



**REGULAR COUNCIL MEETING MONDAY, NOVEMBER 28, 2016
5:30 P.M.**

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor John McCabe</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of Regular Council Meeting of November 14, 2016. VOTE REQUIRED		
6.0 PUBLIC INPUT		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Police Department October Report; Building Department October Report; Tourism Minutes Dated November 8, 2016.		5
7.2 Receive and File: Bids for installation of self-supporting hydraulic hangar doors associated with the terminal building at the Pekin Municipal Airport.	MG	3/5
7.3 Receive and File: Pekin Planning Commission Minutes Dated November 9, 2016.	MG	5
7.4 Receive and File Pekin Planning Commission Hearings and Recommendations: a. Hearing #07-1901 – to deny the Special Use OS1 Zoning Code 9-5A-3 for a climate controlled storage unit of the property located at 1904 Sara Lane requested by Rockie Snell. b. Hearing #11-1904 - to approve rezoning a house currently zoned B-3 (General Business) to RM-2 (Multiple Family Residential) requested by Chad and Heather Wolfe.	MG	5
ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		

9.0 NEW BUSINESS		
9.1 Ordinance No. 1568-A204-16/17 – Providing for the Rezoning of Certain Property PIN 04-04-35-138-008 Known as 1101 North 8th Street DESCRIPTION: Petition of rezoning a house currently zoned B-3 (General Business) to RM-2 (Multiple Family Residential). Recommendation of Pekin Planning Commission to the Council to approve. VOTE REQUIRED	MG	5
9.2 Ordinance No. 1462-A350-16/17 – Amending Title 8, Chapter 4, Section 1D of the Code of the City of Pekin 1995 Regarding No Parking Schedule. DESCRIPTION: Request from Traffic Safety Committee to implement no parking from 7:00 a.m. to 4:00 p.m. Monday through Friday on the east side of the 900 Block of S. Capitol Street from Park Avenue to 140 feet south of Prince Street Jefferson School drop-off. Effective January 1, 2017. VOTE REQUIRED	KN	2
9.3 The Lease of Land Space for a Private Hangar to Mike DePeugh DESCRIPTION: Consent to execute the land lease with Mike DePeugh as Lessee. VOTE REQUIRED	CS	3/5
9.4 Ordinance No. 2754-16/17 - Video Gaming Act Ordinance DESCRIPTION: Terms and conditions of permitting video gaming in the City of Pekin subject to a City License. VOTE REQUIRED	JM	1/5
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION 5 ILCS 120/2 (c)		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

TC	Tony Carson City Manager	MG	Michael Guerra City Engineer
CS	Clayton Stambaugh Airport Manager	KN	Kurt Nelson Fire Chief/Traffic Safety Committee
JM	John McCabe Mayor/Liquor Commissioner		

Column 2 Key:

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

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

ON MONDAY, NOVEMBER 14, 2016 AT 5:30 O'CLOCK P.M.

JOHN MCCABE * MAYOR * PRESIDING

**PRESENT: COUNCIL MEMBERS, GOLDEN, ORRICK, RITCHASON, LUFT, DUNN AND
MCCABE**

ABSENT: ABEL

The **Pledge of Allegiance** was led by Mayor John McCabe. The Mayor expressed the City's sympathy on the death of long time Planning Commission Member and City Council Member James E. Jones.

Roll was called. All Council Members were physically present except Council Member Abel. A quorum was declared.

AGENDA

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

MINUTES

Motion by Council Member Luft, seconded by Council Member Orrick that the **Minutes of the Regular City Council Meeting of October 24, 2016, the Special Meeting of November 1, 2016, the Budget Work Session of October 27, 2016 and the Budget Work Session of November 3, 2016 be approved as written.** On roll call vote Orrick, Luft, Dunn, Ritchason, McCabe. During the roll call vote Council Member Golden stated he did not attend the Budget Work Sessions and did not know if the minutes were correct or not. He would abstain. Motion Carried.

PUBLIC INPUT

John McNish spoke to consent agenda item 7.3 and advised the Council not to vote on the Police Pension Fund Year End Compliance Report without looking into the issues that the Police Pension Board has. Mr. McNish expresses concern that adopting another collection agreement was a duplicate expenditure of another City job.

Ann Witzig addressed the Council on agenda item 7.1 Liquor Commission Minutes. She expressed concern that since February, the minutes had reflected the attorney's and members' review of video gaming provisions without being recommended to the Council. She felt the Council should make a decision based on what was best for Pekin in restricting gaming establishments and not look at other municipalities as compatibles. Mrs. Witzig addressed item 8.1 Sidewalk Snow Removal. She felt the provisions caused a great burden on businesses with large parking lots; was concerned of how the City would enforced businesses to clear sidewalks; would be implemented as a slush fund; did not expect to see snow and ice around the sidewalks of City Hall.

CONSENT AGENDA

Motion by Council Member Luft, seconded by Council Member Orrick that the Consent Agenda be approve as presented. Mayor McCabe clarified for the public that the Council was receiving the Police Pension Fund. The Council was not approving the Pension Fund investment.

.1 Receive and File Monthly Reports and Minutes: Draft Liquor Commission Minutes dated October 27, 2016; Tazewell County Animal Control October Report; and Traffic Safety Minutes dated November 4, 2016.

7.2 Proclamations: "North American Indian Heritage Month" November 2016 "Small Business Saturday" November 26, 2016

7.3 Receive and File: City of Pekin Police Pension Fund House Bill 5088 – Municipal Compliance Report for Fiscal Year Ended April 30, 2016
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7.4 Resolution No. 37-16/17 – Mayor's appointment of Bernard Riley as the City of Pekin Representative to the Central Illinois Agency on Aging for an indefinite term is hereby approved.

On roll call vote, Ayes, Orrick, Dunn, Ritchason, and McCabe; Nays; Golden and Luft. Motion Carried.

UNFINISHED BUSINESS

Motion by Council Member Dunn, seconded by Council Member Orrick that Ordinance No. 2749-16/17 postponed at the October 24, 2016 Council Meeting **be removed from the table**. On roll call vote all present voted Aye.

ORDINANCE NO. 2749-16/17
AMENDING TITLE 4, CHAPTER 2, SECTION 10
OF THE CODE OF THE CITY OF PEKIN 1995
SIDEWALK SNOW REMOVAL POLICY

Motion by Council Member Dunn, seconded by Council Member Orrick that Ordinance No. 2749-16/17 be adopted. City Engineer Mike Guerra responded to the question from the public that a press release, announcement on channel 22 and information on the City and Police websites would inform businesses of their responsibilities for sidewalk snow removal. He advised the Council that the amendments expressed by the Council at the previous meeting were made to the language. Discussion followed on the requirement for commercial property owners to remove snow and ice from the sidewalk to provide access for people with disabilities and general public to an accessible path. Council Member Golden stated all the corrections suggested were not addressed. He felt the ordinance unnecessary when snow removal was covered in ADA Title 3. Council Member Luft noted most businesses clear the City sidewalks already. He expressed some concern for a fine of \$250. He felt there were gray areas in the language that needed to be sharpened. On roll call vote, Ayes, Orrick, Dunn, Ritchason and McCabe; Nays Golden and Luft. Motion Carried.

NEW BUSINESS

ORDINANCE NO. 2750-16/17
AUTHORIZING THE EXCUTION OF THE IMLRMA MINIMUM/MAXIMUM
CONTRIBUTION AGREEMENT

Motion by Council Member Ritchason, seconded by Council Member Luft that Ordinance No. 2750-16/17 be adopted. Assistant Finance Director Angie Evans told the Council the ordinance authorized the Illinois Municipal League Risk Management Association agreement of premiums for work comp, liability, and property insurance. Rates were based on claim history of a pool of municipalities rather than individual claims. The option allowed the City to pay a lower premium as long as costs stayed below the minimum amount. Council heard that 2 companies asked to submit proposals which were given the members. Council discussed the comparisons, the school bus operations, safety incentive programs offered by IMLRMA and were answered questions on charges being prorated over the departments and the coverage of the airport property. Council Member Golden noted the misspelled word "apprised". Council requested the Ordinance be amended also to include as an Exhibit the IMLRMA Minimum/Maximum Contribution Agreement. Motion by Council Member Orrick, seconded by Council Member Golden that Ordinance No. 2750-16/17 be amended. On roll call vote all present voted Aye. Mayor McCabe called for the vote on Ordinance 2750-16/17 as amended. On roll call vote, Ayes, Orrick, Luft, Dunn, Ritchason and McCabe; Nay, Golden. Motion Carried.

ORDINANCE NO. 2751-16/17
ADOPTING A COLLECTION SERVICES AGREEMENT

Motion by Council Member Golden, seconded by Council Member Orrick that Ordinance No. 2751-16/17 be adopted. Police Chief Dossey presented the 3 following Ordinances to complete the Adjudication process. Council was advised that the Agreement with Municipal Collections of America, Inc. (MCA) would be utilized for collection of unpaid parking and local ordinance tickets. The agreement shifts the burden of enforcement costs to the violator from the tax payer. The company would work with the State Comptroller's debt recovery program that would attach to income tax returns to reclaim debts previously not collected. Council's questions regarding revoking the old collection agreement, other competitive bids, and the remaining 2 years on the B & D Collection Agreement were answered. Council discussed that the City would receive the full amount

of the ticket collected because Municipal Collections of America Inc. (MCA) charges 35% above the amount for their fees. Council Member Golden expressed his hesitancy in approving the ordinances. He felt more information was needed on his question of dollar amounts collected by B & D, an agreement the City already had in place for collections. He questioned the duties of Corporation Counsel in the collection of unpaid debts and it's inclusion in the attorney retainer fee. Council Member Ritchason requested that the Council be provided monthly collection reports. On roll call vote, Ayes, Orrick, Luft, Dunn, Ritchason and McCabe; Nay, Golden. Motion Carried

ORDINANCE NO. 2752-16/17
AMENDING TITLE 8, CHAPTER 10, SECTION 15 TRAFFIC CODE
OF THE CITY OF PEKIN 1995
REGARDING DEBT TO CITY

Motion by Council Member Golden, seconded by Council Member Orrick that Ordinance No. 2752-16/17 be adopted. Chief Dossey next explained the ordinance would update the adjudication ordinance adding language necessary to shift the costs of collection to the violator. The provisions allow the costs by MCA to be added on the fine amount prior to being sent to collection through the IDROP program. On roll call vote, Ayes, Orrick, Luft, Dunn, Ritchason and McCabe; Nay, Golden. Motion Carried

ORDINANCE NO. 2753-16/17
AMENDING TITLE 1, CHAPTER 12, SECTION 9
ADMINISTRATIVE ADJUDICATION OF VIOLATIONS
OF THE CODE OF THE CITY OF PEKIN 1995
TO AMEND JUDGEMENT AND COLLECTION

Motion by Council Member Orrick, seconded by Council Member Ritchason that Ordinance No. 2753-16/17 be adopted. Chief Dossey advised the third ordinance in the process would amend the Adjudication Ordinance as it pertains to non-vehicular code violations. The ordinance in Title 1 also allows the costs by MCA to be added on the fine amount prior to being sent to collection through the IDOP program. On roll call vote, Ayes, Orrick, Luft, Dunn, Ritchason and McCabe; Nay, Golden. Motion Carried

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

The following people presented questions and expressed concerns and comments to the Council: Ann Witzig - Council's enforcement of duties of the Corporation Counsel in settling N. Pekin Agreement. John McNish - City safety numbers and request to be invited to budget sessions to show how to make cuts.

Staff members:

Sarah Newcomb expressed parting words of appreciation on her final Council Meeting as Interim City Manager to the Council, to the citizens and to staff members for their support. She encouraged the public to be courteous to the new City Manager and to give him a chance before judging him unfairly. She encouraged the Council Members to come into the office and discuss issues and concerns with him.

Angie Evans answered Council Member Luft's previous question on where City stands in regards to work comp claims and rate of accidents through IMLRML in the pool of cities. Council was advised that OSHA formula used for a Class E member the work comp average claims were 13.39 and the City of Pekin 13.34. On non-work related rate average 14.9 and 9.93 for City of Pekin.

Council Members expressed their appreciation to Sarah Newcomb. Council Member Golden presented a Tazewell County GIS map. The Council Member questioned a possible encroachment on City property purchased for the Derby Street retention project. City Engineer Mike Guerra stated there was no encroachment on the purchase of sale.

No further business to come before the Council, motion by Council Member Orrick, seconded by Council Member Luft that Council adjourn. Motion carried voice vote. Mayor McCabe adjourned the meeting.

COUNCIL ADJOURNED AT 7:30 P.M.

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR OCTOBER 2016**

	OCTOBER 2015	SEPTEMBER 2016	OCTOBER 2016
TRAFFIC TICKETS	490	607	476
WARNING TICKETS	116	294	286
OFFENSES	427	460	465
ARRESTS	219	287	265
PARKING TICKETS	135	186	167
STOPS	760	697	636

CITY ORDINANCE TICKETS FOR OCTOBER 2016

NUMBER OF TICKETS WRITTEN 125
NUMBER OF TICKETS PAID OVER THE COUNTER 30
FINES COLLECTED OVER THE COUNTER \$4,600.00



**PEKIN PARKING ENFORCEMENT
END OF MONTH REPORT FOR OCT 2016**

	LAST YEAR	LAST MONTH	THIS MONTH
	OCT 2015	SEP 2016	OCT 2016
TICKETS WRITTEN	135	186	167
CASH RECEIPTS	\$2105	\$2235	\$2405
JURY PAYMENT	\$0	\$8	\$0
MCSI PAYMENT	\$65	\$0	\$110.50
TOTAL	\$2170	\$2243	\$2515.50



**Enjoy Pekin – Tourism Committee Meeting
Tuesday November 8, 2016
City Hall – 4:00pm**

MINUTES

Present: Renna, Lelonie and Katie Shackelford

Absent: Emily, Kaci, Mayor McCabe, and Sarah

No quorum

1.0 Tourism Grant applications

- 1.1 YWCA Pekin: Keys for a Cause: tabled until next meeting.

2.0 Tourism activities

- 2.1 Soda Pop Tour – Jay Goldberg – set for Saturday, June 17, 2017.

Invite Jay Goldberg to one of our meetings in 2017 to discuss their event.

- 2.2 Pekin Community Tourism Forum update:

- 2.2.1 Next meeting Thursday, November 10th at Pekin Park Pavilion at 11:30am to 1:00pm and Thursday, December 8th.

2.3 Community Events:

Small Business Saturday: 2 weeknds November 18th, 19th & 20th and Saturday November 26th.

Chamber Trivia Night – November 18th at the Pekin Moose Lodge

Winter Wonderland Parade – Sunday, November 27th

Christmas on Court – December 2nd.

3.0

Other business

- Enjoy Peoria PACVB updates – no updates
- Discussion on Community Events and who would/should qualify. Changes to our guidelines and Enjoy Pekin – Tourism City Code. Lelonie will talk to Chris Deverman regarding the lights and garland on the downtown poles.

Next meeting – Tuesday December 13th, 2016 at 4:00, Pekin City Hall

Account Number Receipt No	Void	Cust No Name	Account Description	Receipt Date	Line Item Description	Amount
00329128	False	000000 Stuber's Heating & Air		10/31/2016	Building Rezoning Permits	100.00
00329129	False	000000 Level Concrete		10/31/2016	Building Rezoning Permits	20.00
00329131	False	000000 Wagenbach Electric		10/31/2016	Building Rezoning Permits	91.00
00329132	False	000000 Coach House		10/31/2016	Building Rezoning Permits	86.00
00329157	False	000000 Marcia Dennis		10/31/2016	Building Rezoning Permits	20.00
00329301	False	000000 Tina Gianessi		10/31/2016	Building Rezoning Permits	35.00
					Fund: 100	Total: 8,342.00
100-793-451200			Plumbing Permits			
00323360	False	000000 Wiegand Plumbing		10/11/2016	Plumbing Inspections	58.00
00323707	False	000000 Tazewell Plumbing		10/11/2016	Plumbing Inspections	52.00
00324538	False	000000 Samuel Kraus		10/18/2016	Plumbing Inspections	68.00
00324873	False	000000 Todd Paluska		10/20/2016	Plumbing Inspections	68.00
00325387	False	000000 Illini Plumbing		10/21/2016	Plumbing Inspections	858.00
00325393	False	000000 Central Plumbing Kalman Engineering		10/21/2016	Plumbing Inspections	20.00
00326002	False	000000 Joe McAllister Plumbing		10/24/2016	Plumbing Inspections	161.00
00329130	False	000000 Walt Beach Plumbing		10/31/2016	Plumbing Inspections	20.00
00329133	False	000000 BL Atherton BL Plumbing LLC		10/31/2016	Plumbing Inspections	28.00
00329134	False	000000 David Burling & Son		10/31/2016	Plumbing Inspections	110.00
00329154	False	000000 Greg Phelps		10/31/2016	Plumbing Inspections	20.00
					Fund: 100	Total: 1,463.00
100-793-463600			Code Violation Fines			
00324160	False	000000 B-D Lawyers Group, LLP Lawyers Tr		10/14/2016	Code Violation Fines	75.00
00324711	False	000000 B-D Lawyers Group Lawyers Trust Fi		10/18/2016	Code Violation Fines	75.00
00325088	False	000000 Carol Krohn		10/21/2016	Code Violation Fines	100.00
					Fund: 100	Total: 250.00
100-793-499800			Miscellaneous Receipts			
00323957	False	000000 Chad Wolfe		10/13/2016	Misc Receipts	85.00
00324441	False	000000 Rockie Snell		10/17/2016	Misc Receipts	85.00
					Fund: 100	Total: 170.00
Report Totals:						19,808.00

Cash Receipts

Receipt Listing by GL

User: berps

Printed: 11/21/2016 - 6:01 AM



Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
100-793-420800							
00324437	False	027866	Judd Electrical Service Co	Electrical Contractors License	10/17/2016	Electrical License	100.00
00328536	False	027893	Alvin Veitengruber		10/28/2016	Electrical License	100.00
						Fund: 100	200.00
100-793-425500							
00324403	False	000000	Central HVAC Kalman Engineering	Hvac Permit	10/17/2016	HVAC Permit	40.00
00324404	False	000000	Heinold Htg & AC		10/17/2016	HVAC Permit	40.00
00324405	False	000000	Covenant Heating & Air		10/17/2016	HVAC Permit	60.00
00324436	False	000000	Central HVAC Kalman Engineering		10/17/2016	HVAC Permit	40.00
00324533	False	000000	Illinois Piping Corp		10/18/2016	HVAC Permit	7,690.00
00325382	False	000000	Covenant Heating & Air		10/21/2016	HVAC Permit	60.00
00325392	False	000000	Montefusco HVAC Inc		10/21/2016	HVAC Permit	244.00
00326256	False	000000	Troublefree		10/24/2016	HVAC Permit	40.00
00329139	False	000000	Central HVAC		10/31/2016	HVAC Permit	40.00
00329150	False	000000	JD Schell LTD Armstrong Heating & A		10/31/2016	HVAC Permit	20.00
00329155	False	000000	Heinold Heating & Air		10/31/2016	HVAC Permit	40.00
00329159	False	000000	McAllister Plumbing		10/31/2016	HVAC Permit	40.00
						Fund: 100	8,354.00
100-793-426000							
00323358	False	000000	Rumbold & Rumbold	Electrical Permits	10/11/2016	Electrical Permit	43.00
00323359	False	000000	Kaiser Electrical Contractors		10/11/2016	Electrical Permit	31.00
00324426	False	000000	Porter Electric		10/17/2016	Electrical Permit	98.00
00324434	False	000000	Schuck Heating & Cooling		10/17/2016	Electrical Permit	43.00
00324437	False	027866	Judd Electrical Service Co		10/17/2016	Electrical Permit	43.00
00324538	False	000000	Samuel Kraus		10/18/2016	Electrical Permit	31.00
00324771	False	000000	Porter Electric		10/19/2016	Electrical Permit	43.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00325214	False	000000	Porter Electric		10/21/2016	Electrical Permit	31.00
00325391	False	000000	Titan Electrical Service		10/21/2016	Electrical Permit	43.00
00325401	False	000000	Kaiser Electric Contractors		10/21/2016	Electrical Permit	54.00
00325477	False	000000	Oberlander Electric		10/21/2016	Electrical Permit	397.00
00329126	False	000000	Joseph Raya		10/31/2016	Electrical Permit	43.00
00329127	False	000000	J Horn Electric Megan Minner		10/31/2016	Electrical Permit	43.00
00329158	False	000000	Tiger Enterprises Strope's Real Estate		10/31/2016	Electrical Permit	86.00
						Fund: 100	Total:
							1,029.00
100-793-426400				Building And Rezoning Permit			
00323253	False	000000	Tina Wagle		10/11/2016	Building Rezoning Permits	65.00
00323689	False	000000	O'Shea Builders		10/11/2016	Building Rezoning Permits	320.00
00323942	False	000000	Dan Hopper River City		10/13/2016	Building Rezoning Permits	1,445.00
00324390	False	000000	Kendall Springer		10/17/2016	Building Rezoning Permits	20.00
00324401	False	000000	Taz Cnty Concrete		10/17/2016	Building Rezoning Permits	20.00
00324402	False	000000	DRA Builders		10/17/2016	Building Rezoning Permits	20.00
00324433	False	000000	Evelyn Wyatt		10/17/2016	Building Rezoning Permits	20.00
00324532	False	000000	GP Contractors		10/18/2016	Building Rezoning Permits	155.00
00324534	False	000000	Harold O'Shea Builders		10/18/2016	Building Rezoning Permits	4,065.00
00324536	False	000000	David Burling & Son		10/18/2016	Building Rezoning Permits	55.00
00324537	False	000000	Certified Builders		10/18/2016	Building Rezoning Permits	40.00
00324538	False	000000	Samuel Kraus		10/18/2016	Building Rezoning Permits	95.00
00324539	False	000000	Pamela Burkett		10/18/2016	Building Rezoning Permits	35.00
00324984	False	000000	Vince Peters		10/20/2016	Building Rezoning Permits	35.00
00325059	False	000000	Jason Barker		10/21/2016	Building Rezoning Permits	343.00
00325388	False	000000	Jody Harp		10/21/2016	Building Rezoning Permits	40.00
00325394	False	000000	Brian Larson Builders		10/21/2016	Building Rezoning Permits	35.00
00325395	False	000000	JB & Son Construction		10/21/2016	Building Rezoning Permits	95.00
00325396	False	000000	Kevin Edmiston		10/21/2016	Building Rezoning Permits	20.00
00325402	False	000000	Wagenbach Builders		10/21/2016	Building Rezoning Permits	590.00
00325404	False	000000	Brandon Ledger BNL Custom Builder		10/21/2016	Building Rezoning Permits	155.00
00325467	False	000000	Tim Mucciante Builders		10/21/2016	Building Rezoning Permits	158.00
00325532	False	000000	Cecil Reese		10/21/2016	Building Rezoning Permits	20.00
00329118	False	000000	TCM		10/31/2016	Building Rezoning Permits	89.00
00329124	False	000000	Covenant Heating & Air		10/31/2016	Building Rezoning Permits	20.00
00329125	False	000000	MidAmerica Basement Systems		10/31/2016	Building Rezoning Permits	35.00

City of Pekin Bid Tab

Proposal: Hanger Door for Terminal for Airport

Date: 11/17/2016

Item	Unit	Crawford & Brinkman	GIVSCO Const.	Thompson Brothers Inc.
Remove and Replace self supporting hydraulic Door with associated work	Lump Sum	\$32,321.00	\$53,500.00	\$47,053.50
Totals		\$32,321.00	\$53,500.00	\$47,053.50
Alt. for Vapor Barrier & Insulation	Lump Sum	\$3,322.22 (open cell) \$3,788.89 (close cell)	\$2,500.00	\$2,736.00
Alt. for Windows	Each	no bid	\$450.00 (for 2'x6' windows)	no bid

Crawford & Brinkman
 Door and Window Co.
 7715 N Crestline Drive
 Peoria, IL 61615
 309-691-8121

Estimate

DATE	ESTIMATE NO.
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11/15/2016	C8388
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REP	P.O. NO.
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M30

Ship To:

PEKIN MUNICIPAL AIRPORT
 13906 AIRPORT LANE
 PEKIN, IL

CITY OF PEKIN
 111 S. CAPITOL
 PEKIN, IL. 61554

ITEM	DESCRIPTION	QTY	COST	TOTAL
COMM. DOORS	(1) EVIDENCE OF BIDDER'S AUTHORITY TO DO BUSINESS IN THE STATE- ATTACHED IN BID PACKAGE.			0.00
	(2) REFERENCES			
	(A) WAGONBACH BUILDERS			
	(B) BLUNIER BUILDERS			
	(C) HOMEWAY HOMES			
	(D) MORTON BUILDINGS			
	(3) SUPPLIER QUALIFICATION- CRAWFORD AND BRINKMAN DOOR AND WINDOW COMPANY HAS BEEN A STAPLE IN THE PEORIA AREA SINCE 1953 DOING COMMERCIAL AND RESIDENTIAL DOORS. WE HAVE AN A+ RATING WITH THE BETTER BUSINESS BUREAU AND ARE MEMBERS OF THE HOME BUILDERS ASSOCIATION. OUR INSTALLERS ARE PAID EMPLOYEES OF US AND ARE NOT SUB-CONTRACTORS. I (SCOTT MADDEN) HAVE PERSONALLY BEEN WITH CRAWFORD AND BRINKMAN SINCE 1999 AND I AM CURRENTLY THE SALES MANAGER AND PROJECT MANAGER ON VARIES PROJECTS.			

PRICING GOOD FOR _____ DAYS
 3 DAY RIGHT TO REFUSAL _____

3 DAY RIGHT TO REFUSAL _____
 EPA LEAD INFO _____

TOTAL	\$0.00
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WE ACCEPT THE ABOVE PROPOSAL
 (EXECUTE ORIGINAL & RETURN FOR ACCEPTANCE)
 Acceptance of this order shall constitute a conditional sales contract. We are to retain title and possession of all material and equipment furnished by us under terms of this contract, until final payment shall have been made. The right is specifically reserved by the seller and granted by the purchaser to remove from premises materials not completely paid for in 45 days after installation without recourse for damage to the building or any of its parts in progress. Sign and return white copy promptly.

-Openings are to be prepared by others in accordance with our specifications.
 -The price does not include glass, glazing, painting or wiring for electric operator, unless included in proposal.
 -Proposal is made for prompt acceptance. Prices subject to review after 30 days.
 -Agreements are contingent upon strikes, accidents or other conditions beyond our control.
 -We carry manufactures contracts, and employers liability and workman's compensation insurance.
 -Prices does not included retail sales tax when applicable.
 -We reserve the right to add finacne charges, collection agency fees (not to exceed 33.3%), attorney fees and court costs in an effort to collect.
 -BALANCE DUE UPON COMPLETION

SIGNATURE _____ DATE ____/____/____



Pekin Municipal Airport
13906 Airport Lane
Pekin, IL 61554

pekinairport@ci.pekin.il.us
(309) 348-3692
(309) 348-3693 FAX

BID SHEET

ITEM OF WORK	UNIT	QUANTITY	BID PRICE
Removal of existing door and installation of a proposed Self-supporting hydraulic door with all associated plans, materials, equipment, labor and work needed including footings and sheet metal for exterior (must fit existing openings)	Lump Sum	1	\$32,321.00
Total			
Additive Alternates			
Vapor barrier and insulation	See Quotes Lump Sum	1 open cell \$3322.22 closed cell \$3788.89	
Windows	Each	Up to 6 \$388.00	

Window Cost Could
VARY - NO SIZE
SPECS IN the
SCOPE OF WORK.

Contract Name: Pekin Municipal Airport
Signed By: Scott madden
Title: Sales Manager / Project Manager
Address: 7715 N. Crest Line DR.
Peoria, IL. 61615
Date: 11-15-14

Clayton Stambaugh, M.P.A., Airport Manager
13906 Airport Lane, Pekin, IL 61554
(309) 348-3692
clstambaugh@ci.pekin.il.us

Crawford & Brinkman
Door and Window Co.
7715 N Crestline Drive
Peoria, IL 61615
309-691-8121

Estimate

DATE	ESTIMATE NO.
------	--------------

11/15/2016 C8387

REP	P.O. NO.
-----	----------

M30

Ship To:

PEKIN MUNICIPAL AIRPORT
13906 AIRPORT LANE
PEKIN, IL

CITY OF PEKIN
111 S. CAPITOL
PEKIN, IL. 61554

ITEM	DESCRIPTION	QTY	COST	TOTAL
COMM. DOORS	OPTION 1 OPEN CELL INSULATION	1	3,322.22	3,322.22

QUOTE FOR OPEN CELL INSULATION ON 60' X 16' HIGHER POWER
HYDRAULIC DOOR THE PRICE QUOTED FOR OPEN CELL SPRAY FOAM
INSULATION INCLUDES A VAPOR BARRIER AND IS AN AVERAGE
THICKNESS OF 3" AND HAS AN R-VALUE OF R-12. OPEN CELL
ICYNENE LD-C-50 SPRAY FOAM

PRICING GOOD FOR _____ DAYS
3 DAY RIGHT TO REFUSAL _____

3 DAY RIGHT TO REFUSAL _____
EPA LEAD INFO _____

TOTAL

WE ACCEPT THE ABOVE PROPOSAL
(EXECUTE ORIGINAL & RETURN FOR ACCEPTANCE)
Acceptance of this order shall constitute a conditional sales
contract. We are to retain title and possession of all material
and equipment furnished by us under terms of this contract,
until final payment shall have been made. The right is specifically
reserved by the seller and granted by the purchaser to remove
from premises materials not completely paid for in 45 days after
installation without recourse for damage to the building or any
of its parts in progress. Sign and return white copy promptly.

-Openings are to be prepared by others in accordance with our
specifications.
-The price does not include glass, glazing, painting or wiring for electric
operator, unless included in proposal.
-Proposal is made for prompt acceptance. Prices subject to review after
30 days.
-Agreements are contingent upon strikes, accidents or other conditions
beyond our control.
-We carry manufactures contracts, and employers liability and
workman's compensation insurance.
-Prices does not included retail sales tax when applicable.
-We reserve the right to add finacne charges, collection agency fees (not
to exceed 33.3%), attorney fees and court costs in an effort to collect.
-BALANCE DUE UPON COMPLETION

SIGNATURE _____ DATE ____/____/____



THOMPSON BROTHERS INC.
CONSTRUCTION COMPANY

Thompson Brothers Inc

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

November 16, 2016

Pekin Municipal Airport
13906 Airport Lane Pekin, IL 61554

To whom it may concern;

Enclosed please find a complete bid per specs listed in the Pekin Municipal Airport's request for proposal to install 1 new 60' X 15'-5-1/2" Hydraulic Hangar Door. Including an Allowance of \$2,736.00 for the application of closed cell spray foam insulation.

We did not include Pricing for Skylights as no specific information was identified in the RFP or in Requests for Additional Information.

Thompson Brothers Inc has been in Business since 1989, Performing Commercial Construction Projects on a National Level in more than 25 states. Locally, we are responsible for projects such as the interior finish of the Pierre Marquett Hotel, Buffalo Wild Wings, First Pekin Savings 4-Branch Remodel, Marriott Hotel All Doors Frames and Hardware, Bloomington Meijer Mart Remodel, and OSF College of Nursing Sprinkler Retrofit Core Drilling to name a few.

Our Primary Vendor for this project will be Aero Door International (See Enclosed Information)

This Price does not include any Environmental Surveys, Asbestos Removal, Concrete Threshold Repair, Replacement or Reconfiguration.

The lead time on this door is currently 10+ weeks.

Sincerely yours,

T.M. Thompson



Pekin Municipal Airport
13906 Airport Lane
Pekin, IL 61554

pekinairport@ci.pekin.il.us
(309) 348-3692
(309) 348-3693 FAX

BID SHEET

ITEM OF WORK	UNIT	QUANTITY	BID PRICE
Removal of existing door and installation of a proposed Self-supporting hydraulic door with all associated plans, materials, equipment, labor and work needed including footings and sheet metal for exterior (must fit existing openings)	Lump Sum	1	\$53,500.00
Total			
<i>Additive Alternates</i>			
Vapor barrier and insulation	Lump Sum	1	\$2,500.00
Windows *2'x6' window, insulated, vinyl frame- installed	Each	Up to 6	\$450.00 each

Exclusions:

- Temp heat/cooling/humidification
- Temp partitions for weather or dust control
- Aircraft or other client property (tools, lifts, consumables, etc...) protection or relocation of any kind.
- Weather delays
- No painting other than primed frame (add \$1,200.00)
- No remote control buttons (add \$600)
- Sufficient power
- Quote good for 60 days

Schedule:

- Engineer Drawings 15 days
- Estimated Approval 10 days
- Fabrication 14 weeks
- Installation 1-2 weeks

Contract Name: Givisco Construction Company

Signed By:

Justin Ellis

Title:

VP of Const Operations

Address:

2321 Lakeshore Drive

Pekin, IL 61554

Date

11/17/16

Clayton Stambaugh, M.P.A., Airport Manager
13906 Airport Lane, Pekin, IL 61554
(309) 348-3692
clstambaugh@ci.pekin.il.us

Givisco Construction Company

GIVISCO Construction Company was created in 2011 to help fulfill our customer's needs by providing diversity in the Construction Industry.

Since then, we have established many relationships in the Commercial, Industrial, Institutional and Educational markets.

Our clients include Owners, Construction Managers, General Contractors, Design Consultants, Sub-Contractors and Building Operations Managers.

At GIVISCO Construction Company we pride ourselves on our flexibility to work with clients by providing construction services to help meet project expectations.

From the design phase to project closeout, we can provide value through consulting, material purchasing, trade performance and project management. Our mission is to provide successful Client solutions.

- General Contracting
- Design / Build
- Cost Plus Contracting
- Building and Specialty Capabilities
- Construction Management
- Bid / Build
- Supply and Manage

Primary NAICS Codes:
236210 Industrial Building Construction
236220 Commercial and Institutional Building Construction

Certifications:

Givisco Construction Company
CAGE CODE: 6LR50

- Small Business
- Minority Owned
- Veteran Owned
- MBE- Mid-States Minority Supplier Development Council (MSMSDC)
- BROWZ Certified (ID: FDC9)

GIVISCO Construction Company has been successful on multiple construction projects throughout Central Illinois.

Clients/Owners have included:

- Illinois Air National Guard
- Black Business Alliance- Peoria
- Eastern Illinois University
- Southern Illinois University, Edwardsville
- Illinois College- Jacksonville
- Central Illinois Ag- Atlanta IL
- Pontiac Correctional Department
- Illinois Central College
- Tazewell County
- Illinois Department of Transportation (IDOT)
- Illinois State University
- Rankin School District

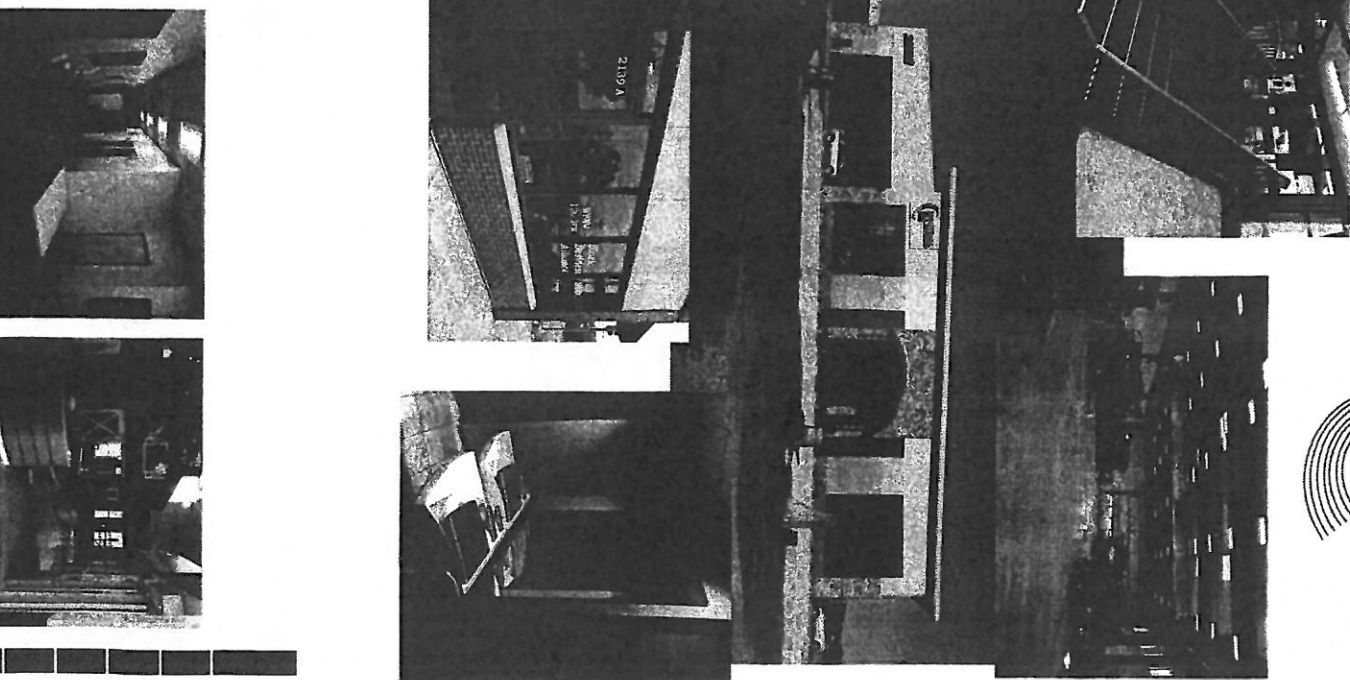
Contact us at:

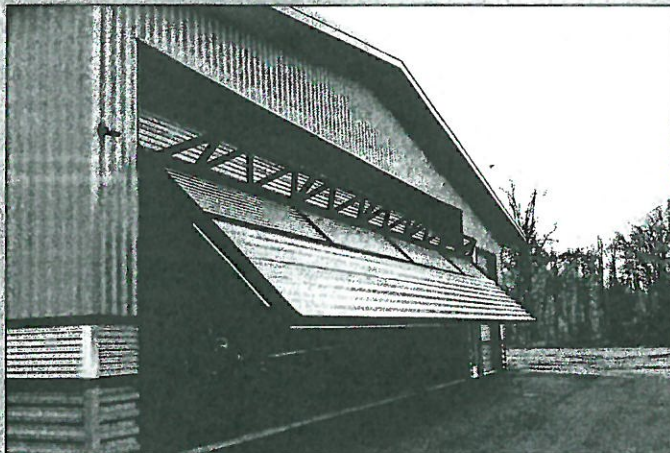
GIVISCO Construction Company

2321 Lakeshore Drive
Peekin, Illinois 61554
Phone: (309) 620-9127
Fax: (309) 620-9128
info@givisco.com | givisco.com

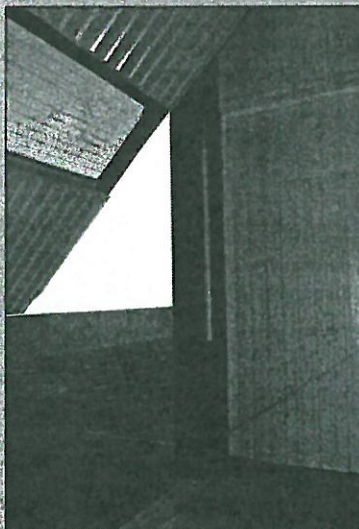
Contacts:

- Ronald A Givens Sr- President
- Richard Scovill- Tres/Secretary
- Ronnie Givens II- General Manager
- Justin Ellis- Project Manager
- Vicki Blaine- Project Estimator

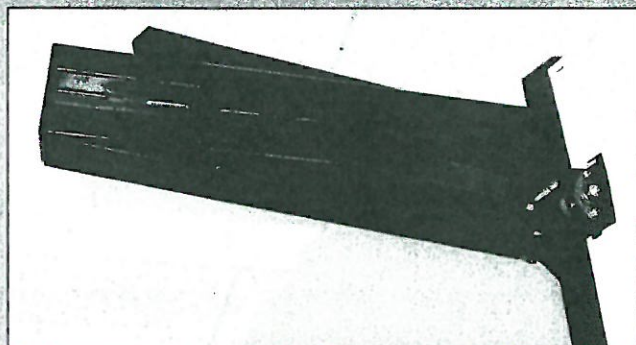




Built strong. Higher Power Hydraulic Doors® are completely self-supporting. Door attaches to its own framing (no hinges to wear or repair like our competitor's doors). Unlike bi-fold or one-piece hydraulic doors, **this design doesn't impose vertical or horizontal loads on your structure either.**



Built for easy access. Cylinders mount inside the slide column. Gives your structure the side clearance and open vistas you want.



Built for smoother, faster ride.

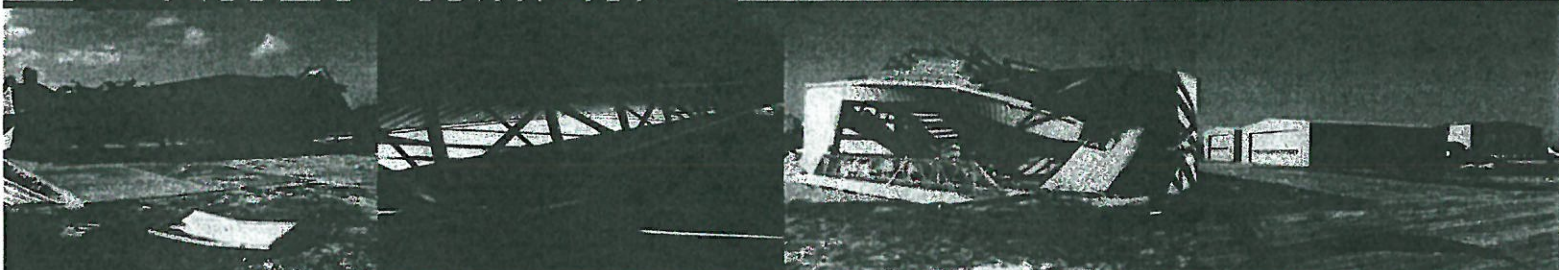
The new patented cam mechanism design reduces head room requirements and system operating pressure.

Here are 3 ways to see our door in action!

- www.hpdoors.com: See a video demonstration showing how our doors operate
- Fly into Benton Harbor, Michigan (KBEH) airport to watch it perform live
- Call us to find a door closer to your location

Once you see it in action, you won't trust the security of your building to anything else.

CLIENT TESTIMONIAL



**190mph
Sustained
Winds**

Hurricane Joaquin, Crooked Island, Bahamas - September, 2015

"Roland: Thanks for building a strong door. It is a little tweaked because my building is laying on top of it, but it is the only thing I can reuse." — Scott M.

**Our doors withstood
the 190mph winds.**

**Need more information
or an estimate?
Call or e-mail us now.**

**HIGHER POWER®
HYDRAULIC DOORS**

WE BELIEVE - that God gave us the ultimate gift of Jesus Christ, His son. Second, that He gave us this door concept to share with you. If you purchase our product, we trust that it will serve you well for many years to come, and we hope you enjoy your door as much as we enjoy ours.

— Roland & Linnea Betker

...opening new vistas.

Pekin Planning Commission Meeting
Council Chambers
111 South Capitol Street, 2nd level
November 9, 2016
5:30pm

Present:

Bill Craig, Chair
Ron Knautz
Chris Deverman
Daryl Dagit
Don Hild
James Ruth
Amy Wilson

Absent:

Steve Thompson

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

Staff present: Code Enforcement Officer Shana Wade, Attorney Scott Kriegsman

MOTION by Ron Knautz, Seconded by Chris Deverman to approve the agenda as presented. On roll call vote, All present voted AYE. Motion approved.

MOTION by Daryl Dagit to, Seconded by Amy Wilson approve the Pekin Planning Minutes from August 10, 2016. On roll call vote, All present voted AYE. Motion approved.

Council Action Reports:

Bill Craig read into the record

Application #1: Climate Controlled Storage Unit

Hearing #1 (07-1901): Special Use Petition for a climate controlled storage unit of certain property located at 1904 Sara Lane with legal description of Sec 36 T25N R5W Greenbriar Subd Sec 6 Lot A NW ¼ with the following P.I.N. #04-04-36-103-017.

Open Public Hearing: 5:33pm

Rockie Snell, 117 Balagna Court, Hanna City, IL was present to discuss this plans for the 1904 Sara Lane property. Mr. Snell is requesting a variance for this building to have enclosed climate control storage. This building was an old beauty school, sitting empty for several years. Tried to sell it and tried to lease with no luck. Mr. Snell stated there would be approximately 30 spaces available.

Close Public Hearing: 5:40pm

Bill Craig, Chair entertained a motion for discussion: The Zoning Code regarding OS1 Special Use/Code #9-5A-3. The climate controlled storage units at do not qualify under the current code. The Commission stated there wasn't anything in the current code to allow this. Mr. Snell can go to the Zoning Board of Appeals with this if he chooses too.

Motion made by Chris Deverman, seconded by Daryl Dagit to deny the Special Use of the property located at 1904 Sara Lane. On roll call vote, Nays; Bill Craig, Chair, Don Hold, Vice Chair, Jim Ruth, Ron Knautz, Daryl Dagit, Chris Deverman and Amy Wilson. Motion denied.

Application #2: Re-zoning

Hearing #2 (11-1904): Petition of Re-zoning a house currently zoned B-3 (General Business) to RM-2 (Multiple Family Residential) of certain property located at 1101 N. 8th Street with a Legal Description of SEC 35 T25N R5W BAILEYS ADD S ½ of LOTS 7 & * (EXC HWY) BLK 9 NW ¼ with the following P.I.N. #04-04-35-138-008.

Open Public Hearing: 5:45pm

Chad and Heather Wolfe, Owners of the property were present to discuss the re-zoning. Mr. Wolfe bought the property to fix up to sale. He has tried for 2 years with no luck. The banks won't offer an FHA loan on the property zoned B-3. He is requesting the property be zoned RM-2.

Close Public Hearing: 5:48pm

Bill Craig, Chair entertained a motion for discussion: The Commission does not see a problem with re-zoning the area. There have been several businesses in that area that have come before the Commission requesting the change. Bill Craig, Chair informed Mr. Wolfe that their recommendation for re-zoning of 1101 N. 8th Street will be on the Monday, November 28th City Council Meeting.

Motion made by Daryl Dagit to approve the Special Use to rezone the property at 1101 N. 8th Street, seconded by Ron Knautz. On roll call vote, All present voted AYE. Motion approved.

Public Input:

No public input

Bill Craig, Chair welcomed Katie Shackleford, City Planner to the meeting. Bill Craig, Chair recognized James "Jim" Jones for all his civic duties, the numerous boards, committees and commissions has served on and serving on our City Council, to also keep his wife Gloria and family in your thoughts and prayers. No other business to come before the Planning Commission.

Motion made by Jim Ruth, seconded by Ron Knautz to adjourn. On roll call vote, All present voted AYE. Motion approved. Meeting adjourned at 5:55pm.

Respectfully submitted:

Paula Gensel, Administrative Assistant

Shana Wade, Code Enforcement Officer/Building Inspector

**Pekin Planning Commission
November 9, 2016**

HEARING #2 (11-1904)

The Pekin Planning Commission recommends the approval for the Special Use/Re-zoning located at 1101 N. 8th Street currently zoned as B-3 (General Business District) to RM-2 (Multiple Family Residential) Code #9-5A-3 in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Don Hild, Vice-Chairman

Tally of Votes:

Aye – (7)

Nay – (0)

Abstain – (0)

Absent – (1)

TO Journal Star: Please publish one time on the 19th day of October, 2016.

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a PUBLIC HEARING will be held For a Special Use Petition for a climate controlled storage unit of certain property located at 1904 Sarah Lane with a Legal Description of Sec 36 T25N R5W Greenbriar Subd Sec 6 Lot A NW ¼ with the following P.I.N.# 04-04-36-103-017 in Tazewell County, Illinois.

Said Public Hearing of the above petition to be held at a regular Meeting of the Pekin Planning Commission, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 9th day of November, 2016, at the hour of 5:30 P.M.

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

Dated this 19th day of October, 2016.

Shana L. Wade, Secretary
Pekin Planning Commission

VARIANCE REQUEST
for 1904 Sheridan Rd.
Pekin, Illinois

To: Shana L. Wade

From: Rockie Snell (owner)
117 Balagna Court
Hanna City, IL 61536
Ph. 309 208 3683

Description of Property:

The property's address is 1904 Sheridan Rd. also known as 1904 Sara Lane.
Legal description: Sec. 36 T25N R5W GREENBRIAR SUBD. SEC. 6 LOT A--
Parcel #04-04-36-103-017

I am the owner of the building at 1904 Sheridan Rd., corner of Sara Lane and Sheridan Rd. The building was formerly Career Logic Beauty School. About two years ago, the school closed. Since then I have attempted to rent/lease, or sale the building with no luck. It is a nice looking brick building with a newer steel roof. After a lot of thought and research, I believe a climate controlled storage unit would serve the area well as it is surrounded by many rental properties. People are always looking for storage space and there are few, if any, climate controlled units in Pekin, IL.

There would be no exterior changes to the building except for enlarging 3 exterior doors and closing some windows. As for the parking, there would be very few spaces needed, even though the property has over 30 spaces available.

I bought the building as income property, but in the last two years it has generated no income. Actually the expenses are very high, around \$1000.00 monthly out of pocket for the property. Hopefully, with all the above information I would hope that you would strongly consider my request for the variance.

I thank you,



Rockie Snell
117 Balagna Court
Hanna City, IL
Ph. 309 208 3683
email: ssrs1104@gmail.com

(sorry - printed was not working well)

1904 SHERIDAN ROAD

SHERIDAN RD

DRIVE

SARA LN.

PARKING

PARKING

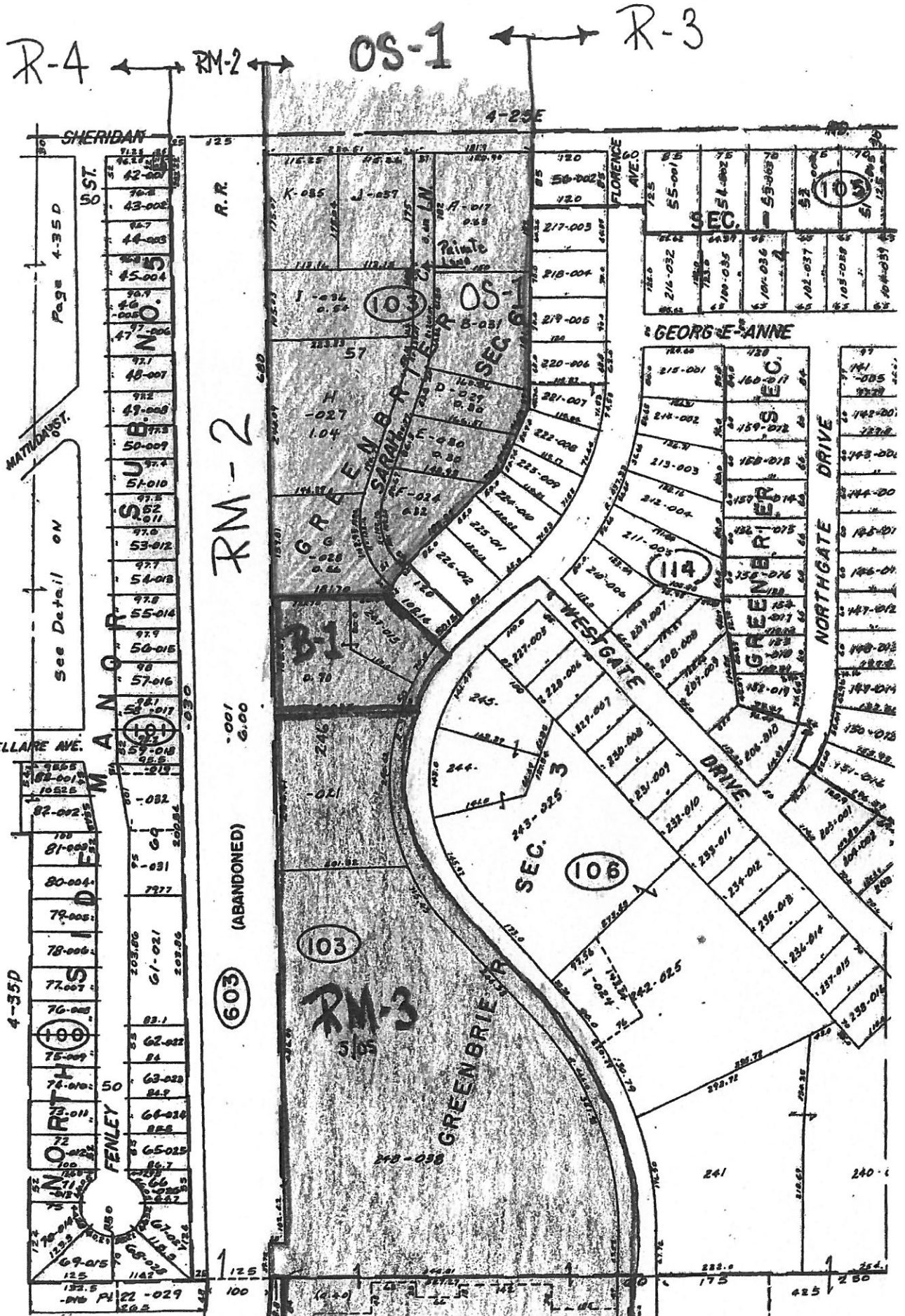
PARKING

180'

DRIVE

150

2002
03



TO Journal Star: Please publish one time on the 19th day of October, 2016.

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for a Petition of Re-Zoning a house currently zoned B-3 (General Business) to RM-2 (Multiple Family Residential) of certain property located at 1101 N. 8th Street with a Legal Description of SEC 35 T25N R5W BAILEYS ADDN S 1/2 OF LOTS 7 & 8 (EXC HWY) BLK 9 NW ¼ with the following P.I.N.# 04-04-35-138-008 in Tazewell County, Illinois.

Said **Public Hearing** of the above petition to be held at a regular Meeting of the Pekin Planning Commission, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 9th day of **November, 2016**, at the hour of **5:30 P.M.**

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

Dated this 19th day of October, 2016.

Shana L. Wade, Secretary
Pekin Planning Commission

To whom it may concern:

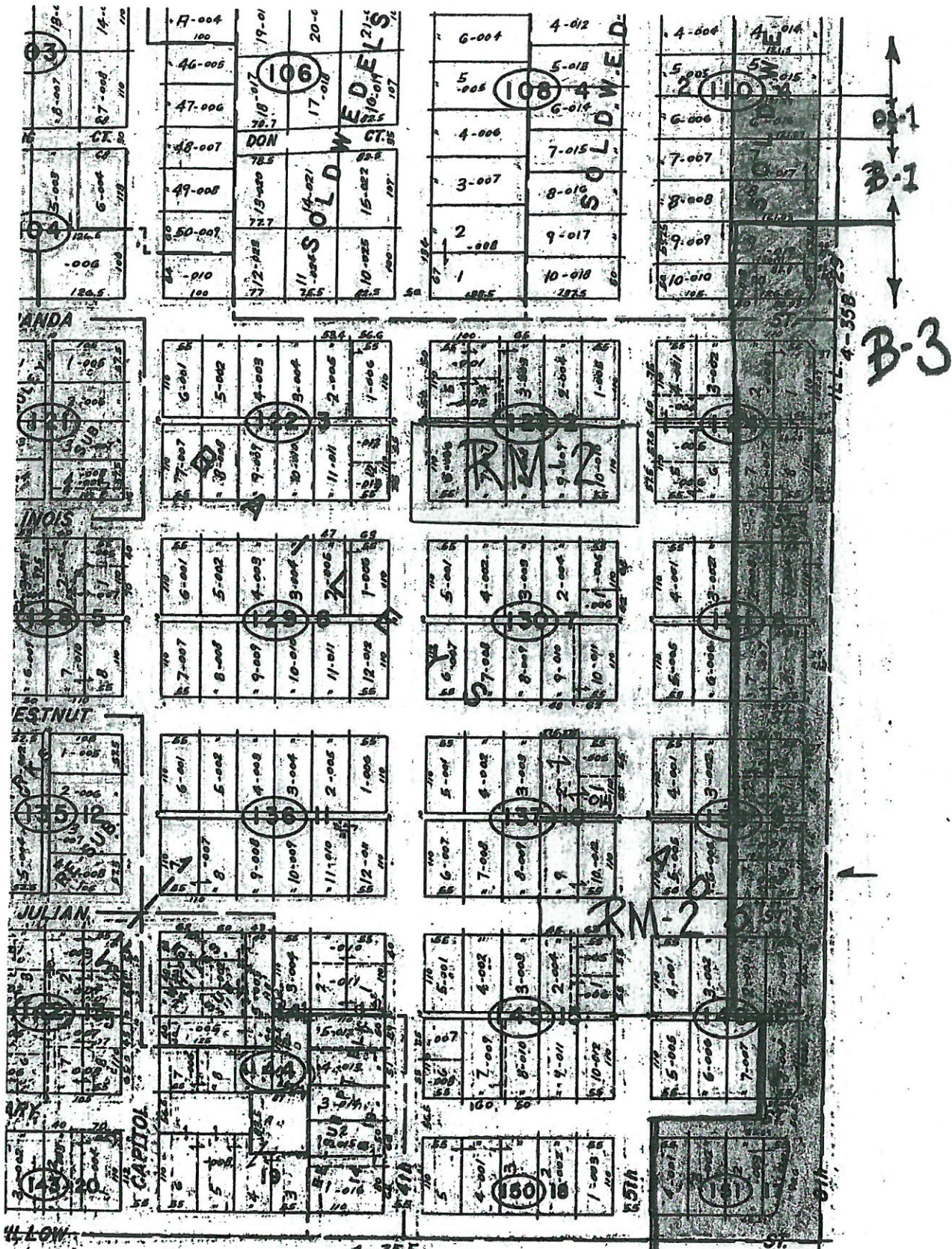
I am the current owner of 1101 N 8th St in Pekin, IL. I bought this house with intentions of making it a residential property. All of the surrounding people by me are residents as well. It is currently zoned as a B-3. The trouble I have now is that because this is somewhat of a "starter home" FHA will not approve first time homebuyers for a loan based upon how it is zoned. It has sat empty for 2 years with little to no interest as a commercial property, but several interested people as residents. In the most recent months I tried again to get this house rezoned and have received very good help and info from the Zoning Department. The houses west of me on St Julian are zoned RM-2 and that is basically the entrance to the house on St Julian anyways. I really appreciate your time and consideration to help me get this rezoned and I truly believe that it is in the best interest for everyone not having an empty building just sitting there for many more years.

On another note, my job transferred me to Minnesota, but I will be attending the hearing Nov 9th. I can provide pictures of the transformed house and also tell a little history behind it. I have pictures from the late 1800s of what the home looked like. I met the grand daughter (who was my teacher growing up) and got to hear all kinds of wonderful stories about what kind of great memories she had in the house also.

Sincerely,

Chad Wolfe

(309)347-3642



PEKIN TWP.

R-4

B-3

W. 1/2 N.W. 1/4 SEC. 35 T.25N. R.5W.

ORDINANCE NO. 1568-A204-16/17
AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY
PIN 04-04-35-138-008
KNOWN AS 1101 NORTH 8th STREET

WHEREAS, the City of Pekin is requesting rezoning of the parcels herein described, in this ordinance; and

WHEREAS, CHAD WOLFE and HEATHER WOLFE, AS JOINT TENANTS, are the owner of the parcels herein described; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from the current zoning of B-3 (General Business) to RM-2 (Multiple Family Residential District); and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on October 19, 2017 in the Peoria Journal Star, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 5:30 p.m. on November 9, 2016, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said properties.

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

1. That the following described property is hereby zoned as RM-2 (Multiple Family Residential):

PIN 04-04-35-108

THE SOUTH ONE-HALF OF LOTS 7; 8 IN BLOCK 9 IN BAILEY'S ADDITION, IN THE CITY OF PEKIN, COUNTY OF TAZEWELL AND STATE OF ILLINOIS. EXCEPT THE FOLLOWING: A PART OF THE SOUTH HALF OF LOTS 7; 8 IN BLOCK 9 IN BAILEY'S ADDITION TO THE CITY OF PEKIN, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 5 WEST, THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF F.A. ROUTE 669 (ILLINOIS MARKED ROUTE 29) AND THE NORTH LINE OF ST. JULIAN STREET, SAID POINT BEING 32.59 FEET NORMALLY DISTANT WESTERLY FROM THE PROPOSED CENTERLINE OF F.A. ROUTE 669, AND ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 8: THENCE SOUTH 89 DEGREES 32 MINUTES 25 SECONDS WEST, 14.41 FEET TO A POINT BEING 47.00 FEET NORMALLY DISTANT WESTERLY FROM SAID CENTERLINE; SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF ST. JULIAN STREET; THENCE NORTH 44 DEGREES 46 MINUTES 12 SECONDS EAST, 14.20 FEET TO A POINT BEING 37.00 FEET NORMALLY DISTANT WESTERLY FROM SAID CENTERLINE; THENCE NORTH 0 DEGREES 0 MINUTES 01 SECONDS WEST, 44.80 FEET TO A POINT BEING 37.00 FEET NORMALLY DISTANT WESTERLY FROM SAID CENTERLINE; THENCE NORTH 89 DEGREES 34 MINUTES 0 SECONDS EAST, 4.33 FEET TO A POINT BEING 32.67 FEET NORMALLY DISTANT WESTERLY FROM SAID CENTERLINE, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF F.A. ROUTE 669; THENCE SOUTH 0 DEGREES 04 MINUTES 46 SECONDS EAST, 54.80 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this __ day of November 2016; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Kurt Nelson Fire Chief/Chairman of Traffic Safety Committee

AGENDA ITEM: Approve adoption of Change to No parking Ordinance

AGENDA DATE REQUESTED: 11/28/2016

ACTION REQUESTED: Approval of the change to the existing Code of the City of Pekin 9.3 Ordinance No. 1462-A350-16/17 Amending Title 8 Section of the Code Regarding no Parking Schedule.

DESCRIPTION: Approve the recommendation to implement No Parking from 07:00 a.m. to 4:00 p.m. Monday through Friday on the east side of the 900 block of South Capitol from park Avenue to 140 feet south of Prince St. Request originated from the Traffic Safety Committee on recommendation from Pekin Police Department patrol division regarding Jefferson School drop off area

HISTORY: Concerns have been brought before traffic safety regarding several of the 108 schools, this is one of the areas that was determined to need remedied in a timely manner.

FINANCIAL IMPACT: Minimal, Cost of signage and installation

NEIGHBORHOOD CONCERNS: Will impact short term parking during school times

IMPACT IF APPROVED: Make the area around drop-off for the school safer

IMPACT IF DENIED: Concerns would remain regarding congestion and drop off during school year.

ALTERNATIVES: No Parking ban on City Streets

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

REQUIRED SIGNATURES

Department Director:

Date:

11/16/2016

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

ORDINANCE NO. 1462-A350-16/17

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

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

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

WHEREAS, the Traffic Safety Committee discussed safety concerns of dropping off students at Jefferson School brought forward by patrol at the meeting on October 7, 2016; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider restricting parking during school hours on the east side of the 900 Block of S. Capitol Street from Park Avenue to 140 feet south of Prince Street.

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated September 26, 2016 in its entirety, and inserting the No Parking Schedule dated November 28, 2016 attached hereto and incorporated herein by this reference.

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

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

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law with an effective date of January 1, 2017.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2016; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

- B. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:
1. In front of a public or private driveway;
 2. Within fifteen feet (15') of a fire hydrant;
 3. Within twenty feet (20') of a crosswalk at any intersection;
 4. Within thirty feet (30') upon the approach to any flashing signal, yield sign or traffic-control signal located at the side of a roadway;
 5. Within twenty feet (20') of the driveway entrance to any fire station; within seventy-five feet (75') of such entrance when properly signposted;
 6. At any place where official signs prohibit standing or parking.
 7. Within fifteen feet (15) on either side of a curbside residential mailbox from Monday-Saturday 8:00 A.M. to 5:00 P.M. when such parking actually interferes with the delivery of mail. (Ord. No. 1462-A323-12/13 02/25/13)
- C. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:
1. Within fifty feet (50') of the nearest rail of a railroad crossing;
 2. At any place where official signs prohibit parking.
 3. This section shall not apply to vehicles properly parked in marked diagonal stalls.
(Ord. No. 1462-A316-12/13 08/27/12)

D. RESTRICTED PARKING: No person shall park a vehicle on:

Control	On Street	At or From	To	Direction	Side
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SEE PARKING SCHEDULE

(Ord. No. 1462-A350-16/17 11-28-16 last update)

E. RESTRICTED PARKING WITH PERMIT

- (i) Parking will be allowed on Center Street between 13th Street and Garden Street between the hours of 9:00 am and 5:00 pm, Monday through Saturday, by vehicles displaying a valid permit in the lower left hand corner of the vehicle's rear window. All non-permit holding vehicles remain subject to the two hour parking limitation as set forth in the Restricted Parking Schedule of Title 8, Chapter 4, Section D. Said permits will be available at the City of Pekin Police Department for an annual fee of \$10.00 per authorized vehicle upon proof of residency and vehicle registration to that Center Street address.

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

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

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

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

Time	Duration	Days	On Street	At or From	To	Direction of Traff	Side	Date of Adoption
Total	Always	All days	RWBP Frontage Rd	Enterprise Drive	North End	North-South	Both	
hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	South	04-07-10 *
Total	8am-5pm	Mon-Fri	Sabella Street	South 3rd Street	South 2nd Street	West	North	04-26-10
Total	Always	All days	Sheridan Road	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Sheridan Road	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Sheridan Road	600 ' east of Redwood	Lick Creek Bridge	East-West	Both	
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All days	South 10th Street	Park Avenue	Winter Street	North	East	09-26-16
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	09-12-05 permit
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 14th Street	Broadway Road	Alley South	South	Both	
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McL	North	East	
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Str	South	West	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
Total	Always	All days	South 5th Street	130' south of Derby	Koch Street	South	West	08-27-12
15 mins	Always	All days	South 5th Street	Derby Street	130' south of Derby	South	West	08-27-12

No Parking from 7am to 4pm
Monday to Friday

PARK

PRINCE

CAPITOL





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Clayton Stambaugh, Airport Manager

AGENDA ITEM:

Land Lease for Non-Commercial Hangar with Mike DePeugh at Pekin Municipal Airport

AGENDA DATE REQUESTED:

11-28-2016

ACTION REQUESTED:

Approve land lease terms for the construction of a non-commercial hangar with Mike DePuegh at Pekin Municipal Airport.

DESCRIPTION:

In direct response to zero hangar capacity at Pekin Municipal Airport, a private party has proposed the construction of a fifty foot by forty foot (50'x40') non-commercial hangar, utilizing a yearly paid land lease, predicated on a fair and reasonable land-lease pricing, based upon aviation industry accepted amortization standards, per Federal regulation. Private hangar development has not occurred on the airport since 1992.

Utilizing current rates and charges of Pekin Municipal Airport, validated bi-annually, predicated on fair and reasonable prices at similar airports throughout the region, State, and the Midwest, the proposed land lease agreement is for eleven cents (0.11) per square foot per year with a bi-annual increase of three percent (1.5%).

The City of Pekin and Pekin Municipal Airport cannot provide adequate aircraft hangar access given full capacity of City-owned hangars, current and future demand, timing, and current inadequate funding from Federal and State sources. Fair and reasonable access must be provided, for aeronautical needs and use, at Pekin Municipal Airport, per Federal regulation. Said regulation dictates that private hangar development, on land leases as such, revert to the airport sponsor (City of Pekin), in good repair and condition, at the end of the lease term; typically 30-35 years, relative to the particular aviation market and amortization.

It should be advised that normal real estate pricing is inappropriate to compare to aeronautical property, given the vast amount of variables in consideration. Pricing is established on a fair, reasonable, and aeronautical market value. Although land leases of these types are perceived to provide little yearly revenue operationally, there is a significant benefit realized by the City of Pekin and Pekin Municipal Airport by numerous other metrics, which include both operational and capital considerations, such as:

- Increased based aircraft
- Increased aircraft operation, activity
- Increased fuel sales
- Increased capital infrastructure

Most of these metrics are utilized significantly in the prioritization of Federal and State funding, which pays for ninety five percent (95%) of large capital infrastructure improvements at Pekin Municipal Airport. These improvement movies are paid for in most part by aviation fees and taxation collected Nationally.

Preliminary plans have been received by the City of Pekin. Official City of Pekin acceptance of the land lease, shall not be approved without construction approval, upon acceptance of permitted and accepted plans from the Airport Manager, Pekin Municipal Airport Commission, and City Engineer. Land lease terms shall not be fully executed without final construction acceptance of the City Engineer.

It is recommended by the Airport Manager, Pekin Municipal Airport Advisory Commission, and City Engineer that the said land lease for a non-commercial hangar be approved.

FINANCIAL IMPACTS:

1. Zero capital expenditure to fulfill capacity need
2. Increased asset value of airport
3. Increased fuel sales, based aircraft, and aircraft operations that result in a higher priority for Federal and State Funding

NEIGHBORHOOD CONCERNS:

None

IMPACT IF APPROVED:

1. Greater Federal and State funding priority based upon an increase in based aircraft and aircraft operations
2. Lessoned area for mowing and grounds keeping
3. Additional yearly operational revenues
4. Fulfillment of Federal regulation
5. Increased hangar capacity with zero expense to the City of Pekin
6. Encouragement of future private capital improvements

IMPACT IF DENIED:

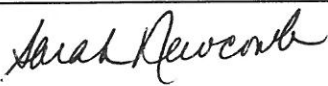
1. Loss of based aircraft, fuel sales, and aircraft operations
2. Nonfulfillment of Federal regulation
3. Loss of hangar capacity opportunity
4. Discouragement of future private capital improvements

ALTERNATIVES:

Utilize City-wide capital improvement budget/bonding next fiscal year to develop City-owned hangars for rental and lease to fulfill market demand.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

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

	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date: <i>6</i>	Clayton Stambaugh, Airport Manager 
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel: <i>Reviewed 11/21/16</i>	
Date:	
City Manager: 	
Date: <i>11/23/16</i>	

Land Lease Agreement

This Agreement entered into this ____ day of ____ 2016, by and between the CITY OF PEKIN, a Municipal Corporation, hereinafter referred to as "Lessor," and MIKE DEPEUGH 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, the use of which shall be enjoyed by the Lessee during the term of this Lease Agreement, with title to said hangar to revert to lessor upon 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 parties hereto as follows:

1. **TERM.** The term of this Lease shall be for thirty (30) years, commencing on the ____ day of _____, 2017, and ending on the ____ day of _____, 2047. 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 ____ day of _____, 2047. 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 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 approximate 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 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 hangar being approximately 50 feet by 40 feet and 14 feet 8 inches high.

- b) Lessee further agrees to construct the building, upon approval of the City and its departments, in accordance with all applicable codes with forthcoming stamped specifications and plans provided by Lessee
- 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 aeronautical use of Lessee; however, Lessee may authorize transient aircraft to use Lessee's hangar facility from time to time on a temporary basis. Lessee must receive written authorization to sublease Lessee's hangar facility under Lessor terms and conditions on a case by case basis. (Isn't this covered below under sublease)
- e) Lessee represents that they are familiar with rules, regulations, and requirements of the US Department of Transportation – Federal Aviation Administration, State of Illinois Department of Transportation - Division of Aeronautics, covenants and minimum standards adopted by the Pekin Municipal Airport and the City of Pekin, 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 in in a clean and orderly condition and in good repair, normal wear and tear, acts of God and accidental damage expected.
- g) Lessee further agrees and covenants to keep the grass mowed and trimmed on 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 carrying on of the operations hereinabove provided during the term of this Lease Agreement, the sum of EIGHT THOUSAND TWO HUNDRED AND FIFTY EIGHT DOLLARS AND FIFTY ONE CENTS (\$8,258.51), based upon a starting price of TWO HUNDRED AND TWENTY (\$220.00) DOLLARS with a calculated 1.5% annual compounded raise, hereinafter referred to as "Fixed Rental," calculated by a 30 year division of total sum due, payable in TWO HUNDRED AND SEVENTY FIVE DOLLARS AND TWENTY EIGHT CENTS (\$275.28) fixed annual payments.

5. MANNER OF PAYMENT. The fixed annual rent hereinabove mentioned shall be paid in advance to Lessor in annual installments of TWO HUNDRED AND SEVENTY FIVE DOLLARS

AND TWENTY EIGHT CENTS (\$275.28), commencing _____, 2017, 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 exists; 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 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 water 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 insured 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 alterations 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 agrees 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 the 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 our 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 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. Lessee shall maintain general building insurance, including fire insurance. The liability limits of such insurance shall not be less than THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS for any one aircraft and not less than THREE HUNDRED THOUSAND (\$300,000.00) 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 judgements 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 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:

1. If providing commercial service, 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.
2. 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 of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed 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.

3. It is clearly understood that 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 Fixed Based Operator (FBO) sales at the Airport at the time.
4. 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.
5. 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 hindrance.
6. 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 as needed or as directed and recommended by FAA Regulations, together with the right to direct and control all activities of Lessee in this regard.
7. 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.
8. 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, and 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.

9. 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.

10. 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 written notice and a period of time for compliance as are stated in this paragraph.

18. GENERAL PROVISIONS.

1. 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.
2. 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.

3. 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 MIKE DEPEUGH 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.

4. 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:

MIKE DEPEUGH
18157 Red Shale Hill
Pekin, Illinois 61554

LESSOR:
CITY OF PEKIN, a Municipal Corporation

By _____
MAYOR

ATTEST:

CITY CLERK
Sue McMillan

PEKIN MUNICIPAL AIRPORT

HANGAR BUILDING GUIDELINES

- I. PURPOSE
- II. PROCEDURES
- III. RULES AND REGULATIONS
- IV. PROJECT LAYOUT
- V. SITE PREPARATION AND SUBGRADE
- VI. BUILDING FOUNDATION, FOOTINGS, AND FROST WALL
- VII. BUILDING FLOOR
- VIII. PLUMBING
- IX. OVERHEAD DOOR

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 aircraft hangar, located on the Pekin Municipal Airport, Pekin, Illinois. Reference to Owner in these guidelines is 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 an approximate clear span of 50 ft., an approximate length of 40 ft., an approximate eave height of 14 ft 8 in, with a maximum post spacing of 16', or as recommended by the manufacturer.

The building shall be designed to withstand as a minimum design loads as required by the International Building Code 2006 edition. The wind load 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 City of Pekin. Before the contract is awarded, the contractor shall submit to the City of Pekin a complete set of plans and specifications for the building proposed. Said plans must be approved by the City of Pekin Engineer or his/her designee.

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 International Building Code 2006 and any other Federal, State and local requirements, laws and ordinance 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 City of Pekin 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 City of Pekin.

The Lessor or his Contractor shall or his Contractor shall obtain all licenses, permits and inspections required by the above laws, ordinances and rules for the entire building project called for in the forthcoming specifications and plans, approved by the City. The Contractor shall submit Form 7460-1 - Notice of Proposed Construction or Alteration with the Illinois Department of Transportation – Division of Aeronautics.

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 building with approval by the City of Pekin

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 City of Pekin. The sod and vegetation shall be disposed of on airport property as directed by the City of Pekin.

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 the drawings.

VI. BUILDING FOUNDATION, FOOTINGS AND FROST WALL

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

VII. BUILDING FLOOR

The building floor shall be 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/tile system must be approved by the Tazewell County Health Department at a location approved by the City of Pekin.

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 meet as the required horizontal forces as defined in the International Building Code 2006 edition.

ORDINANCE NO. _____

ORDINANCE AUTHORIZATION EXECUTION OF A LAND LEASE
AT PEKIN MUNICIPAL AIRPORT

WHEREAS, pursuant to Ordinance No. ____ adopted by the City Council of the City of Pekin, the City Council held a public hearing on _____, 2016, pursuant to notice published in the Pekin Daily Times on _____, 2016; and

WHEREAS, all persons present spoke or where 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 as "Lessor" and Mike DePeugh as "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 as "Lessor" and Mike DePeugh 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 50 feet by 40 feet for construction of a hangar, further, granting the use of areas in and upon said Airport necessary to utilize said leased tract (a drawing of the area of the leased tract 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 the corporate authorities now holding office and approval in the manner provided by law.

AYES: _____

NAYES: _____

ABSENTS: _____

PASSED in due form of the law by the City Council of the City of Pekin, Pekin, Illinois, at its regular meeting held on the ____ day of _____, 2016.

MAYOR

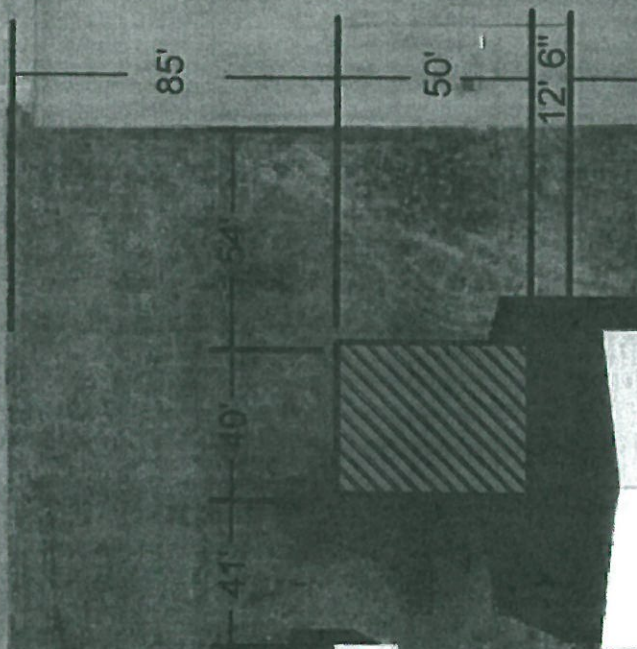
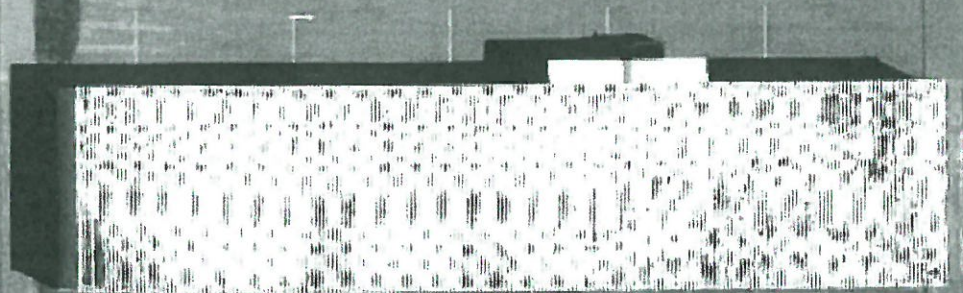
APPROVED this ____ day of _____, 2016.

MAYOR

ATTEST

CITY CLERK

EXHIBIT "A"



VIDEO GAMING ACT ORDINANCE

WHEREAS, the Video Gaming Act (230 ILCS 40) enacted July 13, 2009, legalizes the use of video gaming terminals in specific locations in Illinois; and

WHEREAS, 65 ILCS 5111-55.1 authorizes municipalities to regulate and control coin-operated amusement devices; and

WHEREAS, the Illinois Liquor Control Act and the City of Pekin Liquor Control Ordinance permit the City of Pekin to license and regulate establishments that sell and dispense alcoholic beverages; and

WHEREAS, the City of Pekin believes it is in the best interest of the City to permit video gaming in the City of Pekin subject to a City License under the terms and conditions of this Ordinance.

THEREFORE, It Is Hereby Ordained by the City Council of the City of Pekin, Tazewell County, Illinois, as follows:

SECTION ONE - Definitions:

"Video Gaming Cafe" means any Class A Liquor Licensed premises whose primary source of income is from Video Gaming Terminals.

"Video gaming terminal" means any electronic video game machine that, upon insertion of cash, electronic cards or vouchers, or any combination thereof is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only. (230 ILCS 40/5)

"Video Gaming Act" means the Illinois Video Gaming Act. (230 ILCS 40)

SECTION TWO -- Conflict: In the case of any conflict or inconsistency between this Ordinance and the Video Gaming Act, the Video Gaming Act shall control.

SECTION THREE - Jurisdiction: The Illinois Gaming Board shall have jurisdiction over and shall supervise all gaming operations governed by the Video Gaming Act. (230 ILLS 40/78(a)) The City shall have jurisdiction over any person holding a City Gaming License.

SECTION FOUR - Where Video Gaming Terminals May Be Placed:

(a) Licensed retail establishments where alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises, and as otherwise defined in the Video Gaming Act.

(b) Licensed truck stop establishments as defined in the Video Gaming Act.

(c) Licensed fraternal establishments where a qualified fraternal organization that derives its charter from a national fraternal organization regularly meets.

(d) Licensed veteran establishments where a qualified veterans organization that derive its charter from a national veterans organization regularly meets.

SECTION FIVE -- Restrictions on Operation:

(a) Location restrictions. Video gaming terminals may not be operated on any premises that are (i) located within 400 feet of any existing licensed video gaming location, or (ii) located within 100 feet of a school or place of worship. These distances will be determined by measuring the distance from a proposed or existing Licensed Video Gaming location to a preexisting facility by drawing a straight line between the closest part of any building used for the proposed or existing licensed video gaming location and the closest part of any building used for the facility. When located within

subsection of property (e.g., a tenant in a shopping center or commercial condominium), measurement shall be from the boundaries of the establishment's leased building premises.

(b) Number of machines. There may not be more than five machines on any premises.

(c) Location of machines. Video gaming terminals must be located in an area that is restricted to persons over 21 years of age. The entrance to that area must be within the view of at least one employee.

(d) Age restrictions. No licensee may cause or permit any person under the age of 21 years to use or play a video gaming terminal.

(e) Liquor license required. Each establishment, except truck stops and fraternal organizations, must possess a valid liquor license issued by the Illinois Liquor Control Commission **and** the City of Pekin.

(f) Hours of operation. Those premises that are licensed establishments, except truck stops and fraternal establishments, may operate video gaming terminals only during the hours of operation for the consumption of alcohol at that premises.

(g) Additional regulations. The Illinois Gaming Board has adopted rules that clarify some of the restrictions or conditions found in the Video Gaming Act. Those rules can be found at 11 Ill. Adm. Code 1800.

SECTION SIX - Compliance With Law: All establishments shall comply with the Illinois Video Gaming Act, together with all other applicable laws, rules, regulations, and ordinances.

SECTION SEVEN - City License:

(a) License Required

(1) The licensee of any video gaming terminals shall first obtain a license for such device issued by the City.

(2) It shall be unlawful for any person to install, keep, maintain, or use, or permit the installation, keeping, maintenance, or use upon his premises of any video gaming terminal unless a valid license issued under this Ordinance for the video gaming terminal is in effect.

(3) It shall be unlawful for any person to deliver video gaming terminals within the City for use by any other person for gain or profit from the operation thereof unless a license therefor has been issued by the City and the license fee has been paid for the current year.

(4) There shall be no more than twenty (20) Video Gaming Cafes at any time within the City of Pekin.

(b) Application. Applications for the license required by this ordinance shall be filed with the City Clerk and shall contain the following information:

(1) The name, address, age, and date of birth of the owner of the video gaming terminal and of the owner of the establishment where the video gaming terminal shall be located.

(2) Prior convictions of the owner of the video gaming terminal and the owner of the establishment, if any.

(3) The place where the video gaming terminal is to be displayed or operated and the business conducted at that place.

(4) A description of the video gaming terminal to be covered by the license.

(5) Evidence that licenses have been issued by the Illinois Gaming Board to the owner of the video gaming terminal and the owner of the establishment.

(c) Fee. The annual fee for the license required by this Ordinance shall be \$1000.00 per year.

(d) Fee. The annual terminal fee for each gaming machine required by this Ordinance shall be \$250.00 per machine for years 2017 and 2018.

(e) For years 2019 forward, the annual terminal fee for each gaming machine shall be \$500.00 per year.

(f) Expiration. Licenses issued pursuant to this Ordinance shall terminate on April 30 of each year.

(g) Display. The license required by this Ordinance shall be prominently displayed next to the video gaming terminal.

(h) Revocation. The Local Liquor License Commissioner, at any time, may notify any licensee under this Ordinance within five business days of any charge of a violation of any of the provisions of this article in connection with the operation of any video gaming terminal. After a hearing presided over by the Local Liquor License Commissioner, the Commissioner may order the revocation of the license upon a finding that the violation has occurred, and the license shall thereupon be terminated. The licensee may appeal the revocation as prescribed in this Ordinance.

SECTION EIGHT – PENALTIES: The Local Liquor License Commissioner, after a duly noticed hearing, may fine, suspend or revoke the license upon a finding of a violation of any provisions of this article.

SECTION NINE – CONFLICT: That all ordinances and parts of ordinances in conflict with or inconsistent with the provisions of this ordinance are hereby repealed to

the extent of any such conflict or inconsistency.

SECTION TEN: That if any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2016; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK