of problems with the tenants of the rental property to the west of her property.

Wayne Altpeter stated that he too doubted that a section of fence would be of much help to prevent kids from coming onto her property.

Charity Gullett stated that Ms. Broombaugh should work with the City Code Enforcement Dept. to address the mess that exists next door, as that will work better than the fence.

Chairman John Kennedy then requested that the Code Enforcement Dept. inspect the rental property to the west of 1023 Market Street and assist Ms. Broombaugh in addressing any code violations that may exist at the neighboring property.

Chairman John Kennedy then asked if the City had received any calls in regard to the variance application. Building Inspections / Development Director John Lebeque answered by stating that the City received no calls or feedback in regard to the variance request from the public.

Chairman John Kennedy then called for a vote on the variance request. On roll call vote, Nays: Mary Lanane, Wayne Altpeter and Charity Gullett Ayes: Chairman John Kennedy, Chris Lang and Kim Joesting. **VARIANCE REQUEST DENIED.**

Application #2:

Hearing #2: Open: 5:10 pm Closed: 5:15 pm

Hearing #2:

To allow applicant, Jeffrey P. Graves, dba Pekin Properties, LLC, to decrease the required rear yard setback of 10 feet to 4.7 feet to allow the demolition and re-construction of the existing, non-conforming building, as stated in the current Zoning Code for a B-3(General Business District)located at 425 Ann Eliza Street, with a Legal Description of SEC

35 T25N R5W Pekin Original Town PT Lots 9 and 10 Block 74 SW ¼, with the following P.I.N.# 04-04-35-327-010 in Tazewell County, Illinois.

Discussion: After Chairman John Kennedy asked if anyone had any questions or wished to speak concerning the matter, applicant, Jeffrey Graves stated that the variance was being requested a second time to allow the demolition and reconstruction of the existing non-conforming building for a future showroom for a cellular telephone tenant. Mr. Graves continued by explaining that after further evaluation, the existing building was found to be constructed to agricultural standards and conversion of the building to a commercial standard would not be cost effective, therefore he has decided to demolish the existing building and build a new building with the same non-conforming rear yard setback. Mr. Graves ended his comments by explaining that the new building would be moved 5 feet to the east to provide more space from the property to the west and to provide an area for an enclosed dumpster area.

Kim Joesting stated that he was happy that the building had been moved to the east to provide additional space between the buildings.

Chairman John Kennedy then asked if the City had received any calls concerning the variance application. Building Inspections / Development Director John Lebegue answered by stating that the City received 1 call in regard to the variance request for 425 Ann Eliza Street and that the call was in favor of the variance request.

Chairman John Kennedy then called for a then called for a vote on the variance request. On roll call vote, **Ayes:** Chairman John Kennedy, Chris Lang, Kim Joesting, Wayne Altpeter, Mary Lanane, and Charity Gullett.
VARIANCE REQUEST APPROVED.

Application #3:

Hearing #3: Open: 5:15 pm Closed: 5:22 pm

Hearing #3:

To allow Gordon Pari, applicant, to reduce the required front, rear and side building setbacks, which is currently not allowed as stated in the current Zoning Code for I-2 (General Industrial District), in order to construct a 42 foot by 80 foot storage building located at 515 Main Street with a Legal Description of Sec 03 T24 N R5W Cincinnati Addn. Lot 140 NW ¼ in Tazewell County, Illinois, with the following P.I.N.# 04-10-03-103-008.

Discussion: After Chairman John Kennedy asked if anyone had any questions or wished to speak concerning the matter, applicant, Gordon Pari explained the nature of the request and the reason for the variance requests. Mr. Pari explained that he had been looking for a property on which to construct the proposed storage building and this property met many of his requirements. Mr. Pari ended by stating that full application of the required yard setbacks rendered the property at 515 Main Street and the

building he was planning on constructing would be a substantial improvement for the area.

Kim Joesting then asked Mr. Pari if he had any plans to rent out space in the proposed storage building.

Mr. Pari responded by stating that he had no plans to rent any space and the storage building was entirely for his private use.

Mary Lanane then inquired as to whether the City received any calls or correspondence concerning the variance requests.

Building Inspections / Development Director John Lebegue answered by stating that the City received three call concerning the variance requests for 515 Main Street and that all calls were in favor of the variance request.

Chairman John Kennedy then called for a then called for a vote on the variance request. On roll call vote, **Ayes:** Chairman John Kennedy, Chris Lang, Kim Joesting, Wayne Altpeter, Mary Lanane, and Charity Gullett.

VARIANCE REQUESTS APPROVED.

PUBLIC INPUT:

No public input at this time.

John Kennedy, Chair asked for a motion to adjourn.

MOTION by Wayne Altpeter, seconded by Kim Joesting to **ADJOURN** the meeting. Meeting Adjourned at 5:23pm.

Zoning Board of Appeals
John R. Lebegue, Secretary



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 21, 2018

From: John Lebegue, Building & Inspections

AGENDA ITEM: Building Department Report - April 2018

AGENDA DATE REQUESTED: May 29, 2018

ACTION REQUESTED: Receive and File April 2018 Building Department Report

DESCRIPTION: April 2018 Building Department Report

FINANCIAL IMPACT: <Insert Financial Impact

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: <Insert the impact if approved>>

IMPACT IF DENIED: <Insert the impact if denied>

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:

Receipt Listing by GL



Pekin
ILLINOIS

Packet Pg. 20CR - Cash Receipts Proof List by GL (05/22/2018 - 12:57 PM)

Account Number	Account Description			Amount		
Receipt No	Void	Cust No	Name	Receipt Date	Line Item Description	Amount
00519082	False	000000	Mucciante Heating & Cooling	4/9/2018	HVAC Permit	20.00
00519094	False	000000	Accurate Heating & Cooling	4/9/2018	HVAC Permit	40.00
00520004	False	000000	Service Inc	4/13/2018	HVAC Permit	20.00
00520750	False	000000	Service Inc	4/18/2018	HVAC Permit	40.00
00520897	False	000000	Cordis Heating & Air	4/18/2018	HVAC Permit	80.00
00520913	False	000000	Fritch Heating & Cooling	4/18/2018	HVAC Permit	20.00
00520914	False	000000	Fritch Heating & Cooling	4/18/2018	HVAC Permit	40.00
00521970	False	000000	Service Inc	4/23/2018	HVAC Permit	40.00
00523741	False	000000	Christopher Lutes	4/25/2018	HVAC Permit	200.00
00524027	False	000000	Covenant Heating & Air	4/25/2018	HVAC Permit	20.00
00524050	False	000000	Griffin Heating & Cooling	4/25/2018	HVAC Permit	40.00
Fund: 100						Total: 700.00
100-793-426000						
Electrical Permits						
00516070	False	000000	Ruyle Mechanical	4/3/2018	Electrical Permit	43.00
00516095	False	000000	Eric McCann	4/3/2018	Electrical Permit	43.00
00516140	False	000000	Kathy Tibbs	4/3/2018	Electrical Permit	46.00
00517862	False	000000	Arnold Spiker	4/5/2018	Electrical Permit	43.00
00519091	False	000000	Jeremy Tibbs	4/9/2018	Electrical Permit	43.00
00519095	False	000000	S & S Lighting	4/9/2018	Electrical Permit	43.00
00519097	False	000000	Porter Electric	4/9/2018	Electrical Permit	43.00
00519099	False	000000	Eric Oberle	4/9/2018	Electrical Permit	43.00
00520855	False	000000	Kellem & Kinzer Electric	4/18/2018	Electrical Permit	43.00
00520875	False	000000	J-Horn Electric	4/18/2018	Electrical Permit	43.00
00520877	False	000000	BD Sessa Electric Inc	4/18/2018	Electrical Permit	110.00
00520891	False	028115	Zach Langloss	4/18/2018	Electrical Permit	43.00
00520907	False	000000	Oberlander Electric	4/18/2018	Electrical Permit	169.00
00523688	False	000000	BD Sessa Electric	4/25/2018	Electrical Permit	31.00
00523708	False	000000	L & F Electric	4/25/2018	Electrical Permit	43.00
00523709	False	000000	Grimm Electric	4/25/2018	Electrical Permit	43.00
00523735	False	000000	Schwartz Electric	4/25/2018	Electrical Permit	43.00
00523736	False	000000	Laser Electric	4/25/2018	Electrical Permit	43.00
00523737	False	000000	Oberland Electric	4/25/2018	Electrical Permit	26.00
00523738	False	000000	Schwartz Electric	4/25/2018	Electrical Permit	43.00
Fund: 100						Total: 1,027.00

Account Number	Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
100-793-426400								
Building And Rezoning Permit								
00515714	False	000000	Edward Sparks	4/3/2018	Building Rezoning Permits	20.00		
00516034	False	000000	Whistle's Tremont Roofing	4/3/2018	Building Rezoning Permits	59.00		
00516036	False	000000	Whistle's Tremont Roofing	4/3/2018	Building Rezoning Permits	71.00		
00516038	False	000000	Whistle's Tremont Roofing	4/3/2018	Building Rezoning Permits	56.00		
00516040	False	000000	Whistle's Tremont Roofing	4/3/2018	Building Rezoning Permits	80.00		
00516042	False	000000	whistle's Tremont Roofing	4/3/2018	Building Rezoning Permits	62.00		
00516046	False	000000	Perfect Choice Exteriors	4/3/2018	Building Rezoning Permits	59.00		
00516056	False	000000	Perfect Choice Exteriors	4/3/2018	Building Rezoning Permits	59.00		
00516065	False	000000	Perfect Choice Exteriors	4/3/2018	Building Rezoning Permits	86.00		
00516074	False	000000	Nick Will Do It Roofing	4/3/2018	Building Rezoning Permits	53.00		
00516083	False	000000	Ian Dawson	4/3/2018	Building Rezoning Permits	35.00		
00516090	False	000000	Greg Maloney	4/3/2018	Building Rezoning Permits	76.00		
00516099	False	000000	S.L. Rahn	4/3/2018	Building Rezoning Permits	35.00		
00516137	False	000000	Aloha Construction	4/3/2018	Building Rezoning Permits	50.00		
00516138	False	000000	Kathy Tibbs	4/3/2018	Building Rezoning Permits	125.00		
00516546	False	000000	Dustin Falkingham	4/4/2018	Building Rezoning Permits	20.00		
00517121	False	000000	Karla Alexander	4/4/2018	Building Rezoning Permits	20.00		
00517857	False	000000	Wrona Dorota	4/5/2018	Building Rezoning Permits	20.00		
00518974	False	000000	Greg Hixon	4/9/2018	Building Rezoning Permits	50.00		
00518982	False	000000	Justin Peters	4/9/2018	Building Rezoning Permits	20.00		
00519083	False	000000	Matthew Goolsby	4/9/2018	Building Rezoning Permits	20.00		
00519086	False	000000	Kaitlyn Edwards	4/9/2018	Building Rezoning Permits	20.00		
00519087	False	000000	TCM of Central Illinois	4/9/2018	Building Rezoning Permits	50.00		
00519088	False	000000	Gerald Henricks	4/9/2018	Building Rezoning Permits	20.00		
00519089	False	000000	Mark Richardson	4/9/2018	Building Rezoning Permits	40.00		
00519090	False	000000	Jeremy Tibbs	4/9/2018	Building Rezoning Permits	50.00		
00519104	False	000000	Tim Woolsey	4/9/2018	Building Rezoning Permits	59.00		
00519105	False	000000	Ron Morris	4/9/2018	Building Rezoning Permits	20.00		
00519106	False	000000	Russ Schoon	4/9/2018	Building Rezoning Permits	20.00		
00519107	False	000000	Troy Dubois	4/9/2018	Building Rezoning Permits	55.00		
00519108	False	000000	Troy Dubois	4/9/2018	Building Rezoning Permits	35.00		
00519382	False	000000	Ken Maloney	4/11/2018	Building Rezoning Permits	20.00		
00520117	False	000000	Jason Helmig	4/13/2018	Building Rezoning Permits	20.00		
00520411	False	000000	Ekhoft	4/16/2018	Building Rezoning Permits	104.00		

6.3.a

Account Number Receipt No	Void	Cust No Name	Account Description	Receipt Date	Line Item Description	Amount
00520459	False	000000 Amanda Seelye		4/16/2018	Building Rezoning Permits	20.00
00520554	False	000000 Shannon Seiss		4/17/2018	Building Rezoning Permits	20.00
00520854	False	000000 Jacqueline Bianchi		4/18/2018	Building Rezoning Permits	74.00
00520867	False	000000 TCM of Central Illinois		4/18/2018	Building Rezoning Permits	50.00
00520870	False	000000 Suzi's		4/18/2018	Building Rezoning Permits	20.00
00520872	False	000000 Privett Enterprises, INC		4/18/2018	Building Rezoning Permits	215.00
00520873	False	000000 Jamie Wrhel		4/18/2018	Building Rezoning Permits	88.00
00520876	False	000000 Rocky Top Inc.		4/18/2018	Building Rezoning Permits	56.00
00520880	False	000000 Perfect Choice		4/18/2018	Building Rezoning Permits	71.00
00520882	False	000000 Aloha Construction		4/18/2018	Building Rezoning Permits	35.00
00520883	False	000000 Aloha Construction		4/18/2018	Building Rezoning Permits	40.00
00520886	False	000000 William Collins		4/18/2018	Building Rezoning Permits	20.00
00520890	False	000000 Richard Waggoner		4/18/2018	Building Rezoning Permits	20.00
00520893	False	000000 P&W		4/18/2018	Building Rezoning Permits	799.00
00520898	False	000000 Dentrei Preciado		4/18/2018	Building Rezoning Permits	20.00
00520899	False	000000 Rocky Top		4/18/2018	Building Rezoning Permits	106.00
00520902	False	000000 ABC Home Improvement		4/18/2018	Building Rezoning Permits	50.00
00520903	False	000000 Shirley Loeffelmann		4/18/2018	Building Rezoning Permits	20.00
00520904	False	000000 Pastor Hamilton		4/18/2018	Building Rezoning Permits	20.00
00520906	False	000000 American Dream Home		4/18/2018	Building Rezoning Permits	62.00
00520908	False	000000 Piro Signs		4/18/2018	Building Rezoning Permits	69.00
00520911	False	000000 Randy Palmeri Roofing		4/18/2018	Building Rezoning Permits	50.00
00521272	False	000000 David Keyster		4/20/2018	Building Rezoning Permits	79.00
00521981	False	000000 Louise Chase		4/23/2018	Building Rezoning Permits	50.00
00523336	False	000000 Anthony Fogliano		4/25/2018	Building Rezoning Permits	20.00
00523330	False	000000 Gwen Luthold		4/25/2018	Building Rezoning Permits	53.00
00523382	False	000000 Kelley Construction		4/25/2018	Building Rezoning Permits	89.00
00523383	False	000000 Ekhoft Builders		4/25/2018	Building Rezoning Permits	154.00
00523384	False	000000 Ekhoft Builders		4/25/2018	Building Rezoning Permits	65.00
00523385	False	000000 Mackinaw Valley		4/25/2018	Building Rezoning Permits	35.00
00523387	False	000000 ES Construction		4/25/2018	Building Rezoning Permits	140.00
00523389	False	000000 Rocky Top		4/25/2018	Building Rezoning Permits	50.00
00523390	False	000000 Larry Gouliard		4/25/2018	Building Rezoning Permits	20.00
00523391	False	000000 Kevin Morrow		4/25/2018	Building Rezoning Permits	20.00
00523392	False	000000 Wayne Litwiller		4/25/2018	Building Rezoning Permits	40.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00523696	False	000000	Benassi Roofing	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	124.00
00523700	False	000000	Benassi Roofing	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	172.00
00523701	False	000000	Benassi Roofing	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	160.00
00523702	False	000000	Loren Payne	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	20.00
00523703	False	000000	Collins Roofing	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	134.00
00523704	False	000000	Ekhoff Builders	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	77.00
00523705	False	000000	Larry Vaughn	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	20.00
00523707	False	000000	Roger Look	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	20.00
00523980	False	000000	Joseph Payne	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	20.00
00524048	False	000000	Precision Roofing	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	20.00
00524049	False	000000	Kim Gibbs	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	65.00
00524051	False	000000	Scout Services	Building Rezoning Permits	4/25/2018	Building Rezoning Permits	20.00
00524674	False	000000	Dana Herold	Building Rezoning Permits	4/26/2018	Building Rezoning Permits	94.00
00524758	False	000000	Peoria Fence	Building Rezoning Permits	4/27/2018	Building Rezoning Permits	101.00
00524928	False	000000	DeAnna Fitzanko	Building Rezoning Permits	4/27/2018	Building Rezoning Permits	20.00
00525528	False	000000	Trouble-Free	Building Rezoning Permits	4/30/2018	Building Rezoning Permits	20.00
00525555	False	000000	Johnson Mechanical	Building Rezoning Permits	4/30/2018	Building Rezoning Permits	80.00
00525560	False	000000	Randy Palmeri	Building Rezoning Permits	4/30/2018	Building Rezoning Permits	59.00
00525565	False	000000	Jody Parker	Building Rezoning Permits	4/30/2018	Building Rezoning Permits	20.00
00525579	False	000000	Scott Wagle	Building Rezoning Permits	4/30/2018	Building Rezoning Permits	20.00
Fund: 100							5,595.00
Total:							5,595.00
100-793-451200 Plumbing Permits							
00516069	False	000000	Kalman Engineering	Plumbing Inspections	4/3/2018	Plumbing Inspections	25.00
00516100	False	000000	David Burling & Son	Plumbing Inspections	4/3/2018	Plumbing Inspections	55.00
00516107	False	000000	Poston Plumbing	Plumbing Inspections	4/3/2018	Plumbing Inspections	74.00
00516111	False	000000	Mike Buckley	Plumbing Inspections	4/3/2018	Plumbing Inspections	25.00
00516129	False	000000	Covenant Heating & Air	Plumbing Inspections	4/3/2018	Plumbing Inspections	40.00
00517858	False	000000	Wrona Dorota	Plumbing Inspections	4/5/2018	Plumbing Inspections	25.00
00519079	False	000000	S Lindsey Plumbing	Plumbing Inspections	4/9/2018	Plumbing Inspections	98.00
00519085	False	000000	Dawn Emmons	Plumbing Inspections	4/9/2018	Plumbing Inspections	55.00
00519092	False	000000	Peters Plumbing	Plumbing Inspections	4/9/2018	Plumbing Inspections	25.00
00519096	False	000000	David Burlin & Son	Plumbing Inspections	4/9/2018	Plumbing Inspections	110.00
00519098	False	000000	Debra West	Plumbing Inspections	4/9/2018	Plumbing Inspections	55.00
00519100	False	000000	David Burling & Son	Plumbing Inspections	4/9/2018	Plumbing Inspections	55.00
00520853	False	000000	Ilini Plumbing	Plumbing Inspections	4/18/2018	Plumbing Inspections	20.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00520857	False	000000	David Burling & Son		4/18/2018	Plumbing Inspections	55.00
00520858	False	000000	Tazewell Plumbing		4/18/2018	Plumbing Inspections	20.00
00520863	False	000000	Tazewell Plumbing		4/18/2018	Plumbing Inspections	20.00
00520864	False	000000	Tazewell Plumbing		4/18/2018	Plumbing Inspections	20.00
00520865	False	000000	Tazewell Plumbing		4/18/2018	Plumbing Inspections	20.00
00520874	False	000000	David Burling & Son		4/18/2018	Plumbing Inspections	55.00
00520884	False	000000	Kalman Engineering		4/18/2018	Plumbing Inspections	25.00
00520885	False	000000	David Burling & Son		4/18/2018	Plumbing Inspections	55.00
00520892	False	000000	Litwiler Excavating		4/18/2018	Plumbing Inspections	55.00
00520896	False	000000	David Burling & Son		4/18/2018	Plumbing Inspections	55.00
00520901	False	000000	Illini Plumbing		4/18/2018	Plumbing Inspections	25.00
00523110	False	000000	Burling & Son		4/24/2018	Plumbing Inspections	110.00
00523706	False	000000	David Burling & Son		4/25/2018	Plumbing Inspections	55.00
00523740	False	000000	Covenant Heating & Air		4/25/2018	Plumbing Inspections	75.00
00523988	False	000000	Peters Plumbing		4/25/2018	Plumbing Inspections	100.00
00524020	False	000000	Covenant Heating & Air		4/25/2018	Plumbing Inspections	60.00
00524037	False	000000	Walter Beach plumbing		4/25/2018	Plumbing Inspections	55.00
00524044	False	000000	Huxtable Enterprises		4/25/2018	Plumbing Inspections	25.00
Fund: 100							Total:
1,547.00							
Miscellaneous Receipts							
100-793-499800							
00515765	False	000000	JPG Commercial Real Estate		4/3/2018	Misc Receipts	85.00
00515766	False	000000	Gordon Pari		4/3/2018	Misc Receipts	85.00
00520878	False	000000	RMA Architects		4/18/2018	Misc Receipts	100.00
00520888	False	000000	Joseph Dunn		4/18/2018	Misc Receipts	75.00
00520895	False	000000	George Rump Construction		4/18/2018	Misc Receipts	100.00
00520909	False	000000	Architectural Design Group		4/18/2018	Misc Receipts	100.00
00520915	False	000000	Corey O'Donnell		4/18/2018	Misc Receipts	85.00
Fund: 100							Total:
630.00							

Report Totals:

10,559.00

Code Enforcement Citations by Type

Printed: 5/1/2018

Page 1 of 2

Code Descriptor	Permits required for work	Code Identifier	11
Code Descriptor	Erosion Control/ Stormwater Controls	Code Identifier	3
Code Descriptor	Insufficient number of litter containers	Code Identifier	2
Code Descriptor	Nuisances/ Creating & maintaining	Code Identifier	8
Code Descriptor	Parking regulations front yard setback	Code Identifier	12
Code Descriptor	Illegal Business Occupancy	Code Identifier	1
Code Descriptor	No C.O.detector/ fire detector	Code Identifier	1
Code Descriptor	Unsafe structure	Code Identifier	5
Code Descriptor	Structure fire	Code Identifier	2
Code Descriptor	Structure unfit for human occupancy	Code Identifier	5
Code Descriptor	Property maintenance violation	Code Identifier	12
Code Descriptor	Right-of-way obstructions	Code Identifier	3
Code Descriptor	Games(basketball hoops) in R.O.W.	Code Identifier	1
Code Descriptor	No approved garbage container	Code Identifier	1
Code Descriptor	Tall grass and weeds	Code Identifier	1
Code Descriptor	Junk cars	Code Identifier	39

Attachment: April 2018 Building Report (1412 : Building Department Report - April 2018)

Code Enforcement Citations by Type

Printed: 5/1/2018

Page 2 of 2

Code Descriptor	Junk and debris	Code Identifier	29
Code Descriptor	Yard requirements for kennels	Code Identifier	1
Code Descriptor	Dog droppings in yard	Code Identifier	1
Code Descriptor	Abandoned Structure	Code Identifier	1
Code Descriptor	Off street parking	Code Identifier	22



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 14, 2018

From: John Dossey, Police Chief

AGENDA ITEM: Police Department Stats - April 2018

AGENDA DATE REQUESTED: May 29, 2018

ACTION REQUESTED: Receive and File PD Stats – April 2018

DESCRIPTION: PD Stats – April 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.
	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 POLICE DEPARTMENT
END OF MONTH REPORT FOR APRIL 2018**

	APRIL 2017	MARCH 2018	APRIL 2018
TRAFFIC TICKETS	620	295	724
WARNING TICKETS	215	166	240
OFFENSES	422	443	482
ARRESTS	260	248	277
PARKING TICKETS	28	34	36
STOPS	676	406	847
IMPOUNDS	NA	37	37

MUNICIPAL ORDINANCE TICKETS

NUMBER OF MUNICIPAL ORDINANCE TICKETS WRITTEN 92
 NUMBER OF TICKETS PAID OVER THE COUNTER 24
 FINES COLLECTED OVER THE COUNTER \$5,500.00

PARKING TICKETS

PARKING TICKETS WRITTEN 36
 PARKING TICKETS PAID OVER THE COUNTER 21
 PARKING FINES COLLECTED \$1,665.00

IMPOUNDS

IMPOUNDS 37
 IMPOUNDS PAID 24
 IMPOUND FINES COLLECTED \$12,000.00

ANIMAL CONTROL

NUMBER OF TICKETS WRITTEN 20
 NUMBER OF TICKETS PAID 2
 FINES COLLECTED \$200.00



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 23, 2018

From: Sue McMillan, City Clerk

AGENDA ITEM: Proclamation Purple Heart Community

AGENDA DATE REQUESTED: May 29, 2018

ACTION REQUESTED: Adopt the Proclamation

DESCRIPTION: <Insert Description Here>

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: <Insert the impact if approved>>

IMPACT IF DENIED: <Insert the impact if denied>

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:

Office of the Mayor



PROCLAMATION

WHEREAS: The people of the city of Pekin have a great admiration and the utmost gratitude for all the men and women who have served their country and this community in the armed forces of the United States; and

WHEREAS; our veterans have paid the ultimate price of freedom by leaving their families and communities to place themselves in harm's way for the good of the nation; and

WHEREAS: the contributions and sacrifices of the men and women from Pekin, who served in the Armed Forces, have been vital in maintaining the freedom and the way of life enjoyed by our community members; and

WHEREAS: many men and women in uniform have given their lives to keep Americans safe at home during times of war; and

WHEREAS: many veterans in our community have been awarded the Purple Heart Medal as the result of being wounded during acts of courage in saving the lives of their comrades in arms while engaged with a hostile enemy force; and

WHEREAS: the City of Pekin and all of its residents would like to show our gratitude to all of those veterans who have sacrificed so much for all Americans by designating Pekin as a Purple Heart Community:

NOW, THEREFORE, BE IT RESOLVED that I, John McCabe, mayor of the City of Pekin, Tazewell County, Illinois, in recognition of this, do hereby proclaim the City of Pekin as a

Purple Heart Community

and ask all community members to honor the service and sacrifice of those who put themselves in harm's way for their unit, the United States Military and the nation.

ADOPTED, this 29th day of May, in the Year of Our Lord, Two Thousand and Eighteen.

JOHN MCCABE
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Attachment: PURPLE HEART COMMUNITY (1419 : Proclamation Purple Heart Community)

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: May 21, 2018****From: Michael Guerra, City Engineer****Michael Guerra, City Engineer****AGENDA ITEM:** 2018 IDOT Maintenance Rates**AGENDA DATE REQUESTED:** May 29, 2018**ACTION REQUESTED:** Receive and File the rates of compensation for maintaining the State Highways in Pekin**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

May 17, 2018

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

Dear City Clerk:

The State of Illinois, acting through its Department of Transportation, entered into an agreement for the Maintenance of Municipal Streets with your municipality.

This letter is to inform you the Department finds the terms of this agreement to be satisfactory and is hereby exercising its options to extend the agreement to cover the 12-month period beginning July 1, 2018.

An updated Computation Sheet(s) for this period is attached. The adjustment factor used to determine the rates of compensation shown on the computation sheet has been increased to 6.47 to reflect the 3.86% increase in the Construction Cost Index published by the Engineering News Record. In addition, the computation sheet has been reviewed to insure your municipality is being compensated correctly for the State highways it maintains.

Consequently, the Department will pay your municipality \$103,053.40 as compensation for the satisfactory maintenance and operation of the streets for this 12-month extension of the agreement.

If you have any questions or need additional information, please contact Susan Davis, Service and Development Technician, at 309-671-4485.

Sincerely,

A handwritten signature in blue ink, reading 'Kensil A. Garnett'.

Kensil A. Garnett, P.E.
Region Three Engineer

SED/lmh

s:\gen\winword\serv&dev\fy19 maintenanceagreements\pekin2019.doc

Attachment

cc: File

Attachment: Extension Letter (1413 : 2018 IDOT Maintenance Rates)

$24807.68 \times 3 + 24807.67$



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 22, 2018

From: Michael Guerra, City Engineer

Michael Guerra, City Engineer

AGENDA ITEM: Consent for Assignment of Murray Brian Land Lease for the Pekin Municipal Airport

AGENDA DATE REQUESTED: May 29, 2018

ACTION REQUESTED: Adopt the resolution providing consent of assignment of the Murray Brian d/b/a Brian Agricultural Aviation Land Lease at the Pekin Municipal Airport to Cruce Aviation LLC in accordance with Section 12 "Sublet Clause" of the Lease

DESCRIPTION: The City has received a request to assign the Murry Brian d/b/a Biran Agricultural Aviation Land Lease at the Pekin Municipal Airport to Cruce Aviation LLC. Originally the City of Pekin and the Pekin Airport Commission entered into a thirty (30) year lease with Murry Brian to allow for the erection of hanger and related facilities on May 11, 1992. Recently Brian Agricultural Aviation was sold to Cruce Aviation along with the hanger and facilities related to this lease. Per the Section 12 "Sublet Clause" of the Land Lease, the Lessee cannot assign the lease without the written consent of the Lessor; provided, however, the Lessor will not withhold consent unreasonably. Therefore this resolution is to authorize the Mayor to provide consent for the assignment of the Land Lease to Cruce Aviation LLC. This will allow for the private hangers to continue to be utilized for aerial application and to maintain a business located at the Pekin Municipal Airport.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: To continue for a business to be located at the Pekin Municipal airport and to utilize the existing hangers for their original purpose of aerial application.

IMPACT IF APPROVED: The City will consent to the assignment of the Lease

IMPACT IF DENIED: The City will not consent to the assignment of the Lease. The City could face a breach of contract if the consent is unreasonably withheld.

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. 95-18/19 Resolution Providing Consent of Assignment of the
Murray Brian d/b/a Brian Agricultural Aviation Land Lease at the Pekin Municipal
Airport**

BE IT RESOLVED BY THE CITY COUNCIL OF THE THE CITY OF PEKIN THAT:

1. The City consents to the assignment of the Murray Brian Land Lease at the Pekin Municipal Airport, entered into on May 11, 1992 between the City of Pekin and the Pekin Airport Commisson, and Murray J. Brian, to Cruce Avaiation LLC, effective as of this date, the 29th day of May, 2018.

2. The Mayor is authorized to execute any documentation affirming to the City's consent.

ADOPTED AND APPROVED by the City Council of the City of Pekin, Illinois at its regular meeting held on the 29th day of May, 2018.

MAYOR

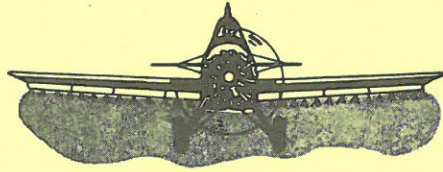
ATTEST:

CITY CLERK

BRIAN AGRICULTURAL AVIATION

6.7.a

Murray J. Brian
603 South Sixth Street
Pekin, Illinois 61554



(309) 346-3348
(309) 348-3409

APPLICATION OF:
INSECTICIDES • HERBICIDES • FUNGICIDES • FERTILIZER • SEED

May 9, 2018

To Whom It May Concern:

Brian Agricultural Aviation is the "Lessee" of a "Lease Agreement" entered into on May 11, 1992, by and between the City of Pekin, a Municipal Corporation, and the City of Pekin Airport Commission, referred to as "Lessor," and Murray J. Brian d/b/a Brian Agricultural Aviation, referred to as "Lessee."

This communication is a request from the "Lessee" that the City of Pekin and the City of Pekin Airport Commission ("Lessor") transfer and assign said "Lease Agreement" to Cruce Aviation LLC in accordance with Section 12, "Sublet Clause," of said "Lease Agreement."

LESSEE:

A handwritten signature in dark ink, appearing to read "Murray J. Brian", written over a horizontal line.

Murray J. Brian
d/b/a Brian Agricultural Aviation
603 South 6th Street
Pekin, Illinois 61554

Attachment: Brian Lease Assignment Request (1415 : Consent for Assignment of Murray Brian Land Lease for the Pekin Municipal Airport)

ORDINANCE NO. 1843

**ORDINANCE AUTHORIZING EXECUTION OF A LAND
LEASE AT PEKIN MUNICIPAL AIRPORT**

WHEREAS, pursuant to Ordinance No. 1453 adopted by the City Council of the City of Pekin, the City Council held a public hearing on MAY 11, 1992, pursuant to notice published in the Pekin Daily Times on APRIL 24, 1992; and

WHEREAS, all persons present spoke or were heard concerning the proposed Lease for space at the Pekin Municipal Airport; and

WHEREAS, the City Council deemed it in the best interests of the health, safety and welfare of the citizens of the City of Pekin that said Lease Agreement be entered into between the City of Pekin and City of Pekin Airport Commission as "Lessor" and Murray J. Brian, d/b/a Brian Agricultural Aviation "Lessee."

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

SECTION I: The City Council of the City of Pekin finds as facts the recitals hereinabove set forth.

SECTION II: The Lease Agreement between the City of Pekin and City of Pekin Airport Commission as "Lessor" and Murray J. Brian, d/b/a Brian Agricultural Aviation as "Lessee," attached hereto as EXHIBIT 1 and by this reference incorporated herein, for the lease of the following described real estate:

A tract of land at the Pekin Municipal Airport approximately 80 feet by 80 feet for the construction of a hangar on said tract, and a tract 80 feet by 68 feet for the construction of a loading dock, further, granting the use of areas in and upon said Airport necessary to

utilize said leased tracts (a drawing of the area of the leased tracts being attached to the Lease Agreement herein referred to and marked EXHIBIT A);

is hereby accepted, and that the City of Pekin does agree to the terms and conditions in said Lease Agreement.

SECTION III: The Mayor is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest thereto, the said Lease Agreement for and on behalf of the City of Pekin in the form and substance as that attached hereto as EXHIBIT 1.

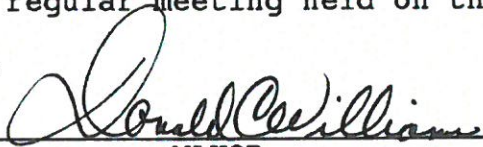
SECTION IV: This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

AYES: FIVE

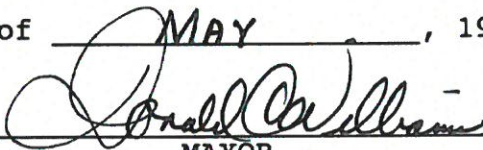
NAYES: NONE

ABSENTS: NONE

PASSED in due form of law by the City Council of the City of Pekin, Pekin, Illinois, at its regular meeting held on the 11th day of MAY, 1992.


MAYOR

APPROVED this 11th day of MAY, 1992.


MAYOR

ATTEST:


CITY CLERK

CITY COPY

LEASE AGREEMENT

This Agreement entered into this 11th day of MAY ~~November~~, 1992, by and between the CITY OF PEKIN, a Municipal Corporation, and CITY OF PEKIN AIRPORT COMMISSION, hereinafter referred to as "Lessor," and MURRAY J. BRIAN, d/b/a Brian Agricultural Aviation of Tazewell County, Illinois, hereinafter referred to as "Lessee," WITNESSETH:

WHEREAS, Lessor is a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, and has heretofore acquired a public airport in Tazewell County, Illinois, located south of the City of Pekin, Illinois, known as the Pekin Municipal Airport, and upon which the Lessor has constructed certain facilities consisting of runways, taxi-ways, hangars, terminal aprons and terminal buildings together with other facilities; and

WHEREAS, Lessee is willing to lease part of said premises and erect a hangar and related facilities thereon, the use of which shall be enjoyed by Lessee during the term of this Lease Agreement, with title to said hangar and other facilities to revert to Lessor upon the expiration of this Lease.

NOW, THEREFORE, for and in consideration of the promises of each of said parties to the other made and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of said parties, IT IS COVENANTED AND AGREED by the parties hereto as follows:

1. **TERM.** The term of this Lease shall be for thirty (30) years, commencing on the 1ST day of OCTOBER, 1992, and ending on the 30th day of SEPTEMBER, 2022. This agreement may be extended by Lessee for an additional five (5) year period by giving ninety (90) days' written notice to Lessor prior to the 30th day of SEPTEMBER, 2022. The amount of the rental defined in paragraph 4 shall be increased for the extended term to an amount comparable to the rental for similar land, building and facilities at such time.

It is further agreed between the parties that in the event the Lease is not renewed or extended as herein provided, possession of the leased premises shall be surrendered by the Lessee to the Lessor immediately upon the expiration of this Lease Agreement.

2. **PREMISES.** Lessor does hereby give and grant the operator the right of possession, use and occupancy of the real estate and areas in and upon said Airport as is set forth on EXHIBIT "A" attached hereto.

Lessor agrees that Lessee shall have the right to use in common with all other occupants of the Airport the public parking, ramps, taxiways and service roads.

Lessor reserves the right to construct or erect on the fixed-base operations area or elsewhere on the Pekin Municipal Airport, any additional buildings, pavement or facilities which will not obstruct or unreasonably interfere with the carrying on of Lessee's authorized activities in said area described above.

3. USE OF PREMISES AND COVENANTS OF LESSEE.

- a) Lessee shall erect a hangar and a roofed loading ramp on the premises, the hanger being approximately 80 feet by 80 feet and 14 feet high, and the loading dock being on a tract 80 feet by 68 feet.
- b) Lessee further agrees to construct the building in accordance with the specifications and plans attached hereto as EXHIBIT "B" and by this reference incorporated herein.
- c) Lessee shall have full and unimpaired access to the premises at all times.
- d) It is understood and agreed that the primary use of the leased premises shall be for the personal and commercial aviation use of Lessee; however, Lessee may authorize transient aircraft to use Lessee's hangar facility from time to time on a temporary basis only.
- e) Lessee represents that they are familiar with the rules, regulations and requirements of the State of Illinois Department of Transportation, Division of Aeronautics, covenants and minimum standards adopted by the Pekin Municipal Airport Commission, and agree that they will faithfully comply to its rules, regulations and provisions as it may apply to their activities as Airport Lessee under the terms of this Lease.
- f) As to those portions of the premises over which the Lessee has the right to control, maintain and manage, it shall be the duty and responsibility of the Lessee to control and maintain order on said Airport and keep it in a clean and orderly condition and in good

repair, normal wear and tear, acts of God and accidental damage excepted.

- g) Lessee further agrees and covenants to keep the grass mowed and trimmed on the premises described above.
- h) Lessee further agrees to repaint the exterior of said facility at such times as directed by the Lessor and in accordance with specifications established by Lessor, so long as the specifications are not greater than those required by Lessor on its own building.

4. **RENTAL.** Lessee shall pay Lessor for the rights and privileges granted them and covered by this Lease Agreement, and for the carrying on of the operations hereinabove provided during the term of this Lease Agreement, the sum of TWELVE THOUSAND (\$12,000.00) DOLLARS, hereinafter referred to as "Fixed Rental," payable in FOUR HUNDRED (\$400.00) DOLLARS fixed annual payments.

5. **MANNER OF PAYMENT.** The fixed annual rent hereinabove mentioned shall be paid in advance to Lessor in annual installments of FOUR HUNDRED (\$400.00) DOLLARS, commencing OCTOBER 1, 1992, at the Office of the City Clerk of Lessor or at such other place as the Lessor may from time to time designate in writing to the Lessee.

6. **MAINTENANCE OF LEASED PREMISES.** The Lessee covenants and agrees that upon completion of the hangar facility described above, that he will keep the interior of said premises and the fixtures and appurtenances therein in good repair at their own expense, expressly including all electric, plumbing and heating; well, septic system, air conditioning systems, fixtures and equipment, entrance ways, hangar doors, other doors and exits; and will, at their own expense, replace all broken glass, including plate glass in windows, doors and passageways.

Lessee further agrees to maintain the roof, the exterior walls and structural portions of the building, including the hangar doors, in good order and repair. It is further agreed that upon reasonable notice Lessee shall allow Lessor reasonable access to said premises to inspect the same. In the event Lessor determines that Lessee has or is not maintaining said premises to Lessor's satisfaction, or is not complying with the other terms and covenants of Lessee in this Lease Agreement, Lessor shall give written notice to Lessee of the items to be repaired or corrected by Lessee. Lessee shall have thirty (30) days to correct said deficiencies, or if Lessee cannot cure said deficiencies within said time, Lessee shall notify Lessor of any additional time required to correct said deficiencies, and Lessor shall then notify Lessee if they shall be granted the additional time to correct said

deficiencies, or Lessor shall have all other remedies available to it under the terms of this Lease Agreement.

All utility bills for said premises shall be paid by the Lessee.

7. **TAXES.** If any property taxes are levied on the improvements on the parcel of land herein leased or upon the land herein leased, the Lessee shall pay the same.

8. **DRAIN TILE.** It is understood and agreed that the Lessee is not responsible for repairs to any underground storm sewer drain tile line that may be passing under land herewithin leased to the Lessee. All costs to maintain and repair said line will be the responsibility of the Lessor.

9. **FIRE INSURANCE.** Lessee shall obtain the necessary fire and extended coverage insurance, together with liability insurance, in accordance with the minimum standard for the Airport and as set forth in paragraph 14. Lessor shall be named as additional insureds on said premises. In case of fire or other loss, the Lessee shall rebuild the premises, using the proceeds of the insurance and their individual funds as is necessary.

10. **ALTERATIONS.** Lessee may, at any time after the execution of this Lease Agreement, enter upon the demised premises and make changes and alterations in the interior of the building beneficial or necessary to its intended use, including partition walls, but shall make no changes or alternations which affect the structural strength of the building. All improvements or changes made by Lessee shall be completed and maintained in good workmanlike condition, and Lessee shall not suffer or permit any lien or liens to attach to the premises on account of the making thereof.

11. **WAIVER OF LIENS.** Lessee agree that they will pay for initial construction and/or any alterations in said building and will obtain waivers of mechanic's liens claims from the contractor and any subcontractors and statements from the contractor of the names of all parties furnishing materials and labor, and of the amount to become due to each, before payments are made for materials and labor furnished to the demised premises. Lessee further agrees to exhibit such lien waivers and statements to Lessor or its attorney on demand, and further agrees that any contracts for construction will provide that each contractor or subcontractor will comply with the Prevailing Wage Act of the State of Illinois, as adopted by the City of Pekin.

12. **SUBLET CLAUSE.** Lessor and Lessee specifically agree that Lessee shall not and will not, at any time during the term of this Lease Agreement or any extension hereof, in any manner, either directly or indirectly, assign, hypothecate or transfer this Lease Agreement or any interest therein without the written consent of

Lessor; provided, however, that the Lessor will not withhold consent unreasonably.

13. **BANKRUPTCY.** It is expressly agreed between the Lessor and Lessee that if Lessee shall be adjudged bankrupt or insolvent, this Lease Agreement shall immediately terminate upon the option of Lessor and the same shall not be assignable by any process of law or be treated as an asset of the Lessee after such adjudication.

This Lease Agreement, and the interest of Lessee herein, shall not, without the written consent of the Lessor first had and obtained, be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by Lessee.

14. **INDEMNITY INSURANCE.** Lessee specifically agrees to hold Lessor free and harmless from loss and from each and every claim and demand of whatsoever nature made on behalf of or by any person, persons, firm, partnership, corporation or otherwise, for any wrongful act or omission on the part of Lessee, their agents, servants and/or employees, and (except as hereinabove provided) from loss and damage by reason of such wrongful acts or omissions, this to include from any operations by Lessee upon Pekin Municipal Airport. Lessee shall maintain public liability insurance to protect Lessor and Lessee against liability for loss, property damage or injury to persons due to any operations carried on by Lessee in the conduct of their business on Pekin Municipal Airport. The liability limits of such insurance shall not be less than THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS for each person and not less than ONE MILLION (\$1,000,000.00) DOLLARS for each occurrence, provided that such insurance is available for purchaser. Lessee shall further maintain hangarkeeper's legal liability insurance protecting Lessor and Lessee against liability for damage to aircraft of third persons in the custody of Lessee for storage, repair or safekeeping on Pekin Municipal Airport. The liability limits of such insurance shall not be less than ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS for any one aircraft and not less than ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS for any one loss.

Certificates of insurance carried by Lessee shall be furnished immediately to Lessor, and a copy thereof shall be deposited with Lessor.

Lessee agrees to bear, pay and discharge, when and as the same become due and payable, all judgments and lawful claims for damage or otherwise against Lessor arising from Lessee's occupancy of the leased premises and other areas which Lessee uses and will assume the burden and expense of defending all such suits, whether brought before or after the expiration of this Lease Agreement, and will protect, indemnify and save harmless the Lessor and leased premises from all such claims for damages or otherwise, either to persons or property by reason of or on account of Lessee's use or occupancy of said demised premises or for any failure on Lessee's part to comply

with the statutes and ordinance of any governmental body or agency, either Federal, State or Municipal, wherein the demised premises are situated. Lessor will be named as an additional insured on all policies obtained by Lessee.

15. **SURRENDER OF PREMISES.** At the termination of the term demised herein, Lessee covenants to surrender and deliver up the premises hereby leased, with all improvements, fixtures and appurtenances in place. This paragraph shall not be construed to require Lessee to do any act or thing which is the responsibility of Lessor under any provision of this Lease Agreement. Lessee agrees not to hold over beyond the end of the term hereby leased on the failure of the Lessor to give notice to vacate.

16. **USE OF FACILITIES AND MINIMUM STANDARDS.** Lessor and Lessee agree that Lessor does hereby establish minimum standards applicable to any operations upon said Airport and that Lessee shall and will at all times adhere to said minimum standards as presently adopted at the time of execution of this Lease Agreement and any future amendments made thereto, and in addition, Lessee also agrees that all terms and provisions of this Lease Agreement are subject to and subordinate to the following agreements:

- a) The Lessee agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates and other similar types or price reductions to volume purchasers.
- b) The Lessee, their personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal

Regulations, Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscriminatory covenants, the City of Pekin shall have the right to terminate the Lessee and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease Agreement had never been made or issued.

- c) It is clearly understood that the Lessee knows that no right or privilege has been granted which would operate or prevent any person, firm or corporation operating aircraft on the Airport from performing any services with its own regular employees (including, but not limited to, maintenance, fueling and repair) of its own aircraft that it may choose to perform, subject to reasonable safety regulations of the Airport Commission and subject to payment of the Airport's fuel and/or lubricant tax per unit that is assessed on FBO sales at the Airport at the time.
- d) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one of all activities of an aeronautical nature.
- e) Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hinderance.
- f) Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. Lessor is obligated to remove snow and ice from the taxiways, runways and driveways.

- g) During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- i) This Lease Agreement shall be subordinate to the provisions of any existing between Lessor and the United States, relative to the operation or maintenance of the Airport.
- j) In the event the Federal Statutes, FAA Regulations or Code of Federal Regulations referred to herein shall be altered or amended, then the terms and conditions of this Lease Agreement will be automatically amended to conform to such changes and to bring this Lease Agreement not only in compliance with but with no greater restrictions than are required by said Federal Statutes, FAA Regulations or Code of Federal Regulations.

17. CAUSE FOR TERMINATION. In addition to any other remedies available at law or in equity, Lessor and Lessee further agree that in case of failure on the part of Lessee to comply fully with any of the terms or covenants of this Lease Agreement, such failure shall constitute grounds for the cancellation and termination of this Lease Agreement by Lessor at its option and without legal proceedings, and shall give Lessor the right to re-enter and take possession of the demised premises; provided, however, that before canceling and terminating this Lease Agreement, Lessor shall give written notice to the Lessee specifying particulars in which Lessee has failed to comply with the terms of this Lease Agreement and shall extend to Lessee a reasonable time, but not less than thirty (30) days, in which to correct the default specified as grounds for cancellation and termination of this Lease Agreement. Upon timely correction, this Lease Agreement remains in full force and effect. In case of failure on the part of Lessor to comply fully with the terms of this Lease Agreement, the Lessee shall have the rights as

to cancellation and termination of this Lease Agreement as are given to the Lessor by this paragraph, subject to the same requirements as to written notice and a period of time for compliance as are stated in this paragraph.

18. GENERAL PROVISIONS.

A. Nothing herein contained or the failure on the part of either party or its agents to strictly enforce any of the terms or provisions hereof, or the acceptance of rent, shall operate or be deemed as a waiver of either party of any such term or provisions of any part of this Lease Agreement or of any rights which may accrue to either party by reason of the failure or neglect of the other party strictly to comply with each and every one of the terms and provisions hereof to be kept, observed and performed by such other party. Time shall be of the essence of this Lease Agreement.

B. It is specifically agreed between Lessor and Lessee that if any provision of this Lease Agreement, or the application of any provision of this Lease Agreement, or the application of any provision hereof to any situation, person or circumstances, is held to be invalid, such provision, as to such situation, person or circumstances, shall be deemed to be excised from this Lease Agreement, and the invalidity thereof as to such situation, person or circumstances other than those as to which it is invalid. This Lease Agreement shall be applied and shall be effective in every situation and circumstance and to every person insofar as its validity extends, including the Lessee, it being the intent of this Lease Agreement to fully restrict rights and obligations of the Lessee so as to conform with the appropriate statutes and so forth.

C. Unless otherwise expressly provided in this Lease Agreement, any written notice given pursuant to this Lease Agreement shall be given by personal delivery to an officer or manager of the party entitled thereto, or by registered or certified mail addressed to the party entitled thereto at Pekin Municipal Airport, Pekin, Illinois 61554, or at such other address as such party shall have designated by written notice to the other party as provided herein.

Any written notice given pursuant to this Lease Agreement shall be given to Lessee, by personal delivery or by registered or certified mail, addressed to MURRAY J. BRIAN at the address below his respective signature, or at such other address as such party shall have designated by written notice to the other party as provided herein.

D. This Lease Agreement shall be binding upon the said parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and year first above written.

LESSEE:

Murray J. Brian
MURRAY J. BRIAN (SS#319-38-8366)
d/b/a BRIAN AGRICULTURAL AVIATION
603 South Sixth
Pekin, IL 61554

LESSOR:

CITY OF PEKIN AIRPORT COMMISSION,

BY Donald W. Eastbrook
ITS CHAIRMAN

ATTEST:

[Signature]
ITS SECRETARY

APPROVED:

CITY OF PEKIN, a Municipal Corporation,

BY Donald Williams
MAYOR

ATTEST:

James J. Kant
CITY CLERK

THIS INSTRUMENT PREPARED BY:
EDWARD C. MOEHLE
Corporation Counsel, City of Pekin
410 Broadway
Pekin, IL 61555-0875
Telephone: 309/347-4141
Fax No. 309/346-3655

**PEKIN MUNICIPAL AIRPORT
HANGAR BUILDING GUIDELINES**

- I. Purpose
- II. Procedure
- III. Rules and Regulations
- IV. Project Layout
- V. Site Preparation and Subgrade
- VI. Building Foundation, Footings, And Frost Wall
- VII. Building Floor
- VIII. Plumbing
- XI. Overhead Door

Prepared by,

City of Pekin
Public Works Department

7/24/92

EXHIBIT "B"

The Lessor or his Contractor shall obtain and pay for all licenses, permits and inspections required by the above laws, ordinances and rules for the entire building project called for in the specifications and the accompanying plans. The Contractor shall submit Form 7460-1 Notice to Contractors to build with the FAA.

IV. PROJECT LAYOUT

Lessor or his Contractor shall provide his own surveys, layouts, elevations, and grade control for all portions of the project. The Lessor or his Contractor shall stake the layout of the buildings.

V. SITE PREPARATION AND SUBGRADE

All sod, vegetation and topsoil shall be removed from within the confines of the building. The topsoil shall be stockpiled adjacent to the proposed building as directed by the Airport Commission. The sod and vegetation shall be disposed of on airport property as directed by the Airport Commission.

The Lessor or his Contractor shall perform all grading, provide and compact all embankment necessary to bring the entire area within the confines of the building to the line and grades indicated on drawings.

VI. BUILDING FOUNDATION, FOOTINGS AND FROST WALL

The foundation and footings shall be constructed as per the building manufacturers recommendation as shown on the shop drawings.

VII. BUILDING FLOOR

The building floor shall be 4" 3500 psi reinforced as necessary.

VIII. PLUMBING

If there is a water supply in the building, there shall be a floor drain system constructed according to the Illinois State plumbing code.

Where toilet facilities are constructed, the septic tank/field tile system must be approved by the Tazewell County Health Department at a location approved by the Airport Commission.

IX. OVERHEAD DOOR

These guidelines cover the materials, fabrication, installation and construction of door, related electrical and mechanical work, and all appurtenances necessary for a complete and functional Hangar door.

The design wind load on the structure sidewalls and door shall be at least 20 psf velocity pressure proportioned and applied as horizontal forces as recommended by MBMA "Design Practices Manual."

White overhead doors are preferred. The allowance of alternate door styles may be considered by the Airport Commission on an individual basis.

I. PURPOSE

These guidelines cover the materials, fabrication and construction of a post frame building, site preparation, electrical and mechanical work, and utilities necessary for a complete and functional maintenance/storage building, located on the Pekin Municipal Airport, Pekin, Illinois. Reference to Owner in these guidelines is the Airport Commission of the City of Pekin. The Contractor is the builder of the hangar building.

II. PROCEDURE

It is the intent of these guidelines that the work described herein shall include all labor, materials, equipment and transportation necessary to furnish and install, complete and ready to occupy, a post frame building having clear span of ____ ft., a length of ____ ft., an eave height of ____ with a maximum post spacing of 16', or as recommended by the manufacturer.

The building shall be designed to withstand, as a minimum, a roof load of 30 psf and a wind load of 20 psf. The windload and structural design of the building shall be supplied by the builder.

Building drawings shall conform to the intent of the Owner as to the floor plan dimensions and building height. These dimensions shall not be changed without the approval, in writing, by the Airport Commission. Before the contract is awarded, the contractor shall submit to the Airport Commission a complete set of plans and specifications for the building proposed.

The plans (including site plan) and specifications shall bear the seal of a structural engineer or other State of Commerce Requirements, thereby certifying any state that the building fulfills the requirements of these documents and all other agencies having jurisdiction.

III. RULES AND REGULATIONS

In the installation of this work, the Contractor shall comply in every respect with the requirements of the Basic National Building Code 1990 BOCA and any other Federal, State and local requirements, laws and ordinances as may be applicable. Plumbing, Electrical, and HVAC requirements shall also comply with the applicable Federal, State, and local regulations.

If there is anything in the plans or specifications that will not strictly comply with the above laws, ordinances and rules, the matter shall be referred to the attention of the Airport Commission for a decision before proceeding with that part of the work. No changes on the plans or in the specifications shall be made without the full consent of the Airport Commission.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 23, 2018

From: Mark Rothert, Assistant City Manager

AGENDA ITEM: City Sponsorship of Ledgestone Insurance Disc Golf Open

AGENDA DATE REQUESTED: May 29, 2018

ACTION REQUESTED: Adopt the resolution for the City to provide a \$10,000 sponsorship in support of the 2018 Ledgestone Insurance Disc Golf Open.

DESCRIPTION:

The Ledgestone Insurance Open is a disc golf event that takes place annually in August. Event organizers are requesting funding assistance from the City of Pekin in the amount of \$10,000 from the City's tourism fund.

The event attracts players from almost every state and six different countries. Tournament players use 9 courses in Central Illinois, with two of the showcase courses being in Pekin (Sunset Hills and McNaughton Park). Professional players will play four rounds over four days of competition, while amateur players will play three rounds over three days of competition. This year's event will have the ability to host more than 1100 players, with more than 90% of those players traveling from more than 2 hours away. The 2015 event had more than 1000 booked hotel room nights, while the 2016 and 2017 events had nearly 1500 booked hotel room nights. Event organizers estimate that about 20% of registrants stayed in a Pekin hotel last year.

The Peoria Area Convention and Visitor's Bureau estimated that the economic impact of the 2015 event was approximately \$975,000 to the area. The 2016 and 2017 events each had a total economic impact of \$1,500,000. Approximately 35% of activities related to the event will take place in Pekin, in addition to player participation. These extra events include the following:

- Sunset Hills will host the Players Party, Ice Cream Social and Disc Golf Festival
- Sunset Hills will also host the \$10,000 hole-in-one contest
- Sunset Hills will host a one-round PDGA event
- Sunset Hills will host a glow disc golf event
- Sunset will also host the top female players in the world
- McNaughton Park will be used for 3 days of competition
- Room blocks have additionally been setup at the Holiday Inn and Motel 6.

Lastly, the event is sanctioned by the Professional Disc Golf Association and is noted as one of the most prestigious disc golf events in the country. Because of its success, the PDGA has awarded the event organizer the bid for the 2019 Pro World Championships. This event is the most prestigious event in the sport. For that event, 3 local courses would be used, including Sunset Hills in Pekin. This is the first time that the Pro World Championships will be held in Illinois.

FINANCIAL IMPACT:

Amount Requested: \$10,000.00
Line Item: 208-208-597700 (Tourism Fund - Sponsorship)
FY2019 Budget: \$20,000.00
Year to Date Expenditures as of 5/23/18 (unaudited): \$25.00
Fund Remaining: \$19,975.00

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: City continues to help support a growing national event in Pekin

IMPACT IF DENIED: City ends support for a growing national event in Pekin

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. 94-18/19 A resolution for the City to provide a \$10,000 sponsorship in support of the 2018 LedgeStone Insurance Disc Golf Open

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN that the City provide \$10,000 in sponsorship to support the 2018 LedgeStone Insurance Disc Golf Open.

MAYOR

ATTEST:

CITY CLERK



Secondary Document for Tournament

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

- 1) The LedgeStone Insurance Open is a worldwide disc golf event that takes place annually in August. The event attracts players from almost every state and six different countries. This is the 8th edition of the tournament. The tournament uses 9 courses in Central Illinois, with two of the showcase courses being in Pekin. This tournament is the largest and most lucrative disc golf event in the history of the sport. The event is sanctioned by the Professional Disc Golf Association, of which approximately 3500 tournaments are sanctioned every year. Professional players will play four rounds over four days of competition, while amateur players will play three rounds over three days of competition. The LedgeStone Insurance Open is noted as one of the most prestigious events in the country.
- 2) This year's event will have the ability to host more than 1100 players, with more than 90% of those players traveling from more than 2 hours away. Our 2015 event had more than 1000 booked hotel room nights, while our 2016 and 2017 events had nearly 1500 booked hotel room nights. We calculated these figures using a few different methods. We set up room blocks at a handful of local hotels, which provided us with firm numbers. We also kept track during our registration process and the sign-in process to calculate the rest of the figures. Last year our tournament had 914 players, which generated approximately 400 bookings. The average stay last year was approximately 3.7 nights. Our research indicates a 40 to 45% book rate for attendees. These firm figures align with the rest of our hotels. We speculate that this number is where it is because some players share rooms and because some players stay with local contacts. Based on the amount of players we will be having for 2018 we expect over 1600 booked hotel room nights in the area.
- 3) Last year about 10% of our registrants indicated on the registration form that they stayed in a Pekin hotel. However, 40% admitted they were unsure what hotel they were staying in when they signed up (a lot of them sign up 6 months in advance of the tournament). If I pull all of that information together and extrapolate, our numbers for 2017 indicated about 18 to 20% stayed in a Pekin hotel. Just to give you an idea for 2018, more people have already indicated they are staying in a Pekin hotel than we had for all of last year, and we still have 10 more weeks

of registrations. So it looks like 2018 figures will get to around 27% of registrants staying in a Pekin hotel. Keep in mind that about 5% of the field is local, and another 10% or so choose to camp or do BNB. So 27% of the 85% that stay in a hotel is a pretty good number, a number which is also increasing.

- 4) Our tournament charity continues to be St Jude and this year we plan on giving at least \$25,000 to St Jude. We have given St Jude over \$75,000 in the last 4 years. St Jude will also be doing a check presentation for the event.
- 5) This event will have many members of the media and will once again be broadcast live by Smashboxx TV. Last year's event has generated over 870,000 views on Youtube and we expect this year's event to be over 1,000,000.
- 6) Our 2015 event was lucky enough to be featured on ESPN, when Paige Pierce made a hole-in-one at Westwood Park. This play was the #1 play of the night on Sportscenter's Top Ten, which generated approximately 5,000,000 views on ESPN. We are increasing the amount of video coverage for our 2018 event with the hopes of getting on ESPN again. We plan on having 5 video production crews filming our event and 2 professional photographers. Sunset Hills will see an increased video presence this year as the DGPT focuses more on filming the professional women.
- 7) We will also be hosting clinics for newer players to be hosted by Discraft. Discraft is our presenting sponsor and is the Worldwide Leader in Disc Sports. The clinics will feature the top female and male players in the world. Depending on the schedule of the schools we also plan on having a clinic within the schools.
- 8) The 2018 event will once again be part of the Disc Golf Pro Tour, which will bring a festival to each tournament part of the tour. This festival will be geared towards families and children and will offer games, face painting, inflatables, etc. The goal of the festival is to bring more people to the sport of disc golf by offering them something familiar to bring them to the course. The Pro Tour will also bring special promotion for the tournament and area as a whole. This festival will take place at Sunset Hills Golf Club and the Pro Tour will be filming in Pekin at Sunset Hills.
- 9) The PACVB estimated that the economic impact of the 2015 event was approximately \$975,000. Our 2016 event had a total economic impact of \$1,500,000. Between 30% and 35% of our activities will take place in Pekin. Two of our nine courses are in Pekin, along with our player's party, a glo disc golf event, and more.
- 10) Our tournament has been featured in the national PDGA magazine multiple times. We have also been featured on ESPN and in other regional magazines. Our tournament has also been featured in two insurance magazines; one from Grinnell Mutual and the other from Erie Insurance. Our tournament is also regularly featured in local print.
- 11) Our tournament drew enough national recognition the last two years to be featured on a sports trading card.
- 12) The 2018 tournament will have an operating budget of well over \$325,000. Major tournament expenses include the cost to use/rent Sunset for 4 days, the added cash to the pro purse (which is what entices the pro players to come), signage, trophies, marketing, staff expenses, AM goody bag expenses (\$70,000+) and more.
- 13) Because of the success of this event, the PDGA has awarded us the bid for the 2019 Pro World Championships. This event is the most prestigious event in the sport. We would use 3 local courses for this event, including Sunset Hills in Pekin. The continued support of the Ledgestone Insurance Open has helped us to achieve nationwide recognition as a disc golf destination. This is the first time that the Pro World Championships will be held in Illinois. This will be the 37th World Championship.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 23, 2018

From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Ordinance Amending Title 3, Chapter 3, Section 4 of the Code

AGENDA DATE REQUESTED: May 29, 2018

ACTION REQUESTED: Adopt Ordinance No. 2789 – 18/19 as recommended by the Liquor Commission of the City of Pekin.

DESCRIPTION: Ordinance amending Title 3, Chapter 3, Section 4 of the Code regarding Liquor Control. That Title 3, Chapter 3, Section 1 add the definition of gas station and to delete Section 4-4V in its entirety, amending 4-4W by deleting “including, but not limited to, any establishment which pumps motor fuel directly into motor vehicles”, and by amending 4-4W to 4-4V by recommendation of the Liquor Commission.

FINANCIAL IMPACT: Will bring additional sales and tax dollars to the City of Pekin and provide opportunities for new infrastructure. Provides fair competition.

NEIGHBORHOOD CONCERNS: Monitoring of liquor in gas stations

IMPACT IF APPROVED: Conveniency for residents.

IMPACT IF DENIED: The competitive advantage remains outside the City Limits

ALTERNATIVES: Keep the current Code as written

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: 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:	

**Ordinance No. 2789 - 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

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. That Title 3, Chapter 3, Section 4-4W be amended by deleting the following:
“including, but not limited to, any establishment which pumps motor fuel directly

into motor vehicles.”

4. Title 3, Chapter 3, Section 4-4W be amended by amending to 4-4V.

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.~~

~~WV. 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)

3-3-4-5: CLASSIFICATIONS AND LICENSE FEES: There shall be the following classes of licenses subject to the fees indicated:

A. CLASS A: Class A licenses shall authorize the retail sale of alcoholic liquors for consumption on the licensed premises in accordance with the Illinois Liquor Control Act, this ordinance and any conditions specified on the license by the City Liquor Commissioner.

CLASS A LICENSE FEES:

No Restriction On Range Of Alcohol	\$1,200 per annum
Restricted To Beer And Wine Only	\$ 800 per annum
Issued To A Club, No Restriction On Range of Alcohol	\$ 500 per annum
Issued To A Club, Restricted To Beer And Wine Only	\$ 200 per annum

B. CLASS B: Class B licenses shall authorize the retail sale of alcoholic liquors in sealed containers for consumption off the licensed premises in accordance with the Illinois Liquor Control Act, this ordinance and any conditions specified on the license by the City Liquor Commissioner.

CLASS B LICENSE FEES:

No Restriction On Range Of Alcohol	\$1,200 per annum
Restricted To Beer And Wine Only	\$ 800 per annum

C. CLASS C: Class C licenses shall authorize the short-term or limited supply of alcohol or temporarily extends the conditions of existing licenses in accordance with the Illinois Liquor Control Act, this ordinance and any conditions specified on the license by the City Liquor Commissioner. Class C licenses shall not be issued when, in the opinion of the Local Liquor Commissioner, a Class A or a Class B license is more appropriate.

CLASS C LICENSE FEES: