City of Pekin

REGULAR COUNCIL MEETING MONDAY, OCTOBER 10, 2016

5:30 P.M.

Fire and Police ServPro Recognition	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor John McCabe*		
3.0 ROLL CALL *Clerk to Call the Roll*		
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 September 26, 2016.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Mayor's Advisory Committee for Persons with Disabilities Minutes dated February 12, 2014, September 11, 2014, June 11, 2015, August 13, 2015, January 14, 2016, March 10, 2016, May 12, 2016.		5
7.2 Proclamation: " Fire Prevention Week" October 9, 2016- October 15, 2016		
7.3 Receive and File: City of Pekin Financial Statements April 30, 2016 Prepared by Willock Warning & Co., P.C.: Tax Increment Financing – Central Business District Fund Solid Waste Fund and Pekin Public Library		
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 UNFINISHED BUSINESS		

9.1 Computer Subscription Services for Land Management, Asset Management **DESCRIPTION:** Computer subscription services for Land Management, Asset Management, and Legislative Management software solutions for use by all departments of the City. **VOTE REQUIRED** to remove from the table 1/11/16 and approve the purchase of the complete package.	SN	5
10.0 NEW BUSINESS		
10.1 Petition to allow the property located at 2842 Allentown which is outside city limits to the City owned sewer. **DECRIPTION:** Petition received from owner to connect to sanitary sewer. Per City Code 4-4A-4 the Council must grant permission. The property owner responsible for the cost of service to connect and for any easements necessary to construct the sewer. **VOTE REQUIRED**	MG	3
10.2 Land Acquisition to Purchase Easements for Cambridge and Shire Drainage Improvement Project **DECRIPTION:** A temporary and permanent easement to construct the storm water sewer across 1140 Shire Street to connect to the proposed detention pond on Derby Street. **VOTE REQUIRED**	MG	3
10.3 Federal Emergency Management Agency final flood elevation determination for the City of Pekin **DECRIPTION:** Request to amend the Code of the City of Pekin Title 7, Chapter 4, Flood Control Regulations to meet the floodplain management regulations. **VOTE REQUIRED**	MG	3
10.4 Tazewell County Animal Control **DECRIPTION:** A service with the County that has the facilities and manpower to provide the service of responding to the City Code for stray domestic animals. The cost remains the same as the previous year 45,045.96. **VOTE REQUIRED**	JD	2
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION **5 ILCS 120/2 (c) 1.** The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body.	JM	5
12.0 ADJOURN **NO VOTE REQUIRED**		

Column 1 Key:

SN Sarah Newcomb Interim City Manager MG Michael Guerra City Engineer
JD John Dorsey Police Chief

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.

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, SEPTEMBER 26, 2016 AT 5:30 O'CLOCK P.M.
JOHN MCCABE * MAYOR * PRESIDING

PRESENT: COUNCIL MEMBERS, GOLDEN, ORRICK, ABEL, RITCHASON, LUFT, AND MCCABE

ABSENT: COUNCIL MEMBER DUNN

****

The **Pledge of Allegiance** was led by Mayor John McCabe.

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

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

MINUTES
Motion by Council Member Ritchason, seconded by Council Member Luft that the **Minutes of the Regular City Council Meeting of September 12, 2016 be approved as written.** Council Member Golden brought to the members' attention that the minutes did not reflect what individuals from the public addressed at the end of the meeting under Any Other Business to Come Before the Council. Mayor McCabe commented the minutes followed requirements of the Open Meetings Act. City Manager Sarah Newcomb advised the minutes as recorded were a common best-practices used by clerks. City Clerk Sue McMillan stated Public Input for business items was not missing and individuals were recorded in the minutes. Council Member Ritchason asked and the City Manager confirmed the practice would be from here on out. Council Member Golden stated he would not be voting for the minutes because they did not reflect the individuals who spoke on his behalf. Was not an accurate reflection of what took place. On roll call vote; Ayes, Orrick, Luft, Abel, Ritchason, and McCabe; Nay, Golden. Motion Carried

PUBLIC INPUT
Mayor McCabe read from 5 ILCS 120/2.06 public's right to speak but also expressed the need to curtail abusive behavior and name calling and be as civil as possible.
Robert Bramham addressed 9.2 of the agenda, an ordinance to restrict parking on 10th Street at Park Avenue. He gave an account of a similar issue of a congested area of concern on 19th Street and the Housing. He told of the police contacted the residents regarding their input on restricting parking. He gave credit to the chief for taking into consideration the driveways on 10th Street.
Ann Witzig Distributed a list of questions she asked to be answered by the next meeting. She then commented on 7.2 of the Consent Agenda to Receive and File Bids for Annual Street Maintenance. Her comment being how money is obtained. Next address was to 7.3 Receive and File Minutes of the Zoning Board of Appeals. In reference to the recording of a variance for a driveway request from Mr, Fry that was denied. She questioned why the Code Enforcement Officer Shana Wade brought to Mr Fry's attention that the drive was in violation and had to be torn out.

CONSENT AGENDA
Motion by Council Member Ritchason, seconded by Council Member Luft that the Consent Agenda be approve as presented. The following was presented for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes dated September 2, 2016; Tazewell County Animal Control August Report; Tourism Committee Minutes dated September 15, 2016; Building Inspection Reports for August; and Police Department August Report.	

7.2 Receive and File: Bids Annual Street Maintenance Various 16-00000-01-GM opened September 13, 2016 at 1:00 p.m.	
7.3 Receive and File Zoning Board of Appeals Minutes dated September 14, 2016.	

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

UNITED WAY PRESENTATION: Earl Riley Campaign Chairman 2017 spoke to the Council on the importance of the fundraising campaign for the more than 24 programs and services provide by the community partners and funded by their contributions. He asked that the members encourage employers, coworkers, friends, and neighbors to support the United Way.

LIBRARY REPORT: Jeff Brooks Director told the Council that September was library card sign up month. He reported that the new facility had an 11% increase over two years ago in children's services. The library hosted many adult programs and the use of meeting rooms. Council Member Luft asked Mr. Brooks to clarify the misconception that you had to live in the City to check out books. Council Member Orrick noted the availability of a 3D printer.

NEW BUSINESS

Motion by Council Member Abel, seconded by Council Member Ritchason that the **DONATION TO THE PEKIN AREA CHAMBER OF COMMERCE IN THE AMOUNT OF $14,000.00** be approved. It was explained to the Council that the City had contributed to the Chamber for over 60 years. The purpose was to support and promote local businesses. The Chamber had championed the Pekin roads through the Transportation Committee efforts. The Chamber recently had stepped up to help with tourism related issues. They had offered to maintain EnjoyPekin website. The Chamber had been a key advocate with the City in issues at the federal level such as the prison. Council Members, Luft, Orrick, Ritchason, Abel and Mayor McCabe spoke in support of the contribution:

- Recommended in the Efficiency Study for partnership on tourism and economic development.
- Needed more than ever with the absence of an Economic Development and Tourism Director.
- Good opportunity for redirection and restructuring within the City.

On roll call vote all present voted Aye.

ORDINANCE NO. 1462-A348-16/17
AMENDING TITLE 8, CHAPTER 4, SECTION 1.D
OF THE CODE OF THE CITY OF PEKIN 1995
RECARDING NO PARKING SCHEDULE
S. 10TH STREET PARK AVENUE TO WINTER STREET

Motion by Council Member Luft, seconded by Council Member Ritchason that Ordinance No. 1462-A348-16/17 be adopted. TSC Chairman Kurt Nelson presented the recommendation of the Traffic Safety Committee to restrict parking on the east side of South 10th Street between Park Avenue and Winter Street. Fire Chief Nelson explained impact to the least driveways was taken into consideration. Council Members Ritchason and Orrick spoke in support of the restriction. Council Member Golden questioned how many residents were interviewed and that one person requested the change. The Chief explained it was a safety issue of concern for some time due to traffic congestion on the narrow street with vehicles having to back up at times when meeting another in the roadway. Council Member Golden stated he did not know much about the issue presented and was going to abstain in voting. There was a far less safe condition of a lane change that he had previously brought forward at 14th and Derby Streets and would like to see it addressed first. On roll call vote; Ayes, Orrick, Luft, Abel, Ritchason, and McCabe; Abstain, Golden. Motion Carried

Motion by Council Member Orrick, seconded by Council Member Abel that the **BID FOR THE ANNUAL STREET MAINTENANCE SEAL COATING PROJECT 16-00000-01-GM be approved.** City Engineer Michael Guerra request that Council approve the only bid for the project and award the Contract to R.A. Cullinan Inc. the amount of $70,180.94for the project described as Sheridan Redwood from Redwood Drive east to City limits, 5th Street from approximately the houses to Veterans Drive, and Audubon Drive from

Court Street to City limits. He told the Council this year's project included partnering with the Park District project of Red Bud Drive and Dragon Drive for joint coordination of bidding. PCI ratings near 60 made the road ideal candidates for seal coating to help slow deterioration and extend the life of the roads. Council Member Orrick noted some of the Streets were not constructed by the City but came under annexations. He questioned if in the future when brought in they be required to bring to City standards. There was the opinion that would be accomplished in an annexation agreement but Attorney Dancey was skeptical that a special assessment could be placed on nonresidents' property on a partial road such as Audubon. Council Member Abel noted just a few years ago the City was spending 10 times as much for road repair. Council Member Golden questioned the costs of the Park District's seal coating and when he would see an agreement between the City and Park. He was informed the Park District was invoiced for their share. The questioned was asked regarding impact if denied and discussion followed on reallocation of approve MFT funding. Council Member stated he was still waiting on the street maintenance plan talked about over three years ago and was finding it hard to approve based on the criteria used in determining project streets. He would not support. Council Member Luft asked Mr. Guerra to speak on other area townships repair methods. While on the subject of Audubon Drive Council Member Luft asked that a City limit sign be placed at the boundary of the Drive. On roll call vote; Ayes, Orrick, Luft, Abel, Ritchason, and McCabe; Nay, Golden. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Robert Bramham, John McNish, Ann Witzig, Tyler Tucker, Steve Moore presented questions to the Council. Staff Members were given the opportunity to address the Council.

Council Member Abel was told that the discussion with property developer/owners bring the private road, Sara Lane, to City standards fell through. He was also told that the work off Broadway across from the entrance to Country Club Estate was outside the City but appeared to be construction of a dam. Council Member Golden regarding the lack of sidewalks and curbs at Edison and CB Smith Schools that Mr. Tucker had questioned, noted that schools were identified in the 1992 Transition Plan. He commented that those schools should be identified in the new Plan as a high priority. Council Member Golden noted the shoulder at Veterans Drive and Griffin was completely falling apart. He questioned the plan for maintaining Veterans Drive and was told the Street Department would be instructed to address the shoulder of Veterans Drive. He noted items that had been requested and not received: Letter of Findings on the North Pekin Agreement and Billings from the Corporation Counsel for North Pekin matter. He commented that it was a two way street if the Mayor asked that the public not to criticize than the Council should be admonished for using the term demeaning to cheerleaders in calling the public Golden's cheerleaders. Council Member Luft thanked Mr. Moore for his positive remarks. He asked that the IT issues of the airing of the Council meetings be addressed. Expressed his concern regarding what was being installed as ADA ramps. He shared that it was an honor to attend the memorial for Jan Donahue at James Field, a women that had done a lot of work for the community. He said he was still receiving a lot of concerns on the video gaming matter and questioned if establishments were going to be limited. Council Member Luft agreed with Mr. Tucker's concerns of 4 drop-offs at Edison School and the safety issue it presents on 14th Street. He asked that it be reviewed by the Traffic Safety Committee. He expressed the need for the Council to get on track and start addressing the City's policies. Council Member Orrick thanked the department heads for attending the meeting. He noted the one department head does not and said it would be helpful if he did because the complaints received are for operational matters. Council Member Orrick echoed the importance of the United Way fundraising drive for the community. On the matter of the audio visual, Council Member Orrick made a motion for the next Agenda to start an A/V project with use of the Impound Ordinance fund. He was told that it was already on the agenda. Mayor McCabe spoke to the question of naming Veteran's Drive in honor of a Veteran. He publicly thanked the Police Chief and Fire Chief for hosting a special birthday party for a boy on Sunday. Mayor McCabe advised the Council on the status of discussions that had been before the Liquor Commission on the video gaming matter.

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 7:15 P.M.

Sue E. McMillan
City Clerk

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
February 12, 2014; 4:00 pm

Attending: Libby Holbrook, Roy Davis, Perry Martin, Leia Stewart and Pamela Anderson

I. Welcome and introductions
II. Approval of minutes (no quorum)
III. Old business
   A. 2014 ADA sidewalk project - idea concerning moving forward with ADA corners – if fixing one corner fix all four
   B. Public Speaking review Kiwanis September 16th, 2014 – good turn out; Head of Kiwanis district – spinal cord research focus of Kiwanis;
   C. City of Pekin Sabella St. ADA Sidewalk improvement – completed; Perry is very happy about this improvement ☺
   D. Community Conversation feedback (Mike attended this and not present at this meeting to discuss)
IV. New business
   A. Pekin High School Wellness Day April 23, 2015 Perry and Libby; Leia afternoon – 2nd week of March 12th at 4pm meet to discuss what will be doing
   B. City of Pekin CDBG 5 year Consolidated plan presentation and discussion
   C. Bridges Out of Poverty – this is interwoven within the 5 year plan

V. Correspondence / around the table / public comments
VI. Adjourn

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
March 10, 2016; 4:00 pm

Attending –

Committee members: Libby Holbrook, Roy Davis, Neil Johnson, Leia Stewart

Other: Brett Olson, Ty Whitford, Joe Alexander (City Link), Mike Guerra, Lynne Johnson & Pamela Anderson

I. Welcome and introductions

II. Approval of minutes - no quorum

A. 2014 - September

B. 2015 – February, June and August

C. 2016 - January

III. Old business

A. Wellness Day at Pekin Community High School – reviewed the upcoming event on 4/29/16

B. Bridges out of Poverty – distribution of flyer for upcoming Day 1 workshop on April 25, 2016

IV. New business

A. CityLink – Ty Whitford & CityLink –

i. Ridership is increasing every year. Bus size has increased from 35' to 40'. Para-transit bus is available. Route changes are evolving from where people are getting on the bus. 2-3 bus shelters have been installed throughout the City of Pekin.

ii. Lack of State of IL budget is having an impact on public transportation / City Link services. The current intergovernmental agreement continues to rolls over until a State of IL budget is in place. Until then, City staff is waiting to present to City Council.

iii. Discussion of City Link bus route being changed on 14th street. The new bus route makes it difficult for a person with vision impairment to ride the bus. City staff and CityLink staff will follow up with Committee member to discuss and resolve.

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
March 10, 2016; 4:00 pm

B. City of Pekin ADA Transition plan – Mike Guerra & Brett Olson
   i. Last updated in 1996, currently updating plan.
   ii. City of Pekin intersections have been inventoried (B. Olson) and discussed moving forward with this Committees input/assistance

V. Correspondence / around the table / public comments

VI. Adjourn

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
May 12, 2016; 4:00 pm

Attending: Committee members - Roy Davis, Perry Martin & Ray Gordon
City of Pekin staff – Brett Olson, Mike Guerra, Ty Whitford & Pamela Anderson
Other guests – Joe Alexander (CityLink) and Nick Maggioncalda (Tazewell County Health Department)

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
May 12, 2016; 4:00 pm

I. Welcome and introductions

II. Approval of minutes (no quorum)

A. 2014 - September

B. 2015 – February, June and August

C. 2016 – January, March

III. Old business

A. Wellness Day at Pekin Community High School – 6th annual event for this City of Pekin Committee; along with several other local/regional organizations, to share disability awareness with almost 1,400 Pekin Community High School students; Life Goes On was our theme again this year; special thank you to Committee member P. Martin for coordinating with Brendan Quinn from Bloomington to attend/participate with us at this event. Committee members participating – Libby Holbrook, Leia Stewart and Perry Martin – thank you!

B. Bridges out of Poverty – 28 attendees at the April 25th Day 1 workshop; future meeting – ism's video repeat

C. City of Pekin ADA Transition plan – Mike Guerra & Brett Olson provided information to this point and moving forward

D. CityLink follow up needed; P. Anderson will attend Traffic Safety Committee to discuss signage and enforcement efforts for no turn on red for 14th and Broadway intersection

IV. New business

A. Open discussion on moving forward for the current fiscal year (May 1, 2016 to April 30, 2017)

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
May 12, 2016; 4:00 pm

V. Correspondence / around the table / public comments

A. N. Maggioncalda from the Tazewell County Health Department shared with the group that May is Functional needs disability month. During the month of May the Illinois Department of Public Health will observe functional needs preparedness.

The Office of Preparedness and Response (OPR) is committed to providing preparedness awareness to IDPH employees, all of their partners, and the public.
Being prepared for disasters and emergencies is vital for all individuals, but it is event more critical for people with functional needs. Support health and safety for yourself and others by following the emergency preparedness recommendations in the presentation from OPR. His e-mail will be forwarded to group.

VI. Adjourn

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
June 11, 2015; 4:00 pm

Attending: Perry Martin, Leia Stewart, Pamela Anderson
Guests: Mayor John McCabe and Nick Maggioncalda (TCHD)

I. Welcome and introductions

II. Approval of minutes (no quorum, minutes not approved)

III. Old business

A. Community Conversation feedback – Mike not present, not applicable

B. Re-cap of Pekin High School Wellness Day April 23, 2015 – event went well; glad to have participated

IV. New business

A. Tazewell County Health Department / Nick Maggioncalda – provided overview of Emergency Management/Preparedness and plans to work with this committee in the future to include people with functional needs and disabilities within the main "cycle" of planning

V. Correspondence / around the table / public comments

VI. Adjourn

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
August 13, 2015; 4:00 pm

Attending: Libby Holbrook, Mike Williamson, Leia Stewart, Roy Davis & Pamela Anderson

I. Welcome and introductions

II. Approval of minutes (no quorum)

III. Old business

IV. New business

A. Introductory conversation on Intersections of Poverty and the 'Isms' video and exercise

V. Correspondence / around the table / public comments

VI. Adjourn

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
September 11th, 2014; 4:00 pm

I. Welcome and introductions

II. Approval of minutes 1st J. Kolzow; 2nd L. Holbrook; aye all

III. Old business

A. Update on 2014 ADA sidewalk project – continues to move forward

B. City Link update – Ty Whitford provided an update on Pekin public transportation:

1. February 2014 need for changes with the buses being timely with the connections (Social Security office, timing with UAW, changes with route with damage from the tornado);
2. Library public meeting- overall ridership has increased 3X overall within the community;
3. Schnucks no longer stopped/UAW stop at bottom of the hill;
4. Request to City Link for upcoming contact with the City - approximately $160,000 City funds (last fiscal year $130,000); 1 more additional bus, 1 more hour and Saturday service;
5. Shelters – new shelter at court street; Kroger, UAW (bottom of hill) (need benches in shelters)

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
September 11th, 2014; 4:00 pm

C. Public Speaking (continued discussion) Kiwanis September 16th, 2014; Perry Martin & James Kolzow will present; need to put together a PowerPoint; talking points: involvement with Committee, accomplishments, future plans, a day in the life (experiences), how you can help

D. City of Peoria ADA Committee meeting continue working with Dave Watkins; focus on sharing prioritization process with Peoria, accomplishments in narrative form

IV. New business

V. Correspondence / around the table

VI. Adjourn

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
January 14, 2016; 4:00 pm

Attending: Libby Holbrook, Roy Davis, Perry Martin, Neil Johnson, Pamela Anderson and Lynne Johnson

I. Welcome and introductions

II. Approval of minutes- no quorum (4/9)

   A. 2014 - September
   B. 2015 – February, June and August

III. Old business

IV. New business

   A. Wellness Day at Pekin Community High School – move forward with planning for event

V. Correspondence / around the table / public comments

   A. L. Holbrook provided an update on collaboration with TCRC and Pekin Speakeasy
   B. N. Johnson recognized the value of the caretakers for people with disabilities
   C. P. Martin inquired about viable transportation options within Pekin and to Peoria

VI. Adjourn

WHEREAS, the city of Pekin, Illinois is committed to ensuring the safety and security of all those living in and visiting Pekin; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and

WHEREAS, three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, all smoke alarms should be replaced at least once every ten years; and

WHEREAS, Pekin's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Pekin's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

NOW, THEREFORE, BE IT RESOLVED that I, JOHN MCCABE, Mayor of the City of Pekin, Illinois, do hereby proclaim Sunday, October 9th thru Saturday, October 15th, 2016, to be

"FIRE PREVENTION WEEK"

in the City of Pekin, Tazewell County, Illinois.

ADOPTED, this 10th day of October, in the Year of Our Lord, Two thousand and Sixteen.

_____

JOHN MCCABE
Mayor

ATTEST:

_____

SUE E. McMILLAN
City Clerk

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING -
CENTRAL BUSINESS DISTRICT FUND

FINANCIAL STATEMENTS

APRIL 30, 2016

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

YEAR ENDED APRIL 30, 2016

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WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

INDEPENDENT AUDITOR'S REPORT

To the City Council
City of Pekin, Illinois

Report on the Financial Statements
We have audited the accompanying financial statements of the Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2016, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of April 30, 2016 and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Tax Increment Financing-Central Business District Fund and do not purport and do not, present fairly the financial position of the City of Pekin, Illinois as of April 30, 2016, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Willock Warning & Co, PC

Willock Warning & Co., PC
Pekin, Illinois
September 16, 2016

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

BALANCE SHEET

APRIL 30, 2016

ASSETS

Current assets:	
Cash	$ 3,340,532
Noncurrent assets:	
Economic development loans receivable	102,106
Total assets	$ 3,442,638

FUND BALANCE

Fund balance:	
Restricted for noncurrent loans receivable	$ 102,106
Restricted for project development	3,340,532
Total fund balance	$ 3,442,638

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

YEAR ENDED APRIL 30, 2016

Revenues:	
Real estate tax increments	$ 499,336
Investment earnings	5,905
Total revenues	505,241
Expenditures:	
Administration	4,181
Redevelopment:	
Redevelopment grants	884,525
Property improvements and maintenance	87,888
Loans forgiven	46,842
Total expenditures	1,023,436
Deficiency of revenues over expenditures	(518,195)
Fund balance, beginning of year	3,960,833
Fund balance, end of year	$ 3,442,638

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2016

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

a) Reporting Entity

The Tax Increment Financing-Central Business District Fund (the TIF-CBD Fund) is a separate fund of the City of Pekin, Illinois. It is included in the governmental activities in the Statement of Net Assets and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the TIF-CBD Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

The City of Pekin established the TIF-CBD Fund by Ordinances dated November 11, 1986 pursuant to the Illinois Tax Allocation Redevelopment Act. The purpose of the fund is to account for resources and expenditures arising in connection with redevelopment of a certain designated project area pursuant to a plan for redevelopment. The Fund was due to expire in 2009. In 2005 the State of Illinois, through the legislative process, extended the real estate tax exemption to the year 2021. On June 28, 2004 the City of Pekin passed an ordinance extending the sales tax provisions through the year 2013. Those sales tax provisions have expired and no additional extensions for sales tax revenue have been made.

b) Basis of Accounting

The modified accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when received in cash unless susceptible to accrual or of a material amount and not received at the normal time of receipts, is followed.

NOTE 2 - REDEVELOPMENT LOAN/GRANT PROGRAMS

During fiscal year 2011 the City began a redevelopment loan program for buildings located within the TIF/CBD boundaries. The program involves matching loans for viable commercial retail use on first and upper story floors. Principal and interest payments are forgiven if the property owner meets certain requirements related to upkeep and maintenance of the property.

The City also began a building façade and interior revitalization grant program whereby property owners may receive a grant to fund a portion of the costs of improvements to a building. The property must be located within the TIF/CBD boundaries.

The following activities took place involving the loan and grant programs during fiscal year 2016:
Loan program:

Loan Balances 4/30/16	Loans Made in FY 16	Partial Loan Forgiveness in FY 16	Loan Balances 4/30/16
$ 127,393	$ 21,555	$ (46,842)	$ 102,106

NOTE 2 - **continued**

Grant program:

Redevelopment grants made in FY16	$ 880,000
Façade grants made in FY16	4,525
Total	$ 884,525

WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE

We have audited the financial statements of the City of Pekin, Illinois for the year ended April 30, 2016, and have issued our report thereon dated September 16, 2016.

We have also audited the City of Pekin's compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project. The management of the City of Pekin, Illinois is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on compliance with those requirements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the City of Pekin, Illinois' compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the City of Pekin, Illinois complied, in all material respects, with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project.

Willock Warning + Co, PC

WILLOCK WARNING & CO., P.C.
September 16, 2016

CITY OF PEKIN, ILLINOIS

SOLID WASTE FUND

FINANCIAL STATEMENTS

APRIL 30, 2016

CITY OF PEKIN, ILLINOIS
SOLID WASTE FUND FINANCIAL STATEMENTS
APRIL 30, 2016

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WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and City Council
City of Pekin, Illinois

Report on the Financial Statements
We have audited the accompanying financial statements of the Solid Waste Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2016, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Solid Waste Fund of the City of Pekin, Illinois as of April 30, 2016 and the changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Information

The schedule reported as Other Information in the table of contents has been subjected to the auditing procedures applied in the audit of the basic financial statements of the Solid Waste Fund and is presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Solid Waste Fund of the City of Pekin, Illinois and do not purport and do not, present fairly the financial position of the City of Pekin, Illinois as of April 30, 2016, and change changes in its financial position and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

The schedule reported as Statistical Information in the table of contents has not been subjected to the auditing procedures applied in the audit of the financial statements of the Solid Waste Fund and, accordingly, we do not express an opinion or provide any assurance on it.

Willock Warning & Co, PC

Willock Warning & Co., P.C.
Pekin, Illinois
September 16, 2016

STATEMENT 1

CITY OF PEKIN, ILLINOIS
SOLID WASTE FUND
STATEMENT OF NET POSITION
APRIL 30, 2016

ASSETS	
Current assets:	
Accounts receivable	$ 62,585
Capital assets:	
Machinery and equipment	93,027
Vehicles	1,633,361
Less accumulated depreciation	(1,057,386)
Total capital assets	669,002
Total assets	$ 731,587
LIABILITIES	
Current liabilities:	
Cash overdraft	$ 1,210,491
Accounts payable	30,301
Accrued wages	13,279
Total current liabilities	1,254,071
NET POSITION	
Net investment in capital assets	669,002
Unrestricted	(1,191,486)
Total net position	$ (522,484)

The notes to the financial statements are an integral part of this statement.

STATEMENT 2

CITY OF PEKIN, ILLINOIS
SOLID WASTE FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND POSITION
YEAR ENDED APRIL 30, 2016

OPERATING REVENUES:	
Collection fees	$ 1,668,262
Fees for extra and special pickups	7,270
Sale of garbage totes	40,505
Intergovernmental grant	69,090
Licenses	2,660
Recyclling fees collected	1,299
Other	6,784
Total operating revenues	1,795,870
OPERATING EXPENSES:	
Wages and payroll taxes	840,660
Employee benefits	211,867
Insurance	94,306
Vehicle expenses	393,625
Maintenance and repairs	44,341
Utilities	4,692
Disposal fees	616,282
Supplies	6,169
Other administrative expenses	18,665
Contractual services	16,799
Depreciation	110,431
Total operating expenses	2,357,837
Operating loss	(561,967)
NONOPERATING INCOME (EXPENSES):	
Transfers from General Fund	320,962
Transfers to General Fund-administrative costs	(177,105)
Net nonoperating income	143,857
Change in net position	(418,110)
Net position, beginning of year	(104,374)
Net position, end of year	$ (522,484)

The notes to the financial statements are an integral part of this statement.

STATEMENT 3

CITY OF PEKIN, ILLINOIS
SOLID WASTE FUND
STATEMENT OF CASH FLOWS
YEAR ENDED APRIL 30, 2016

Cash flows from operating activities:	
Receipts for services and fees	$ 1,807,824
Payments to vendors and suppliers	(1,007,564)
Payments for employees and benefits	(1,072,495)
Net cash used by operating activities	(272,235)
Cash flows from noncapital financing activities:	
Net transfers from General Fund	143,857
Cash flows from capital activities:	
Purchase of capital assets	(186,615)
Net decrease in cash	(314,993)
Cash balance, beginning of year	(895,498)
Cash balance, end of year	$ (1,210,491)
Reconciliation of operating loss to net cash used by operating activities:	
Operating loss	$ (561,967)
Adjustments to reconcile operating loss to net cash used by operating activities:	
Depreciation	110,431
Decrease in accounts receivable	11,954
Decrease in due from other fund	193,642
Decrease in accounts payable	(6,327)
Decrease in accrued wages	(19,968)
Net cash used by operating activities	$ (272,235)

The notes to the financial statements are an integral part of this statement.

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

The Solid Waste Fund is a separate accounting fund within the City of Pekin's fund accounting system which is designed to account for and report upon specific activities or certain objectives. It is included in the business-type activities in the Statement of Net Position and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the Solid Waste Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

The fund is an Enterprise Fund and, accordingly, employs the accrual basis of accounting wherein revenues are recognized in the period in which they are earned and expenses are recognized in the period in which they are incurred. Enterprise funds are generally used when fees are charged to external users for services and those fees are designed to recover the cost of providing services (including capital costs such as depreciation or debt service). Prior to May 1, 2014, solid waste collection costs were reported as a department of the City's General Fund. On April 14, 2014, the City Council passed Ordinance No. 2698-13/14, which established a fee, beginning May 1, 2014, for the collection of residential solid waste, yard waste, and recycling materials.

Capital assets used in the operations of the solid waste system are stated at cost. Depreciation expense is recorded as a charge against income and is computed using the straight-line method based upon the estimated useful lives of the capital assets, generally 10 years.

NOTE 2 - SOLID WASTE FEES

Pursuant to Section 5-2A-2 of Ordinance 2698-13/14, the solid waste fee was established to cover the cost of collection and disposal of residential household garbage, yard waste and recycling materials.

The current monthly fee to each customer is $12.

The ordinance calls for costs to be reviewed periodically and to adjust the fee as necessary.

NOTE 3 - TRANSFERS

Transfers from General Fund - The Solid Waste Fund has incurred a net cash flow deficit since its inception. The transfers from the General Fund to the Solid Waste Fund in the amount of $320,962 for fiscal year 2016 is a partial reduction of the cash flow deficit.

Transfers to General Fund - The City allocates a portion of its administrative expenses to reflect additional costs of solid waste collection operations. For fiscal year 2016 those estimated costs were $177,105.

OTHER INFORMATION

SCHEDULE 1

CITY OF PEKIN, ILLINOIS
SOLID WASTE FUND
DEPARTMENTAL OPERATING EXPENSES
YEAR ENDED APRIL 30, 2016

OPERATING EXPENSES:	HOUSEHOLD WASTE	YARD WASTE	RECYCLING	TOTAL
Wages and payroll taxes	$ 533,280	$ 147,323	$ 160,057	$ 840,660
Employee benefits	125,243	41,973	44,651	211,867
Insurance	65,954	14,176	14,176	94,306
Vehicle expenses	296,159	38,044	59,422	393,625
Maintenance and repairs	40,385	500	3,456	44,341
Utilities	4,271	-	421	4,692
Disposal fees	493,792	78,516	43,974	616,282
Supplies	5,544	118	507	6,169
Other administrative expenses	17,748	518	399	18,665
Contractual services	15,938	344	517	16,799
Depreciation	97,631	4,000	8,800	110,431
Total operating expenses	$ 1,695,945	$ 325,512	$ 336,380	$ 2,357,837

The notes to the financial statements are an integral part of this statement.

STATISTICAL INFORMATION

SCHEDULE 2

CITY OF PEKIN
SOLID WASTE FUND
OPERATING EXPENSES AND CAPITAL EXPENDITURES BY DEPARTMENT
FOR THE FISCAL YEARS ENDED APRIL 30, 2008 - 2016

FISCAL YEAR ENDED APRIL 30,	HOUSEHOLD WASTE	YARD WASTE	RECYCLING	TOTAL OPERATING EXPENSES	CAPITAL EXPENDITURES
2016	$ 1,598,314	$ 321,512	$ 327,580	$ 2,247,406	$ 186,615
2015	1,318,425	297,411	301,076	1,916,912	-
2014	1,281,259	271,607	337,241	1,890,107	25,404
2013	1,184,755	290,979	256,068	1,731,802	431,562
2012	1,196,640	386,566	296,469	1,879,675	194,369
2011	1,027,637	377,309	409,431	1,814,377	27,362
2010	1,209,694	320,799	381,161	1,911,654	-
2009	1,101,549	372,310	395,553	1,869,412	303,220
2008	994,170	365,158	355,293	1,714,621	52,642

Total operating expenses excludes depreciation charges.

This schedule is unaudited-see the accountant's report regarding this information.

CITY OF PEKIN, ILLINOIS

PEKIN PUBLIC LIBRARY FUND

FINANCIAL STATEMENTS

APRIL 30, 2016

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND FINANCIAL STATEMENTS
YEAR ENDED APRIL 30, 2016

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WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of Pekin Public Library
and To the Honorable Mayor and City Council
City of Pekin, Illinois

Report on the Financial Statements
We have audited the accompanying financial statements of the Pekin Public Library Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2016, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Pekin Public Library Fund as of April 30, 2016 and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Pekin Public Library Fund and do not purport and do not, present fairly the financial position of the City of Pekin, Illinois as of April 30, 2016, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Willock Warning & Co, PC

Willock Warning & Co., PC
Pekin, Illinois
September 29, 2016

CITY OF PEKIN, ILLINOIS

PEKIN PUBLIC LIBRARY FUND

BALANCE SHEET

APRIL 30, 2016

ASSETS	
Current assets:	
Cash and cash equivalents:	
Operating	$ 11,451
Endowment	203,591
Capital development	757,783
Receivable-property taxes	1,044,140
Receivable-grants	27,165
Total current assets	2,044,130
Fixed assets:	
Land	164,640
Building and improvements	8,917,381
Furniture, fixtures, and equipment	907,985
Books	2,321,765
Total, at cost	12,311,771
Less accumulated depreciation	(3,579,597)
Total fixed assets	8,732,174
Total assets	$ 10,776,304
LIABILITIES AND FUND BALANCE	
Current liabilities:	
Accounts payable	$ 168
Accrued wages	11,271
Deferred tax revenue	1,044,140
Due to other fund	3,347
Total current liabilities	1,058,926
Fund balance:	
Restricted	9,717,378
Total liabilities and fund balance	$ 10,776,304

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

PEKIN PUBLIC LIBRARY FUND

STATEMENT OF REVENUES AND EXPENSES

YEAR ENDED APRIL 30, 2016

Operating revenues:	
Real estate taxes	$ 1,021,724
Replacement taxes	103,410
State per capita grant	26,281
Other grants	11,782
Charges for services, fees, etc.	42,750
Other	8,541
Total operating revenues	1,214,488
Operating expenses:	
Salaries	591,971
Payroll taxes	124,498
Group health insurance	93,202
Workers' compensation insurance	3,819
Books, periodicals, cassettes, etc.	124,829
Circulation system	23,100
ISP costs	2,541
Equipment rental, supplies, postage	38,852
Program costs	26,738
Repairs, maintenance, and property management	54,795
Utilities	42,614
Telephone	3,663
Insurance	12,971
Dues and subscriptions	1,874
Travel and conferences	10,738
Outside services	5,478
Computer costs	54,891
Equipment purchases	4,003
Miscellaneous	2,530
Total operating expenses	1,223,107
Deficiency of operating revenues over operating expenses	(8,619)

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

PEKIN PUBLIC LIBRARY FUND

STATEMENT OF REVENUES AND EXPENSES

YEAR ENDED APRIL 30, 2016

Other revenues (expenses):	
Investment earnings-operations	7,232
Investment earnings-endowments	815
Investment earnings-capital development	2,200
Gifts and memorials	33,237
Capital development expenditures	(3,356,010)
Deficiency of other revenues over other expenses	(3,312,526)
Deficiency of operating and other revenues over operating and other expenses	(3,321,145)
Other adjustments:	
Add capitalization of capital development expenditures	3,356,010
Add capitalization of books	90,087
Less depreciation of fixed assets	(259,220)
Total other adjustments	3,186,877
Net change in fund balance	$ (134,268)

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

PEKIN PUBLIC LIBRARY FUND

STATEMENT OF CHANGES IN FUND BALANCE

YEAR ENDED APRIL 30, 2016

Fund balance, beginning of year	$ 9,851,646
Net deficiency of operating and other revenues over operating and other expenses and other adjustments	(134,268)
Fund balance, end of year	$ 9,717,378

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

PEKIN PUBLIC LIBRARY FUND

STATEMENT OF REVENUES AND EXPENDITURES-BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2016

	Budget	Actual	Variance Over (Under)
Operation revenues:			
Real estate taxes	$ 1,022,530	$ 1,021,724	$ (806)
Replacement taxes	111,200	103,410	(7,790)
State per capita grant	42,620	26,281	(16,339)
Other grants	1,400	11,782	10,382
Charges for services, etc.	39,200	42,750	3,550
Other	27,000	8,541	(18,459)
Total operating revenues	1,243,950	1,214,488	(29,462)
Operating expenditures:			
Salaries	583,000	591,971	8,971
Payroll taxes	115,400	124,498	9,098
Group health insurance	110,000	93,202	(16,798)
Workers compensation insurance	3,300	3,819	519
Books, periodicals, etc.	128,580	124,829	(3,751)
Circulation system	24,000	23,100	(900)
ISP costs	4,800	2,541	(2,259)
Equipment rental, supplies, and postage	39,780	38,852	(928)
Program costs	18,500	26,738	8,238
Repairs, maintenance, and property management	41,700	54,795	13,095
Utilities	59,580	42,614	(16,966)
Telephone	2,100	3,663	1,563
Insurance	13,300	12,971	(329)
Dues and subscriptions	2,200	1,874	(326)
Travel and conferences	5,700	10,738	5,038
Outside services	1,000	5,478	4,478
Computer costs	36,840	54,891	18,051
Equipment purchases	4,500	4,003	(497)
Miscellaneous	7,500	2,530	(4,970)
Grant expenditures	44,020	-	(44,020)
Total operating expenditures	1,245,800	1,223,107	(22,693)
Deficiency of operating revenues over operating expenditures	(1,850)	(8,619)	(6,769)

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

PEKIN PUBLIC LIBRARY FUND

STATEMENT OF REVENUES AND EXPENDITURES

BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2016

	Budget	Actual	Variance Over (Under)
Other revenues (expenditures):			
Investment earnings-operations	1,850	7,232	5,382
Investment earnings-endowments	900	815	(85)
Investment earnings-capital development	800	2,200	1,400
Gifts and memorials	12,000	33,237	21,237
Capital development expenditures	(800)	3,356,010	3,355,210
Purchases from gifts and endowments	(12,900)	-	(12,900)
Excess (deficiency) of other revenue over other expenditures	1,850	(3,312,526)	3,314,376
Deficiency of operating and other revenues over operating and other expenditures	$ -	$ (3,321,145)	$ (3,321,145)

The notes to the financial statements are an integral part of this statement.

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Pekin Public Library Fund is a separate fund of the City of Pekin, Illinois. It is included in the governmental activities in the Statement of Net Position and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the Library Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

Operations of the Pekin Public Library (the "Library") are governed by nine officials, appointed by the Mayor and the City of Pekin with approval of the City Council, designated as the Board of Trustees.

Basis of Presentation

For many years, the primary focus of local governmental financial statements has been summarized fund-type information on a current financial resource basis. This approach has been modified by Government Accounting Standards Board (GASB) Statement No. 34 and the City of Pekin's financial statements present two kinds of statements, each with a different view of the City's finances. These changes affect the Pekin Public Library's financial statement in several ways:

1. The balance sheet of the Library no longer reports fixed assets as a separate account group apart from the operating assets;

2. Books purchased within the past ten years have been capitalized and added to the fixed assets. Library books are considered to have a useful life of greater than one year and, therefore, are subject to annual depreciation charges;

3. Accumulated depreciation on previous years' fixed assets has been calculated and recorded on the balance sheet.

4. The Statement of Revenues and Expenses (Statement 2) includes the current year charge for depreciation of fixed assets.

Basis of Accounting

The accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when earned regardless of the timing of related cash flows, is followed.

NOTE 1 - continued

Cash and Cash Equivalents
Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Fixed Assets
Fixed assets include land, building and improvements, equipment, and books with an initial useful life of one year or greater. Assets are recorded at historical cost. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

Depreciation has been provided using the straight-line method over the estimated useful lives of the respective assets. The estimated useful lives for each fixed asset type are as follows:

Building and improvements	50 years
Furniture, fixtures and equipment	20 years
Books	10 years

Budget
The City of Pekin's annual budget and appropriations ordinances cover all funds of the City, including the Library, and is prepared on the accrual basis. Therefore, the statement of revenues and expenditures-budget and actual has been prepared on a basis consistent with and comparable to the legally adopted budget.

NOTE 2 - PROPERTY TAXES
Property tax revenues are recorded on the "deferred method". Because of the extraordinarily long period of time between the levy date and the receipt of tax distributions from the Tazewell County Treasurer, the property taxes are not "available" to finance current year expenditures. The tax levy for 2015, to be collected in June and September, 2016, is shown on the balance sheet as property taxes receivable with a related credit to deferred tax revenue.

The property taxes for 2014 were collected June through September, 2015 and received by the Library in July, September, and November, 2015. These taxes have been recorded as real estate tax revenue in the financial statements.

NOTE 3 - CHANGES IN FIXED ASSETS

The following is a summary of the changes in fixed assets during the year:

	Balance 4/30/2015	Additions (Retirements)	Balance 4/30/2016
Land	$ 164,640	$ -	$ 164,640
Building and improvements	5,754,191	3,163,190	8,917,381
Furniture, fixtures and equipment	715,165	192,820	907,985
Books	2,231,679	90,086	2,321,765
Total	$ 8,865,675	$ 3,446,096	$ 12,311,771

NOTE 4 - EXPENDITURES FROM SPECIAL ACCOUNTS

During the year the following expenditures were charged to line items that were budgeted as purchases from Gifts and Endowments:

Books, cassettes, and CD's	$ 901
Program costs	3,120
Furniture and fixtures	27,686
Supplies	691
Total	$ 32,398

During the year the following expenditures were charged to line items that were budgeted from Grant expenditures:

Books, cassettes, and CD's	$ 880
Program costs	3,829
Computer costs	20,988
Salaries	14,500
Travel	1,571
Conferences	3,679
Outside services	4,983
Maintenance	1,501
Telephone	507
Total	$ 52,438

NOTE 5 - RESTRICTED FUND BALANCE

Governmental fund equity is classified as fund balance. In the governmental fund financial statements, fund balances are classified as follows:

- **Nonspendable** - Amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.
- **Restricted** - Amounts that can be spent only for specific purposes because of municipal, state or federal laws, or externally imposed conditions by grantors or creditors.
- **Committed** - Amounts that can be used only for specific purposes determined by formal action by Board ordinance or resolution.
- **Assigned** - Amounts that are designated by a committee of the Board for a particular purpose but are not spendable until there is a majority vote approved by the Board.
- **Unassigned** - All amounts not includable in other spendable classifications.

The Library's fund balance is characterized as Restricted. The Restricted Fund Balance is comprised of the following:

	Restricted Fund Balance at April 30, 2016
1. Reserve for future capital development projects. The reserve is divided into three categories and has a limit placed upon it totaling $4,600,000.	$ 757,783
2. The Library Board has created several endowment funds from the proceeds of bequests received throughout the years. None of the funds have legal restrictions or conditions imposed on their use. The Board has established certain criteria for the expenditure of the funds.	203,591
3. Remaining use of funds for library purposes	8,756,004
Total	$ 9,717,378

NOTE 6 - TRANSFER FROM GENERAL FUND/CAPITAL DEVELOPMENT EXPENDITURES

On May 12, 2014, the Pekin City Council passed Ordinance Number 2699-1415, which authorized the issuance of $5,680,000 in general obligation bonds for the purpose of financing the majority of construction costs associated with the renovation of the library facility. Upon receipt of the bond funds, the City transferred $5,743,460 to the Library. As of April 30, 2016, all of the transferred funds had been expended on the renovation project.

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 19, 2016

From: Sarah Newcomb, Human Resources Director/Interim City Manager
Dave Hess and Bob Schaich, IT Department
IT Committee
City Clerk, Sue McMillan
Chief Nelson, Fire Department
Angie Evans, Finance Department
Public Works Department: Mike Guerra, Bob Shaw, Ty Whitford
Building & Code Enforcement: Dave VanDyke, Bryan Erps, Shana Wade

AGENDA ITEM: Accela Purchase of Asset, Land and Legislative Management Modules

AGENDA DATE REQUESTED: October 10, 2016

ACTION REQUESTED: Approve agreement with Accela and Sidwell

DESCRIPTION: The City of Pekin staff members have been reviewing software solutions for more than 4 years for the building, planning and enforcement departments as well as asset management, work order management and more recently audio/visual solutions and legislative management. Attached you will find summaries from numerous meetings and specifically a visit with the City of Danville, which recently implemented the Accela Land Management program. You will also find a white paper from Dave Hess, System Administrator for the City of Pekin IT Department. This proposal has also been vetted by the IT committee, which consists of seven members of City staff from five different departments. Demos have been shown at several staff meetings as well. At this point every department head and all members of the Planning and Building/Code Enforcement Department agree with the proposal for the purchase of the Accela Land Management and Legislative modules as soon as possible. We have attached a memo and the white paper as well as the contracts for Accela and Sidwell. Sidwell will act as a third party facilitator for the land management migration of information from the current program to Accela.

FINANCIAL IMPACT: $113,897.00 dollars that were budgeted in FY16-17 for this purpose.

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: Allows City employees to begin the business process study and work flow processes with Accela within the next few weeks. This will allow many departments the slower winter months to begin implementation and testing for full/live runs with the spring construction season and allow for the FY17-18 budget year to have complete data integration and information in one system. The IT staff will begin working with the Accela team for the improvements to the Council Chambers for meeting streaming and the City Clerk will begin working with Accela for the archiving of prior council meeting information.

IMPACT IF DENIED: The City will continue to look for software solutions and risks having no capability to retrieve historical data or enter new data due to software no longer being supported.

ALTERNATIVES: The City continues running with the systems in place now with the understanding that there is limited output and the land management software currently in use is no longer supported.

RELATED TO EFFICIENCY STUDY: Recommended best practice under the Information Technology Section as part of the in depth look at the City's IT programs and future plans.

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

10/5/16

10/5/16

Pamela Anderson 10/5/16

Robert Schaid 10/5/16

10/5/16

Brett Olson 10/5/16

Dan Neuf 10/5/16

Dave Dye 10-5-16

Linda Ritchason 10-5-16

Paula Gerdel 10/5/16

Sue McMillan 10/5/16

Shana L. Wade 10/5/16

Dir Eyre 10/5/16

10/5/16

Melanie Weaver 10/5/16

Bob Shaw 10-6-16

Date:

Finance Department (Certification of Availability of Funds):

Date: 9-26-16 Angela Evans

City Manager:

Date: September 26, 2016

City of Pekin

Accela Software Purchase Recommendation

1. **White paper from David Hess**
2. **Danville visit summary**
3. **Recommendation of Interim City Manager and Staff Members**
4. **Fire Chief Recommendation**

1. White Paper by David Hess

I. Introduction

PTWin software is a Windows-based application initially introduced by Black Bear Systems Inc. to assist local government with permitting, business licensing and code enforcement. In December 2010, Black Bear went bankrupt, liquidating assets and stopping all business activities. At the time of Black Bear's bankruptcy, more than 1000 customers depended on PTWin to manage essential agency functions and processes. Today that number is smaller with many jurisdictions converting their data and switching to modern, manufacturer-supported software applications. However, for those jurisdictions that continue to depend on PTWin, there are several notable implications to consider when assessing future software decisions. This white paper provides information for existing PTWin users regarding implications associated with the continued use of this unsupported software application.

II. Corruption

Black Bear built PTWin in the mid-90s on a 32 bit application running a Paradox database backend with a 4GB file size limit. At the time, 4GB seemed ample for most standard business applications, but has since proven to be insufficient. This is the case for many jurisdictions still using PTW whose years of permitting, code enforcement and licensing data have reached or exceeded 4GB. As the result of exceeding file size limits, existing PTWin users will experience progressively worsening issues with file corruption. The resulting corruptions are unpredictable and can range from data loss to a full system crash, but once the limit has been reached corruption will get progressively worse and difficult to manage over time. It is imperative that agencies using PTWin establish and maintain backup and recovery plan and protocols to safeguard PTWin data and system files in the event of data loss or system crash.

III. No Manufacturer Support

There is no manufacturer support for the PTWin software product or for its users due to the decommissioning of Black Bear in 2010. From a product development standpoint, this means that there will be no new versions or improvements to the software. This presents a host of problems in terms of compatibility issues with newer software and computer systems. In addition, the availability of newer and better technology puts PTWin users and the public they serve at a disadvantage compared to users of newer software who are able to take advantage of standard tools available with modern technology. From a user support perspective, current PTWin users have no manufacturer help resources other than original documentation provided by Black Bear. In the event of data loss, system crash, file corruption, performance, or other issues, agencies will have to troubleshoot without the benefit of manufacturer help and recommendations. Some issues could be particularly catastrophic such as password or security problems locking users out of the system or the loss of essential system files. Given the age of the software, the number and frequency of issues will likely increase as will the need for agency resources to address those issues.

IV. Paradox Data Base

Black Bear built PTWin using an old version (4.5) of Paradox for Windows, which is a desktop based, relational, database management system released in the early 90s. Since PTWin was last updated, Paradox for Windows has progressed through 7 different versions and database technology has greatly improved. As a result, PTWin will continue to present a host of compatibility issues with modern technology including newer operating systems, drivers, browsers and complimentary applications like ad-hoc reporting tools and query engines. And given that there is no support available for PTWin users, addressing the issues and maintaining the system will be distracting and costly to agencies. Eventually, PTWin will become obsolete because it was built and designed against an older version of Paradox and with no upgrade for the PTWIN application itself.

V. XP End-of-Support

As of April 8, 2014 Microsoft no longer provides extended support for the Windows XP operating system, terminating all new manufacturer supported security updates, non-security hot fixes, assisted support options, and technical content updates. As a result, all new XP software vulnerabilities will translate into ongoing security and business risk to organizations that choose to continue using XP. In the case of XP, the risk is significant given historical trends in documented security threats to the Operating System. As of December 2013, researchers identified more than 760 vulnerabilities impacting XP, and 175 of those are considered high severity vulnerabilities. Now that the XP end-of-support date has passed, experts anticipate the rate and severity of risk to increase dramatically. Furthermore, reliable analysis suggests that hackers and malware authors have already identified new XP vulnerabilities. Large agencies with qualified IT professionals or hired consultants may be able to mitigate risks somewhat by implementing and maintaining compensating controls designed to address new vulnerabilities. Yet, even well-resourced IT departments will have to depend on non-authorized controls necessary to address newly discovered vulnerabilities. For these reasons, experts including Microsoft and other security venders recommend migrating to a supported operating system to avoid the liability and risk inherent in running an unsupported operating system. When selecting a new operating system, agencies will need to account for impacts to PTWin if choosing to continue using the software. PTWin will work best on older Windows versions with 32-bit processors. However, while this may be best for accommodating PTWin, it is not the best long-term decision for selecting a new operating system. Older 32-bit operating systems are becoming obsolete. They cannot support newer 64-bit applications and don't have the memory to accommodate the business-level data needs of most agencies. And, while PTWin may work with an older Windows version it is not guaranteed and will likely increase the issues that impact performance, lead to file corruption, virus security issues and increase the likely hood of system crash.

VI. Summary

When Black Bear introduced PTWin in 1996 it provided an effective and affordable option to help small and medium sized jurisdictions manage their permitting, business licensing and code enforcement activities. The mere fact that agencies have continued to use PTWin more than 11 years since its last major modification is a testament to the integrity of the product. However, software is not a static product or designed to endure over time and PTWin has reached the end of its useful life. Agencies that continue using PTWin will encounter a host of issues that are somewhat unpredictable and range in severity. Typically these issues get progressively worse until eventual failure of the system. At best, hired consultants or agency IT staff may be able to prolong the life PTWin, but this effort will be distracting and ultimately cost more in the long run than replacing it with new software. The worst case is complete system failure that could result in massive information and data loss. Given PTWin is at the end of its useful life, the most prudent approach is to consider and evaluate new software and replace PTWin before significant system failure occurs. Since PTWin was last updated, there have been major advances in technology that greatly simplify and streamline permitting, licensing and code enforcement activities. And, the advent of cloud technology makes getting started quick and easy and has revolutionized the scalability and security of new software applications.

2. Danville Site Visit Regarding Accela Summary

When: 5/19/2016
Where: Danville IL
What: Accela implementation Site Visit Notes from
Who: Brian Erps, Mike Guerra, Melanie Nievar, Shana Wade, Sarah Newcomb

Shana Wade, Building Inspector, arranged for the meeting between the City of Pekin and Chris Milliken on May 19, 2016 through contacts of Mike Guerra, City Engineer.

Details: We met with Chris Milliken, Dept. of Engineering & Urban Services Planning & Urban Services Manager and Samantha McCoy, Property Compliance Manager for about two and a half hours to discuss their software programs and their satisfaction level with those programs. To ensure an overall City view, we took the new employees from the Inspections Department, the Utility Billing Supervisor, the City Engineer and the HR Director/Interim City Manager.

Danville IL recently purchased the Inspections, Code Enforcement and Asset Management modules from Accela in October 2015 with a go live date of April 1, 2016. They also just purchased NewWorld for their financial software. Danville purchased Accela for $566,140 for 12 licensed users. Danville had been using PublicStuff and some in house access databases which were no longer meeting the needs of their four code enforcement officers and 3 inspectors. (Code Enforcement has been a community and financial focus of the City of Danville for the past five years).

They looked at CityView, $409,600; CityWorks $507,320; NewWorld $284,000; Tyler $922,390 and Beehive $376,000. They also factored into their decision matrix: Hosting Environment, Functionality, Overall Capability, GIS Integration, Online/Mobile Integration, Ability to Manage Workflow. Using all of those criteria they chose Accela.

They entered about 3500 code enforcement cases last year and since going live with Accela, they entered 780 cases in the month of April; basically tripling their productivity rates.

As a result of going through the process planning and workflow set up with Accela; they have changed some of their processes and also raised permit fees to a minimum of $40 (from $30) for all permits including a $40/per unit annual registration fee for rental properties. They are also now able to set up a systematic inspection of all rental properties on what will be a five year rotation.

They used Accela's "express conversion" through a third party vendor, Sidwell, to migrate some of their old data. They chose to convert 40,000 permit records (1995-present) with basic information only, no pictures or data; 405 contractor licenses; and the past 3 years' code violations. Part of the reason they chose to only migrate that information was because of database consistency and data integrity within their previous systems. They converted the data to an access data base and it was a very

smooth process using the express conversion. They very highly recommend using Sidwell as the third party vendor for installation. Additionally Chris noted that the initial Sidwell rep lives in the Chicago area and his counterpart lives in the Kansas City area; so they have been very accessible to them in Danville.
Workflow was another key factor for them. They recommend spending as much time on this and the reporting and letter producing capabilities as possible prior to going live. In working on these components, again, they reiterated the importance of the process evaluations within the organization and that they made numerous changes throughout the department as a result of taking such an in-depth look at the way the department worked on a daily basis.

Samantha stated that she "likes Accela because it has it all and you can choose not to use it if it is too much; where NewWorld was just the opposite." She said many of the NewWorld applications didn't have all of the features built-in, they were extras; but so far for them, Accela has everything they wanted and more. To her point, they have turned off some features. Chris commented that the customization is so important and they have been really cognizant of the next step: the public interface when doing the customization. By customization they mean within the boxed program; not coded customization, so it may still be held in the cloud.

Their citizen access portal is set up as search only at this point. The next phase will be to open up the portal for citizen entry of their permits and the asset management module internally.

Their Council has made a huge commitment to property maintenance. They have a vacancy rate of 15% and more than 1500 sub-standard properties, 200 city owned properties and more than 150 properties that the City maintains. They have set up a land bank.

They have 2 in-house attorneys and 2 legal secretaries. They have changed some of their ordinances to increase compliance such as adding "any responsible party" (mortgage companies, property managers etc.). They use the adjudication process with a hearing officer.

3. Final Recommendation to Council

The City has been looking at new code enforcement and planning and zoning software formally since October 14, 2013. Over the last three years, the City has looked at several programs, Tyler, BlackBear/Paladin, SmartGov, Springbrook/Accela and a few others. At that time about 25 people participated in a demonstration by Springbrook, now known as Accela. All of the public works departments, finance, hr, City Clerk, and City managers saw the demonstration. Mr. Wuellner, City Manager at the time, moved forward with the purchase of the Code Enforcement module; however he changed his mind because it was also determined that we had need for a work order management system. We have a credit with Springbrook/Accela for the Code Enforcement module.

The current program the Planning/Zoning/Code Enforcement Department uses is no longer viable; the program itself is no longer supported and it only runs on WindowsXP and even WindowsXP is no longer being supported.

For the past 3 years the City has looked at numerous programs and this past fall after sitting in on demos by Smartgov and Accela, it was collectively decided that Accela would serve the most departments in the best way meeting the most needs for not only the employees, but the Council and the citizens. The two new inspectors, City Engineer, Utility Billing Supervisor, IT System Administrator and myself all traveled to Danville to view the product in action and discuss the program with them.

There are three major factors that tipped the scale in favor of Accela: Work Orders, integration between departments with the implementation of a unified software package and a solution for the council chambers. Accela provides many modules including: Work Orders, Street & Traffic Devices, Facilities, Storm Water, Waste Water, Right of Way, Business License, Alcohol & Tobacco License, Pet License, Professional & Occupational License, Recreation License, and Education License in addition to the Citizen Access, Permits, Inspections, Planning & Zoning and Code Enforcement. Accela is a much larger suite of modules than SmartGov and serves nearly every department in the City. Work orders will be used in every department and will allow work flows from one department to the other to be monitored and tracked in one system with reporting capabilities that will also provide unified presentation abilities.

This leads to the second major factor: integration. Currently there are silos of information that do not talk to one another; using one umbrella program will allow for consistent and unified data for all departments. All information is tied together with user name, parcel information, and/or address throughout the system. In many cases there will not be a need for the employee in departments other than utility billing to set up new customers, as the majority of them will already be in the system. The modules will also allow for the electronic plan review which will greatly enhance the coordination of fire department with the planning and building inspectors. This will help decrease the need for customers to visit several departments to complete their transactions with the City. This is also a great way for liens on properties to take priority within the City's financial plan. The information would be real time and seamlessly integrates with the current financial suite we already have with Accela.

The City staff has also been tasked with finding a way to better communicate and improve the accessibility of council meeting recordings to the public. Council and Staff would also like to have a better method of producing documents for the council meetings. In that vein, we also reviewed the Legislative module for Accela. This module would provide the City with uniform documentation and workflows for council agenda. With Legislative Management minutes are also captured, there is a digital boardroom, civic streaming and civic voice and boards & commissions modules as well. The Legislative Management module not only provides streamlined agenda and minutes process, but also provides video streaming at a much more cost effective rate than the previous proposals have produced.

Recent meetings between the inspections, public works and the fire department have reiterated the need for integrated software. In conversations with the finance department there is also that need with new commercial construction and business licensing as well. This council has repeatedly asked for information that staff would love to provide; however, we do not have software to track many things. This type of software purchase is a huge undertaking for staff

members, but it also forces us to look at all of our work flows and more than likely change some of them to conform with the best practices that are built in to the software program. The integration of work processes into one system will allow for unified tracking and ultimately reporting capabilities.

Accela modules include the following solutions:

Asset Management

Maximize the lifecycle of your infrastructure investment

Accela Asset Management ensures your agency infrastructure assets are managed efficiently and effectively, while providing critical cloud-based tracking data to fulfill all legislative, regulatory, audit and reporting requirements.

Key Benefits

- **Track, rate and manage your assets** with detailed inventory and condition assessments
- **Monitor service requests from inception to completion** with smart work order management from any mobile device
- **Schedule preventative maintenance and extend life of** assets with materials management tools
- **Leverage an enterprise-wide solution** to seamlessly integrate planning, permitting, inspections, code enforcement and licensing management capabilities

Solutions

STORMWATER SYSTEMS

Track and manage assets to minimize flooding, erosion and water pollution. Learn More ›

STREETS AND TRAFFIC CONTROL DEVICES

Manage city growth and roadway maintenance projects. Learn More ›

WASTEWATER SYSTEMS

Mitigate the threat of wastewater system issues, polluted water and costly community impact. Learn More ›

WATER DISTRIBUTION SYSTEMS

Provide access to clean, safe water for your community. Learn More ›

FACILITIES

Monitor and maintain building properties, maintenance shelters and office complexes. Learn More ›

FLEET EQUIPMENT

Manage, schedule and maintain vehicles and equipment to optimize resources and control costs. Learn More ›

Land Management

Elevate the way your community builds and grows

When you are up to your eyelids in paperwork and time-intensive processes, it's tough to see anything really, let alone a light at the end of the tunnel. Accela Land Management on the Civic Platform moves your planning, permitting, inspection and code enforcement services away from land-locked, manual systems and towards easy-breezy, efficiency-obsessed cloud solutions.

Key Benefits

- **Build better communities faster** with 24-hour online access to submit, track, schedule and coordinate activities
- **Improve service delivery** with streamlined contact management, integrated calendaring, and at-a-glance reporting
- **Share and review electronic documents** across departments to ensure compliance with land use entitlements
- **Leverage mobile capabilities** to accelerate staff productivity in and out of the office

Solutions

PLANNING

Upload plans and documentation, track reviews in real-time and boost compliance with local regulations and codes. Learn More ›

PERMITTING

Shrink building permit turnaround times, move money quicker and empower citizens to track updates online. Learn More ›

INSPECTIONS

Improve inspection turn-around times, create and access reports from the field and keep citizens informed with automated notifications. Learn More ›

CODE ENFORCEMENT

Create, visualize and manage cases on the go, on the spot or on a map. Learn More ›

Legislative Management

Manage your public meetings, cut costs and connect with citizens

Easily manage your public meetings and engage your community in the process. Accela Legislative Management allows you to streamline legislative meetings, from document creation to video presentation, making it simple for you to save time and money.

Key Benefits

- **Simplify legislative meetings** and improve the flow and retention of information
- **Save time and money** by eliminating manual work and automating the entire meeting process
- **Engage staff and citizens** in the process by making public meetings efficient and available

Solutions

AGENDA AND MINUTES

Easily prepare for meetings, approve agenda items, generate documents, create meeting packets and capture minutes. Learn More ›

CIVIC STREAMING

Build trust with live and on-demand video of public meetings, when and where it's most convenient for citizens. Learn More ›

DIGITAL BOARDROOM

Display meeting content and voting results in real time with simple touch-screen design, allowing easy navigation and voting. Learn More ›

BOARDS AND COMMISSIONS

Streamline the boards and commissions appointment process by bringing board governance to the cloud. Learn More ›

CIVIC VOICE

Engage your citizens online and join the conversation they are already having about your agency, your work or projects impacting your community. Learn More ›

If the City chose SmartGov, we would still be looking at additional expenses for the work order management system and a council chambers solution; which are significant as a stand-alone programs. Accela will serve every department of the City and provide a citizen portal that is very interactive for planning & zoning and inspections. The citizen portal also provides a method for online payments for all modules. Accela is also mobile friendly; where Smartgov is only tablet capable and not all mobile device friendly. Accela will reduce the number of software programs being used and may reduce the amount of institutional knowledge lost when employees retire or leave the City, as well as aiding with efficiency, report capabilities and the continued efforts toward transparency.

We brought this item to council in January and there was one dissenting department head. All Departments are in agreement that this product will best meet the needs of the City, including the members of the Planning & Zoning and Inspections department. Nine months of progress on the implementation of a software program have already been lost as the Council wanted to wait for the efficiency study before proceeding. The efficiency study states on pages 95, 96, 97, 99, the need for the software as well as stating it as one of the recommendations from GovHR on page 109.

On page 99 the Efficiency Study states:

The City is now looking at options for a legislative system, including Accela's Legislative Management module. Such as system would automate some City Council functions, such as the development of agendas and the maintenance of the city code. Some legislative systems now support video.

The City Clerk also supports some business licensing functions and uses the Springbrook/Accela License and Permits module.

The City has considered purchasing the land management modules of Accela Springbrook and will likely revisit this. Adding these modules would give the City a way to support building permits and inspections and code enforcement activity in an integrated way.

Now, the City's Planning Division uses the PTWin product for building permits and inspections. PTWin resides on a single PC and is very obsolete. The use of PTWin requires rekeying some data into the financial system; using Accela Springbrook for permits and inspections would provide an integrated database with the financial system and so would avoid rekeying.

98

The City would also like to issue permits online versus over the counter, and Accela Springbrook would support this. The Accela modules would also provide better support for the use of mobile devices by inspectors in the field.

On page 109 of the Efficiency Study recommendations it states the following in table format:

IV. What measures should the City take?

A summary list of twenty five recommendations by the GovHR USA staff is presented below.

Best Practice Area	Recommendation
1. Identify strategic directions and develop a technology plan.	Engage in a process to develop a multi-year strategic technology plan.
2. Organize for effective technology support.	Consider the addition of a full-time IT manager to plan technology directions for the City, supervise the IT staff, act as a project manager for technology projects, and manage data interface and analytics tasks.
	Consider a part-time communications coordinator for the City's electronic communications efforts.
3. Ensure effective project management and report on progress.	Formally designate a project sponsor and project manager for each technology project. The project manager should publish and update the project scope, budget, and task plan.
4. Invest in needed data systems.	Continue the move to automate employee evaluations, possibly using the HR360 and/or Guardian Tracking products.
	Automate the management of work orders and service requests, and also inventory and assets, probably using the existing Accela Springbrook product.
	Determine a way to automate the tracking of participants in the HUD Bridges Out of Poverty program.
	Implement a legislative system, possibly Accela's Legislative Management module, to automate some City Council functions.
	Implement the land management modules of Accela Springbrook to support building permits and inspections and code enforcement activity in an integrated way. This would include gaining the ability to issue permits online.
	Implement an automated citations system, possibly IT Stability DACRA, and ideally develop an automated interface of citations data to the County Judicial court records system.
	Implement an automated system to support issuance of parking tickets.

4. Letter from the Fire Chief

October 4th, 2016

Mayor
City Council,

Thank you for your time in considering purchasing the Accela Land Management software. This software will be utilized by departments within the City of Pekin, and will allow the City of Pekin Fire Department to gain access to information that is otherwise not readily available. In addition the workflow that currently is completed by a slow cumbersome process, can now be expedited allowing the flow of information to pass from department to department as it is obtained. I also believe this will be beneficial from a liquor committee standpoint that requires input from other departments to ensure that the process and requirements have been completed by all involved.

Thank you for your consideration of this process.

Sincerely,

Kurt Nelson
Fire Chief
City of Pekin

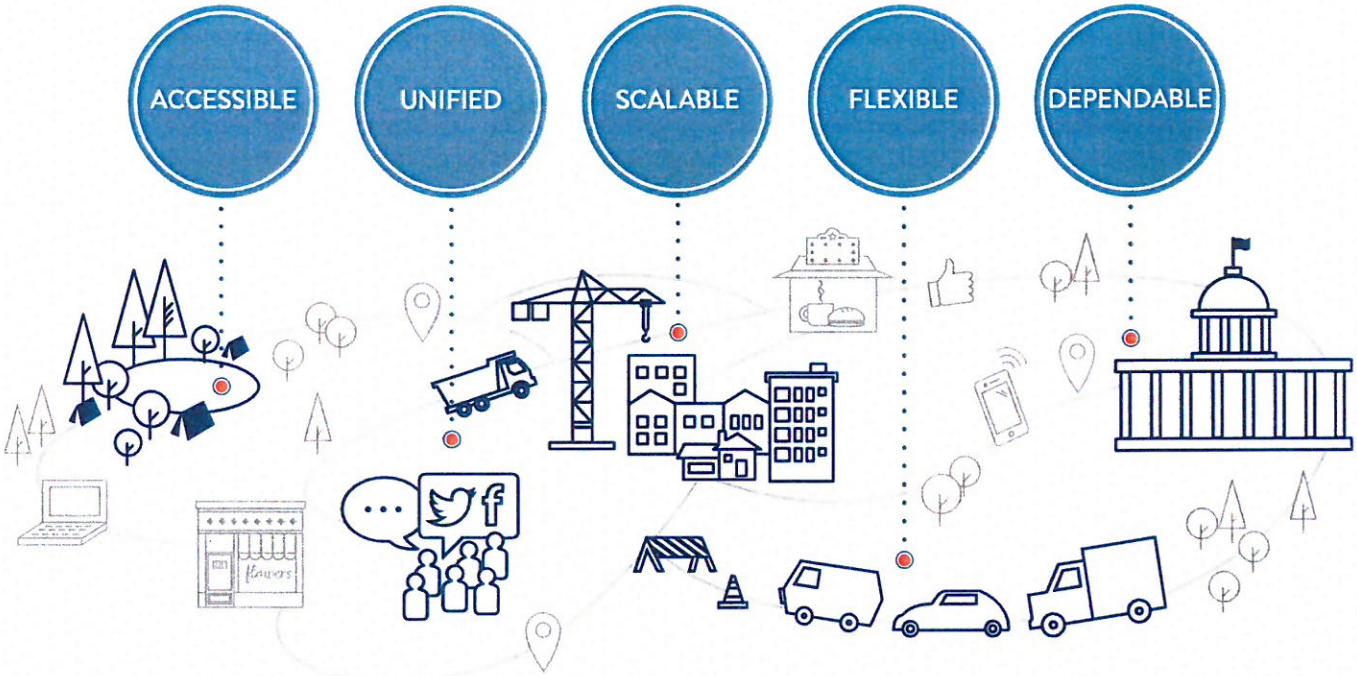
Final Recommendation

The IT committee has reviewed the Accela products now numerous times. The IT committee has come to the conclusion that the partnership between Springbrook and Accela in the past year has made the recommendation for the Accela products and solutions even more appropriate, practical and sustainable for the City of Pekin.

It is again, my recommendation and that of the department heads and many staff members to move ahead with the purchase of the land and legislative management Accela software package with the agreement for Sidwell to implement the land management and asset management modules as a third party vendor to Accela for $35,000.00. The Accela Land Management, Asset Management, Civic Platform, and Legislative Management will cost $91,673.00. These costs were budgeted in FY 16-17.

ACCELA CIVIC PLATFORM

WHAT'S POSSIBLE WITH THE RIGHT TECHNOLOGY?

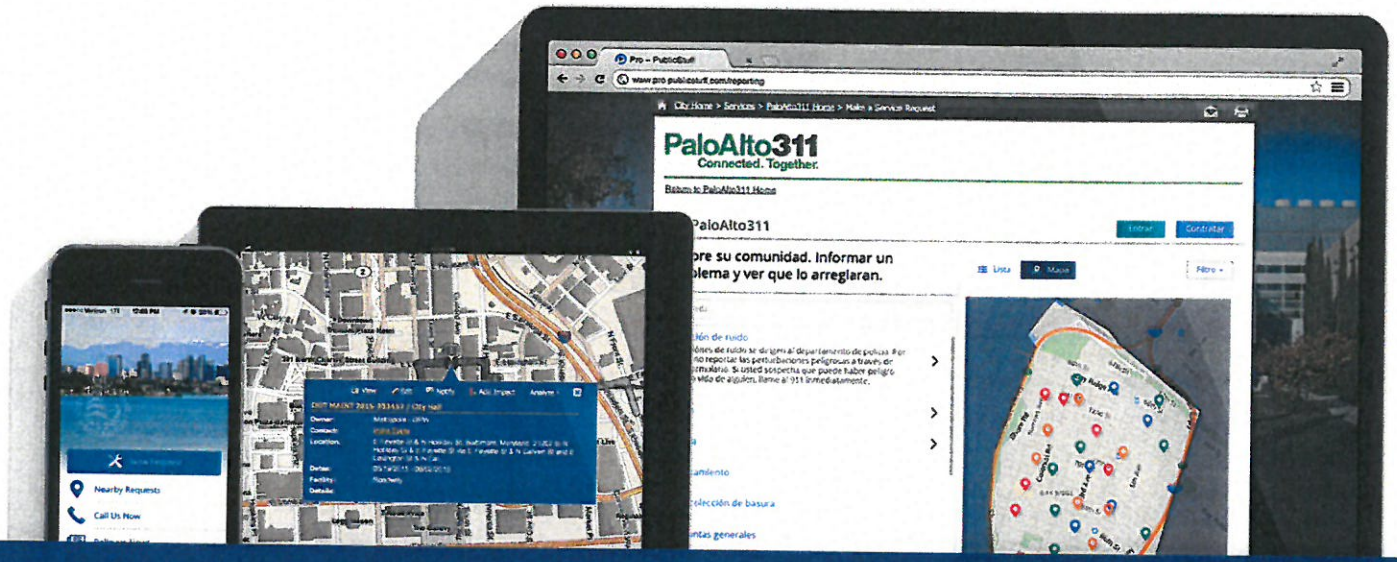


WHY THE ACCELA CIVIC PLATFORM?

The reasons go well beyond cost savings and ease of using one vendor...

ACCESSIBLE

When and where needed



MOBILE APPS

Smartphones are everywhere. Our suite of native apps helps you bring the government to your residents.

WORK ON THE GO

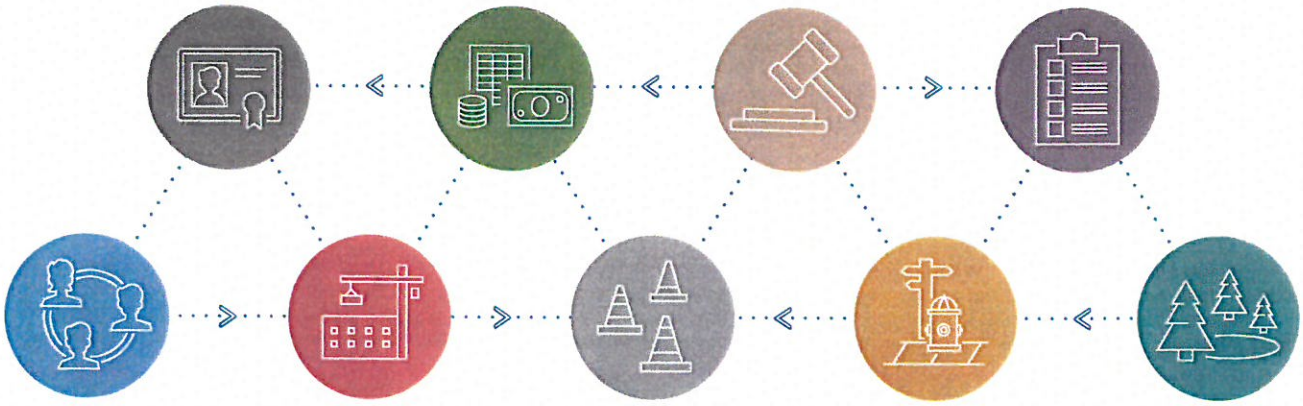
Responsively designed workflows let your workers access systems from the field.

SITE INTEGRATION

Via iFrame, you can embed citizen engagement features in your existing website within seconds.

UNIFIED

When software works together, people can do the same



PASS & RECEIVE DATA

Seamless data flow between your departments, users, and products speeds productivity and eliminates duplicate entries.

A COMMON USER INTERFACE

As we integrate our product suite into the Accela family, we're unifying our designs so that your experience will be consistent across all products.

MANAGEMENT DASHBOARDS

Integrated dataflow will also benefit cross-departmental reporting and activity tracking.

SCALABLE

Built for governments and populations of all sizes

POPULATIONS FROM 1K - 10M+

From small towns to states, Accela solutions are built to meet the needs of communities of all sizes.

STAFFS OF 1 TO 2,000

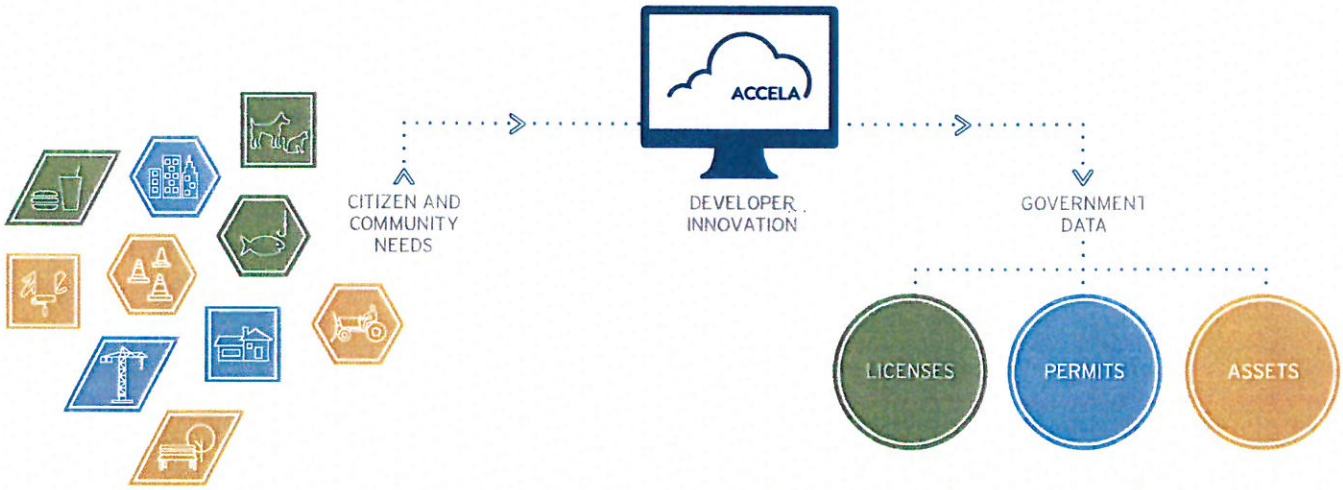
With an emphasis on usability & templating, workflows are easy to learn yet also feature enhanced routing and collaboration features for large workforces.

FUTUREPROOFED INVESTMENT

Cloud software means frequent, immediate upgrades and has the flexibility to be customized as your needs evolve.

FLEXIBLE

Because no two communities are alike



API's

The Construct API opens up the powerful features of the Accela Civic Platform empowering developers and agencies to innovate like never before.

SDK's

Tap into our growing list of SDKs and client libraries to get your project up and running faster. Join the collaborative Accela Developer Community!

OPEN DATA

Open up your Accela data with automated data publishing tools using the Accela Civic Platform. CivicData is a free open data portal for all communities.

DEPENDABLE

We know you have no room for error

SECURITY

Our dedicated data center infrastructure uses the latest in security technology and ensures that your data is backed up and secure.

UPTIME

With 99.9% application uptime and off-business hour planned maintenance, the Civic Platform is always ready for you.

STABILITY

With multiple redundancies and designed to scale without performance degradation, our architecture was designed with you in mind.

SOLUTIONS

- Mobile App
- CRM
- Knowledge Base

CITIZEN RELATIONSHIP MANAGEMENT

A digital communications system to facilitate service requests and access to city services. A mobile app, backend CRM, and web tools help create more connected, engaged communities.

accela.com/citizen

- Planning
- Inspections
- Permitting

LAND MANAGEMENT

Planning, permitting, inspections, and code enforcement allow for 24 hour access, internal collaboration, and mobile access resulting in improved customer service & revenue.

accela.com/land

- Agenda & Minutes
- Civic Streaming
- Digital Boardrooms

LEGISLATIVE MANAGEMENT

Increase transparency and trust by managing your public meetings online. With streaming & automation capabilities, you can make increased efficiency look easy.

accela.com/legislative

SOLUTIONS

- Finance & Budgeting
- Utility Billing
- Payroll & HR

FINANCE & ADMINISTRATION

A comprehensive financial suite for local governments and special districts that spans budgeting, payroll & HR, and utility billing.

accela.com/finance

- Endorsed by NEHA
- Flexible Configuration
- Extensive Reporting

ENVIRONMENTAL HEALTH

Make data-driven decisions about your environmental health operation using a single, consolidated database to boost efficiency, compliance, and fee-collection.

accela.com/environmental

- Business Licensing
- Alcohol & Tobacco
- Recreation

LICENSING & CASE MANAGEMENT

Manage and regulate licensing while streamlining revenue collections, enhancing enforcement actions, and improving customer service.

accela.com/licensing

SOLUTIONS

- Utility Coordination
- Events & Incidents
- Citizen's View

RIGHT OF WAY MANAGEMENT

Map-based coordination provides visibility into street activities, reduces the impact of infrastructure projects on residents & businesses, and saves money.

accela.com/rightofway

- Water Systems
- Streets & Traffic Devices
- Facilities & Fleets

ASSET MANAGEMENT

Ensure your agency's infrastructure assets are managed effectively while providing critical data to fulfill all legislative, regulatory, audit, and reporting requirements.

accela.com/asset

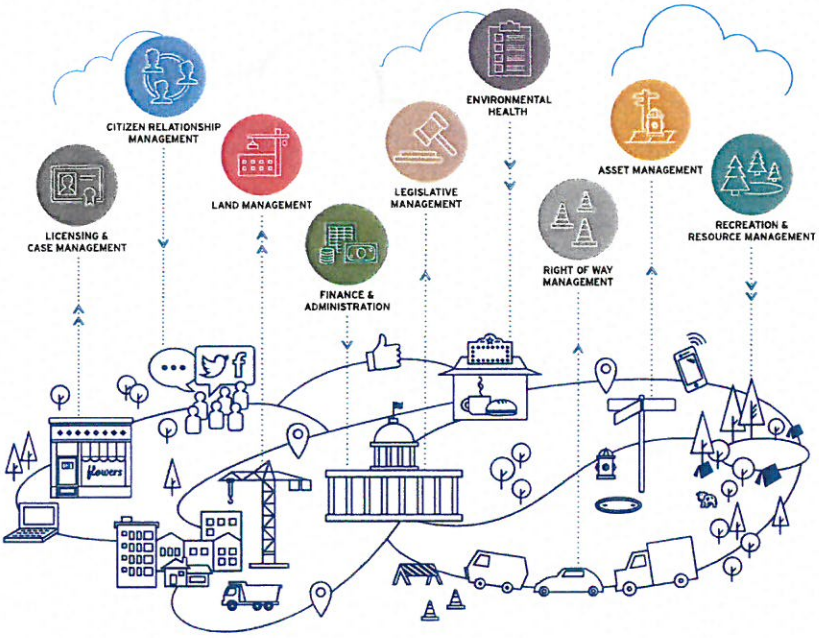
- Park Entrance
- Special Use Permits
- Citation & Resolution

RECREATION & RESOURCE MANAGEMENT

Streamline daily operations for registration, scheduling & fee collection for camping, tours & other reservations, permits, and purchases.

accela.com/recreation

THE FUTURE IS NOW



"When you're trying to answer constituent questions and you have to go look fourteen places, that's not very customer-friendly. Our challenge was to do more with less. We wanted to do away with other applications and look at one where we could centralize and take a product and leverage it as many times as we can. We see that with Accela."

Rob Stradling
Director, Office of Information Technology
Baltimore County, Maryland

City of Pekin

Accela SAAS Civic Platform Land Management and Asset Management

October 5, 2016

Ron Schlitzkus
Business Development Exec.
(503) 820-6287
rschlitzkus@accela.com

Products and Services

Annual Subscriptions					
Product Code	Product Name	Description	Qty	Sales Price	Total Price
SS10APFMSAS0002	Accela Civic Platform - Subscription User Initial	Accela Civic Platform - Subscription User Initial	25	$2,029.80	$50,745.00

Grand Total: USD$50,745.00

Accela Civic Platform Order Detail

General Information	
Customer Name	City of Pekin
Customer Contact	Angie Evans
Customer Address	111 S. Capitol St., Pekin, Illinois 61554

Agreement Terms

Invoices will be sent out using the term start and end dates below:

Contract Term	12 Months
Term Start	11/04/2016
Term End	11/03/2017

Payment Terms

Payment Due	Net 30 days from invoice date
PO Required? (Y/N):	PO# *(If required)*

Terms

Contract Term	12 Months
Special Terms	

This Order Form shows applications Client has subscribed to, the amount charged for each, and the cost for implementation services if applicable. Implementation services being purchased on this Order Form will be delivered based on a separate mutually agreed upon Statement of Work (SOW). By signing the Order Form, Client is agreeing to purchase these applications under the Accela Subscription Terms and Conditions agreement herein, any associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

Accounting Payable Contact Information

First Name:		Last Name:	
Title:			
Email Address:			
Phone Number:			

Signature Section

Vendor	Accela, Inc.	Client	City of Pekin
Signed By		Signed By	
Date		Date	
Title		Title	
Name (Print)		Name (Print)	

Additional Signatures (Optional)

Client	City of Pekin	Client	City of Pekin
Signed By		Signed By	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 52615a

As used herein, "Accela" refers to Accela, Inc. and "Customer" refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the "Parties".

2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

3. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term.

4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term's annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-day period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Accela and paying the fees associated with the increase. Such fees will be calculated as the pro-rata remaining portion of the subscription term, rounded-up to the nearest full month.

5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. If a third-party product is supplied by Accela, no support for any third party product is provided, unless an addendum is attached hereto, identifying the product and specifying the terms and conditions of any support. **Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

9. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

10. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

11. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing, can be objectively verified, and the Subscribed Services are being used in live-production. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

12. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as U=O/(M-P)*100, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	*Credit*
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

13. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

14. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

15. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.

16. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:

(i) a copy of its data in a database dump file not more than once per calendar quarter, ;
(ii) an APO property conversion upload, not more than twice per annual term, and
(iii) a Crystal Report placement not more than ten (10) times per annual term.

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela.

17. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order.

18. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section.

19. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

20. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, Accela will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

21. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

22. **ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY**

PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

24. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

25. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

26. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, 22, and 27 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period. Section 21 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

27. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

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City of Pekin

Accela Legislative Management

October 4, 2016

Kevin Strauss
Business Development Executive
(631) 389-3691
kstrauss@accela.com

Products and Services

Annual Subscriptions			
Product Code	Product Name	Qty	Total Price
SS60AA&MT04CI01	Legislative Management - Agenda & Minutes T04 P30K-40K	1	$9,792.00
SS60ACSTT04CI01	Legislative Management - Civic Streaming T04 P30K-40K	1	$7,344.00
SS60ACSHT04CI01	Legislative Management - Civic Streaming HD T04 P30K-40K	1	$3,672.00
SS60ADBRT04CI01	Legislative Management - Digital Boardroom T04 P30K-40K	1	$7,344.00

Grand Total: USD$28,152.00

Accela Legislative Management Order Detail

General Information	
Customer Name	City of Pekin
Customer Contact	Angie Evans
Customer Address	111 S. Capitol St., Pekin, Illinois 61554

Agreement Terms

Invoices will be sent out using the term start and end dates below:

Contract Term	12 Months
Term Start	11/01/2016
Term End	10/31/2017

Payment Terms

Payment Due	Net 30 days from invoice date
PO Required? (Y/N):	PO# *(If required)* \

Terms and Conditions

1. IMPORTANT NOTICE TO USER: Accela, Inc. ("Accela") owns all intellectual property in the software products listed in the Products and Services section (collectively "Software") in this Order Schedule. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of California.

2. Software License. The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by Accela as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

3. Continued Services

3.1 *Updates and Renewals.* If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by Accela. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by Accela.

3.2 *Hosting.* Accela agrees to maintain Customer data in a secure datacenter and is committed to providing 99.9% uptime and availability. Accela will perform nightly backups of your hosted data to an alternate physical location.

3.3 *Ownership of Data.* All hosted data belongs to the Customer. Within thirty (30) calendar days following termination of this Agreement, Accela will provide a complete copy of Customer's data without additional charge through a downloadable backup or DVD.

4. Payment Terms & Fees

4.1 *Term and Termination.* Unless otherwise stated above in the Order Detail of this order schedule, Subscription terms are twelve (12) calendar months in duration. The initial Term of this Agreement is effective as of the date of the Customer's signature ("Effective Date") and will continue for 12 months unless otherwise stated in the order detail. At the end of the initial term, Customer's subscription will renew for an additional 12 month term unless Customer provides written notice to Accela not less than sixty (60) calendar days prior to the end of the initial term. Provided Accela notifies Customer not less than sixty (60) calendar days prior to the end of said prior term, Accela reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.

4.2 *Payment Terms.* **Annual Subscription Services of USD$28,152.00 will commence on November 1, 2016 or the effective date of the agreement, whichever is later.** Each subsequent annual billing will occur on the anniversary date of initial term. Payment Terms are **NET 30** Days from the invoice date.

4.3 In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

4.4 *On-Site Support and Expenses.* Should on-site support requiring travel by Accela staff be requested by Customer, Accela will provide on-site assistance at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue and will be billed at cost and invoiced separately.

4.5 *Hardware.* Hardware, if any, is provided at no additional cost. Accela does not warrant any hardware. Should Accela furnish encoder hardware as part of the Civic Streaming (fka MediaTraq) video streaming service, hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost. Any upgrades, additional encoders, etc. will be billed to client. Any hardware furnished to client as part of Accela's services is to be returned to Accela upon termination of associated services.

5. Limitation of Liability. Accela will, at all times during the Agreement, maintain appropriate insurance coverage. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

6. Alternate Terms Disclaimed. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

This Order Schedule is entered into between Customer and Accela. Customer accepts and agrees to adhere to the Terms and Conditions with this order schedule, will be referenced as the "Agreement." This Agreement between Customer and Accela, which Customer hereby acknowledges and accepts, constitutes the entire agreement between Accela and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

Other Terms	
Contract Term	12 Months
Special Terms	

Accounting Payable Contact Information			
First Name:		Last Name:	
Title:			
Email Address:			
Phone Number:			
Signature Section			
Vendor	Accela, Inc.	Client	City of Pekin
Signed By		Signed By	
Date		Date	
Title		Title	
Name (Print)		Name (Print)	
Additional Signatures (Optional)			
Client	City of Pekin	Client	City of Pekin
Signed By		Signed By	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	

REQUEST FOR COUNCIL ACTION

To: Council and Interim City Manager

CC: City Clerk

From: Michael Guerra, City Engineer

AGENDA ITEM: PETITION FOR CONNECTION TO SANITARY SEWER FROM OUTISDE CITY LIMITS

AGENDA DATE REQUESTED: October 10, 2016

ACTION REQUESTED: To allow for a sanitary sewer connection from 2842 Allentown which outside city limits to the City owned sewer

DESCRIPTION: The City has received a petition to allow the property located at 2842 Allentown Rd, Pekin, IL to connect to the City owned sanitary sewer. Per City of Pekin Code 4-4A-4 USE OF PUBLIC SEWERS REQUIRED; CONNECTION, since this property is located outside City limits and unable to be annexed into the City. Therefore the City Council must grant them permission to connect to the sanitary sewer.

It will be the property owner's responsibility for the cost of the service to connect to our sewer and to follow the City Code for requirements of construction and permits. This will be a private sewer and the City will only maintain the connection. The property owner will responsible for any easements necessary to construct the sewer.

The property is located at 2842 Allentown Road with the Northeast Interceptor Sewer located approximately 500 feet south of their property. This property is on Illinois American Water system so their account will be added to the City's utility billing system for monthly.

HISTORY:
This property was originally on septic system which is now in need of replacement. Due to the current regulations for constructing a septic system, this property will have a difficult time achieving compliance so they are seeking connection to the City Sanitary Sewer nearby.

FINANCIAL IMPACT: Addition of a wastewater user and billing account for revenue with no city cost for installation of infrastructure. However there will be future cost of maintenance of a service connection which is included for the sewer connection fee.

NEIGHBORHOOD CONCERNS: Delays during installation and loose rock for several days

IMPACT IF APPROVED: The property owner will be allowed to connect to the sanitary sewer

IMPACT IF DENIED: The property owner will not be allowed to connect to the sanitary sewer

ALTERNATIVES: none

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
X	**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: 10/05/16

Finance Department (Certification of Availability of Funds) Date: 10/05/16

Corporation Counsel: Reviewed 10/5/16 Date: 10/05/16

Interim City Manager: Date: 10/05/16

PETITION FOR CONNECTION TO SANITARY SEWER FROM OUTISDE CITY LIMITS

I, LAWRENCE, LISA R aka GENTRY, LISA R (married) and JONES, SANDRA (the "Petitioner") hereby petitions and request the City of Pekin, Illinois (the "City"), to allow a private sanitary sewer connection to the public sanitary sewer system maintained and operated by the City of Pekin in accordance to the City of Pekin Code 4-4B-7: CONNECTIONS OUTSIDE CITY LIMITS from the following described real estate:

SEC 7 T24N R4W MEADOW LAWN SUBD LOT 1 NE 1/4

Tax I.D. – PIN: 11-11-07-200-001

Commonly known as: 2842 ALLENTOWN RD, PEKIN IL 61554

In support of this petition, the Petitioner certifies as follows:

1. The Petitioner is the sole owner of record for the said premises
2. In accordance to City of Pekin Code 4-4A-4 USE OF PUBLIC SEWERS REQUIRED; CONNECTION, the Petitioner desiring to connect to the sanitary sewer to said premises will be at the Petitioner's expense.
3. The Petitioner will follow all requirements of the City of Pekin Code 4-4B CONSTRUCTING, ALTERING OR REPAIRING SEWERS, including but not limited to 4-4B-3: PERMIT REQUIREMENTS, 4-4B-6: CONNECTION FEES AND 4-4b-8: STANDARDS FOR WORKMANSHIP AND MATERIALS.

The Petitioner requests that the corporate authorities of the City consider the question of the allowance for a sanitary sewer connection from a premises from outside City limits, adopt an Ordinance allowing the connection, and record a copy of the Ordinance along with an accurate map of the connection with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.

DATED: October 6, _____, 2016

Lisa R. Gentry

Sandra Jones

Tazewell County GIS
Tazewell County, Illinois

PIN: 11-11-07-200-001

Parcel Information

PIN	111107200001
Site Address	2842 ALLENTOWN RD PEKIN IL 61554
Mailing Address	2842 ALLENTOWN RD PEKIN IL 615548406
Township	11 - ELM GROVE

Property Information

Acres	0
Homesite Acres	0
Farm Acres	0
Legal Description	SEC 7 T24N R4W MEADOW LAWN SUBD LOT 1 NE 1/4
Last Sale Date	

Assessment Information

Current Year	
Class Code	
Last Assessment	1/11/2016
Non-Farm Land	$3,300
Non-Farm Building	$29,660
Farm Land	$0
Farm Building	$0

Tax Information

Tax Bill Address

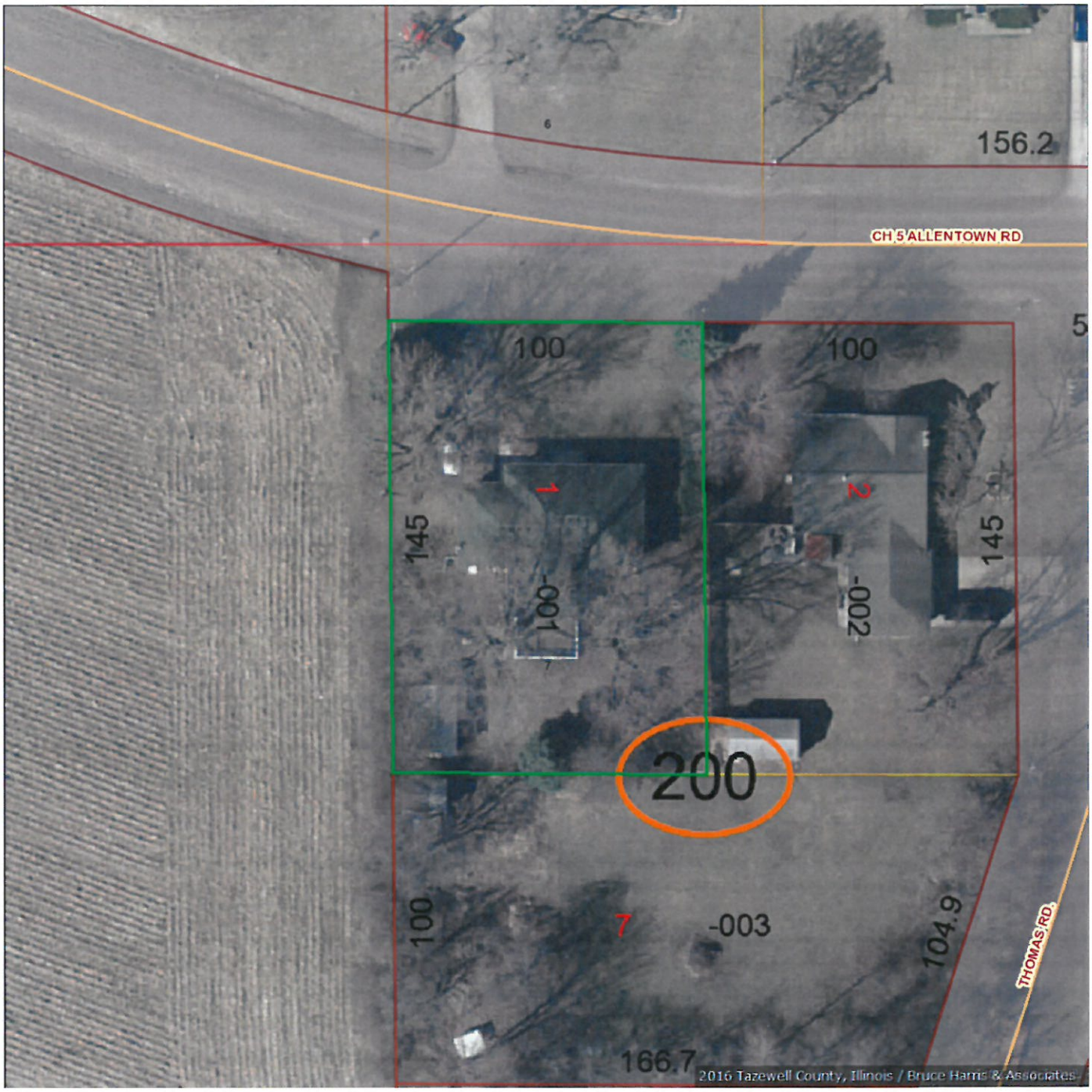
Tax Code	11002
Tax Status	Taxable
Tax Billed	$1,877
Year	
Rate	
Tax	
Prior Year	
Prior Rate	
Prior Tax	

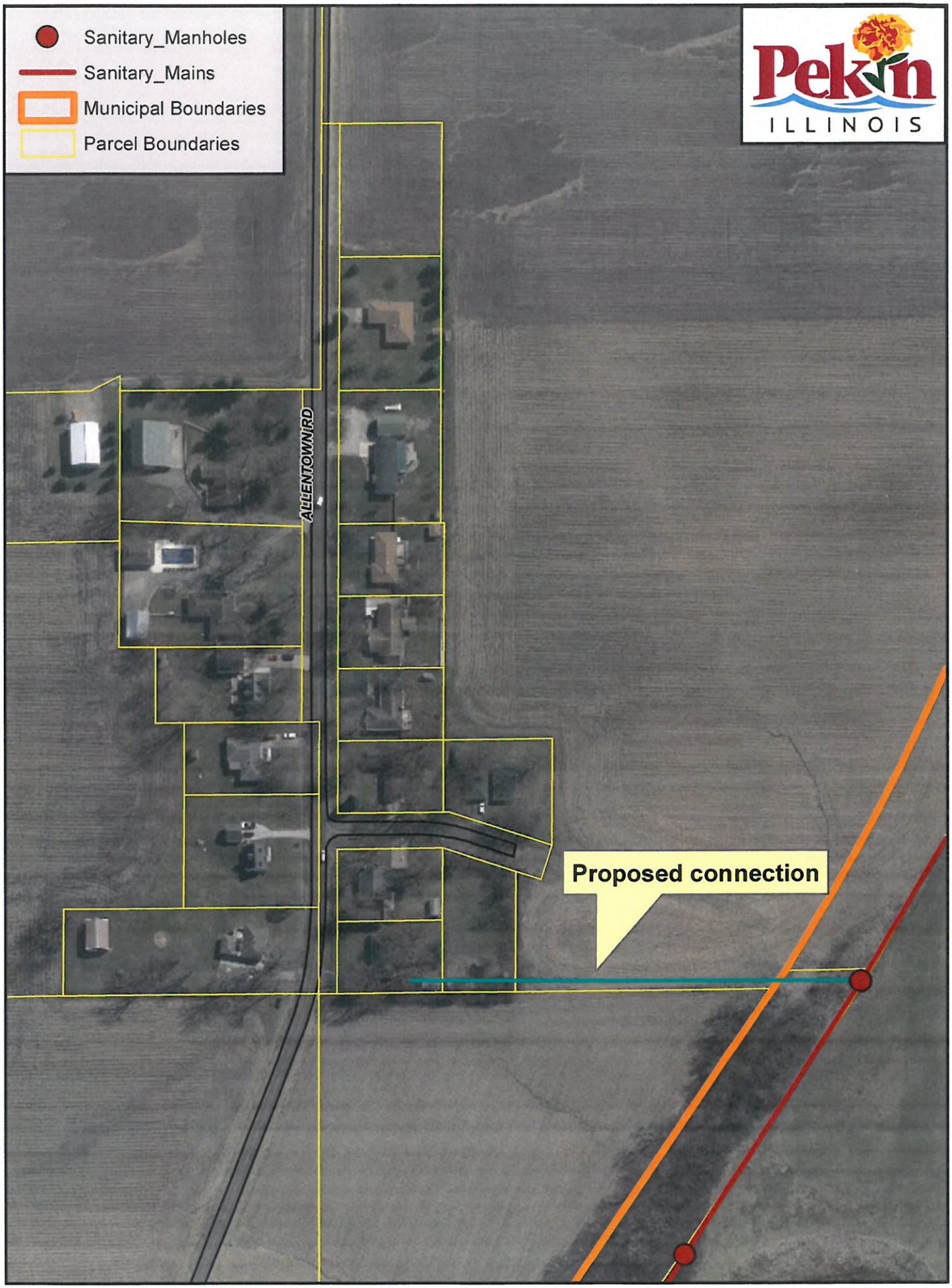
Exemption Information

2015, Payable 2016

Owner Occupy	Y
Historic Freeze	N
Home Improvement	N
Senior Citizen Homestead	N
Owner Occupied Partial	N
Fraternal Assessment Freeze	N
Veterans Assessment Freeze	N
Disabled Persons	N
Disabled Veterans	N
Senior Freeze	N

* All information above is subject to change.


156.2
CH 5 ALLENTOWN RD
5
100
100
1
2
145
145
-001
-002
200
100
7
-003
104.9
THOMAS RD
166.7
2016 Tazewell County, Illinois / Bruce Harris & Associates


Sanitary_Manholes
Sanitary_Mains
Municipal Boundaries
Parcel Boundaries
Pekin
ILLINOIS
ALLENTOWN RD
Proposed connection

REQUEST FOR COUNCIL ACTION

To: Council and Interim City Manager

CC: City Clerk

From: Michael Guerra, City Engineer

AGENDA ITEM: Land Acquisition to Purchase Easements for Cambridge and Shire Drainage Improvements

AGENDA DATE REQUESTED: October 10, 2016

ACTION REQUESTED: To purchase the permanent easement and temporary easement from Raymond and Lori Weeks for the Cambridge and Shire Drainage Improvement Project.

DESCRIPTION: This request is for the purchase of a permanent easement and temporary easement to construct the storm water sewer across the Weeks property located at 1140 Shire Street, Pekin, IL 61554. This sewer is part of the drainage improvements for the Cambridge and Shire intersections and will connect them to the proposed detention pond. These easements are needed so that the project can be let for bid.

Negotiations with the Weeks began in March of this year discussing the project. An appraisal was performed on the property by an IDOT approved appraiser who valued the permanent easement at $5,000 and the temporary easement at $300. During final negotiations Mr. Weeks request damages from loss rent revenue that he was receiving from utilization from part of his property that is needed for the easements. He was agreeable to receiving approximately three months of rent valued at $1000 in damages compensation bring the total purchase price of the easements to $6,300.

HISTORY:
The Cambridge and Shire intersection has experienced flooding dating back to the 1950's. In order to resolve the flooding issue the City commissioned a storm water study on the drainage area. It was discovered that due to configuration of the piping the only solution to lessen the amount of flooding was storage for detaining the storm water until the remainder of the system had capacity to allow for drainage from this area. From this a site was selected and purchased for the location of a storage pond where new storm sewers would be constructed to connect the improvement at Cambridge and Shire to lessen the flooding. With this easement construction plans can be let to begin construction this fall or next Spring.

- June 25, 2012 Council approved an study of the drainage basin for Cambridge and Shire
- January 28, 2013 Recommendations are presented to Council for improvements
- March 2013 Final report was issued with Council's direction to try to locate a piece of property for the construction of a detention pond
- March 2013-October 2014 Several sites were reviewed
- October 14, 2014 Layne Property on Derby was selected as a suitable location for detention pond and approved for purchase by Council
- October 2014- March 2016 final design was being completed
- March 2016 until now – land acquisition

FINANCIAL IMPACT: $6,300 in Storm Water Funding

NEIGHBORHOOD CONCERNS: Flooding of street and yards from heavy rain

IMPACT IF APPROVED: The easement will be purchased and project will be let for construction

IMPACT IF DENIED: Without the easement the project cannot advance to construction

ALTERNATIVES: none

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

	A Prosperous Community. To promote and sustain a balanced economy that supports

	expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
X	**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: 10/05/16

Finance Department (Certification of Availability of Funds) Date: 10/05/16

Corporation Counsel: Date: 10/05/16

Interim City Manager: Date: 10/05/16

Owner	Weeks, Raymond K and Lori M.
Address	1140 Shire Ave
	Pekin, IL 61554
County	Tazewell
Parcel No.	001
P.I.N. No.	04-10-02-312-016
Section	Cambridge and Shire Drainage Improvements
Station	19+48
Station	22+50

PERMANENT EASEMENT
(Individual)

Weeks, Raymond K and Lori M., Married (Grantor), of the County of Tazewell and State of Illinois, for and in consideration of Five Thousand Dollars Dollars ($6,000), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the People of the City of Pekin, (Grantee), a permanent easement for the purpose of conveyance of sewer and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does not possess rights of Homestead in the premises.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for conveyance of sewer purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2016.

By: _____
Signature

Raymond K. Weeks
Print Name

By: _____
Signature

Lori M. Weeks
Print Name

State of)
) ss
County of)

This instrument was acknowledged before me on _____
by _____ .

(SEAL)

_____
Notary Public

My Commission Expires:_____

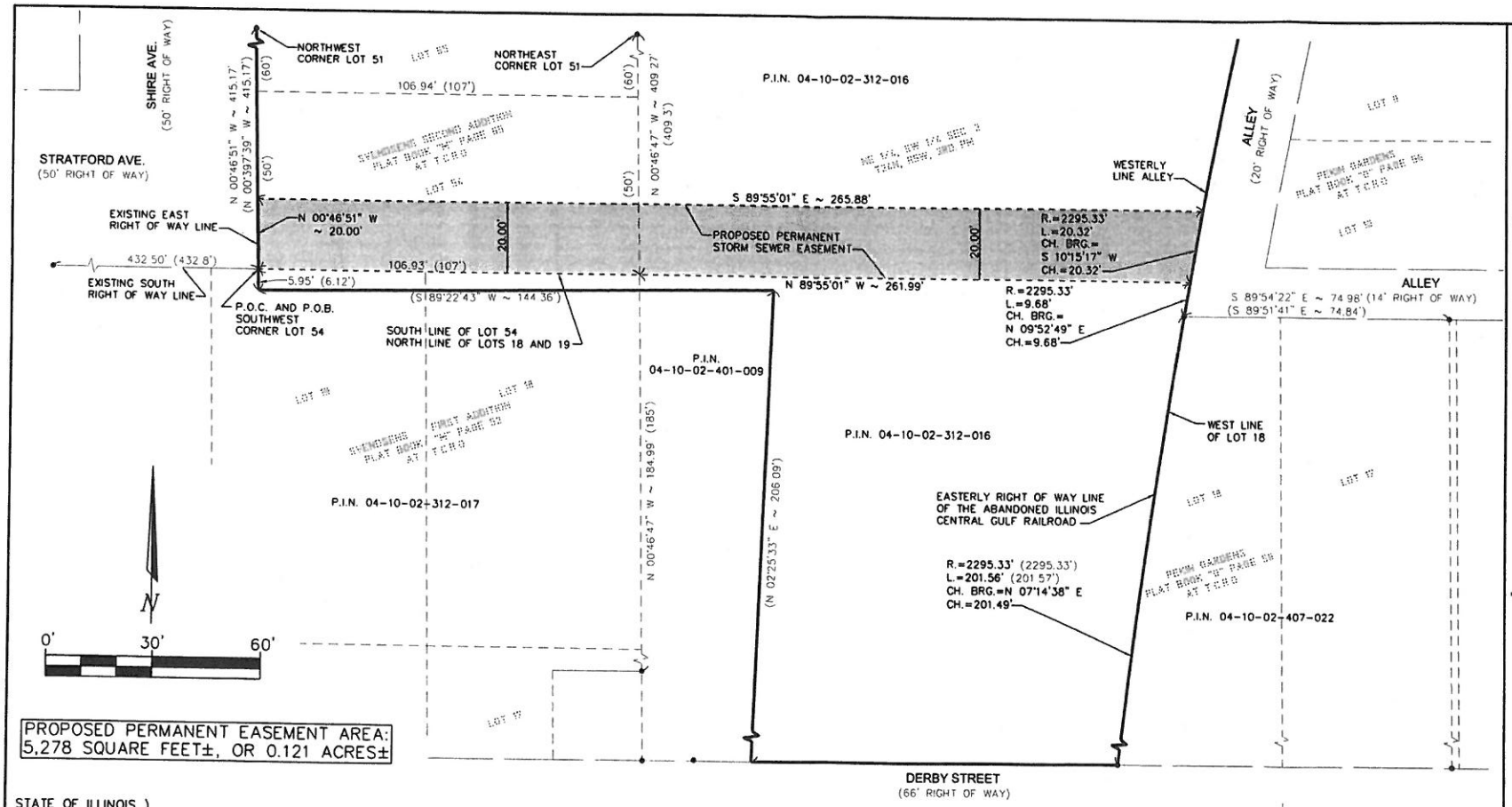
This instrument was prepared by and after recording return to:

City of Pekin
ATTN: Public Works Department

Proposed Permanent Storm Sewer Description

A part of the Northeast Quarter of the Southwest Quarter of Section 2 and part of Lot 54 of Svendsens Second Addition to the City of Pekin, as recorded in Plat Book "M", Page 65 at the Tazewell County Recorder's Office, both being in Section 2, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the southwest corner of Lot 54 in said Svendsens Second Addition to the City of Pekin; said point also being the intersection of the existing south right of way line of Stratford Avenue and the existing east right of way line of Shire Avenue, as the Point of Beginning: thence North 00 degrees 46 minutes 51 seconds West (bearings are assumed for descriptive purposes only) along the west line of said Lot 54, said line also being said existing east right of way line of Shire Avenue, a distance 20.00 feet; thence South 89 degrees 55 minutes 01 second East, parallel with the south line of said Lot 54, a distance of 265.88 feet to a point on the westerly line of an alley in Pekin Gardens, as recorded in Plat Book "G", Page 56 at said Tazewell County Recorder's Office, said line also being the easterly right of way line of the abandoned Illinois Central Gulf Railroad; thence in a southwesterly direction along a curve to the left with a radius of 2295.33 feet and an arc length of 22.03 feet and being subtended by a chord bearing South 10 degrees 15 minutes 17 seconds West, a distance of 20.32 feet, said curve also being said westerly line of said alley and said easterly right of way line of the abandoned Illinois Central Gulf Railroad; thence North 89 degrees 55 minutes 01 second West, along said south line of Lot 54 extended, a distance of 261.99 feet to the Point of Beginning and containing 5,278 square feet, more or less, or 0.121 acres, more or less.



PROPOSED PERMANENT EASEMENT AREA:
5,278 SQUARE FEET±, OR 0.121 ACRES±

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

WE, MIDWEST ENGINEERING ASSOCIATES, INC., BEING PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY STATE THAT WE HAVE PREPARED THE ATTACHED PERMANENT STORM SEWER EASEMENT PLAT, SAID EASEMENT BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING PART OF LOT 54 IN SVENDSENS SECOND ADDITION TO THE CITY OF PEKIN, TAZEWELL COUNTY ILLINOIS. AND THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PLAT DRAWN TO A SCALE OF ONE INCH EQUALS THIRTY FEET (1"=30').

DATED THIS 11TH DAY OF NOVEMBER, 2015.

BY: _____
MIDWEST ENGINEERING ASSOCIATES, INC.
BRYAN W. HARTMAN
ILLINOIS PROFESSIONAL LAND SURVEYOR #3677
MY LICENSE EXPIRES: 11/30/2016

STATE OF ILLINOIS
BRYAN W. HARTMAN
3677
EAST PEORIA
ILLINOIS
PROFESSIONAL LAND SURVEYOR

LEGEND

●	–	FOUND IRON ROD/PIPE
P.O.C.	–	POINT OF COMMENCEMENT
P.O.B.	–	POINT OF BEGINNING
T.C.R.O.	–	TAZEWELL COUNTY RECORDER'S OFFICE
P.I.N.	–	PARCEL IDENTIFICATION NUMBER
N 00°46'51" W ~ 415.17'	–	MEASURED BEARING AND DISTANCE
(N 00°39'39" W ~ 415.17')	–	RECORD BEARING AND DISTANCE
	–	LOT LINE
	–	EXISTING RIGHT OF WAY LINE
	–	PROPOSED PERMANENT EASEMENT LINE
	–	BOUNDARY LINE
	–	PROPOSED PERMANENT EASEMENT

MW
Midwest Engineering Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61611
309.222.8600
www.mweainc.com
IL Design Firm Reg. No. 184-005898

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING PART OF LOT 54 IN SVENDSENS SECOND ADDITION TO THE CITY OF PEKIN, TAZEWELL COUNTY ILLINOIS

PERMANENT STORM SEWER EASEMENT FOR CITY OF PEKIN, ILLINOIS

Drawn:	BWH	11/09/2015
Checked:	CJD	11/09/2015
Approved:	BWH	11/09/2015
PROJECT NUMBER	20120057	
FIGURE NUMBER	1	

S:\ENGINEERING\PROJECTS\PEKIN, CITY OF\20120057 CAMBRIDGE AND SHIRE DRAINAGE STUDY\400 CAD\408_SURVEY\STORM SEWER EASEMENT.DWG 11/9/2015 4:37 PM

Owner	Weeks, Raymond K. and Lori M.
Address	1140 Shire Ave Pekin, IL 61554
County	Tazewell
Parcel No.	001
P.I.N. No.	04-10-02-404-022
Project No.	Cambridge and Shire Drainage Improvements
Station	22+50
Station	25+00

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

Weeks, Raymond K. and Lori M., married (Grantor), of the County of Tazewell and State of Illinois, for and in consideration of Three Hundred Dollars ($300), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the City of Pekin, (Grantee), a temporary construction easement for the purpose of conveyance of sewer and other roadway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate one (1) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2016.

By: _____ By: _____

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name

State of)
) ss
County of)

This instrument was acknowledged before me on _____
by _____ .

(SEAL)

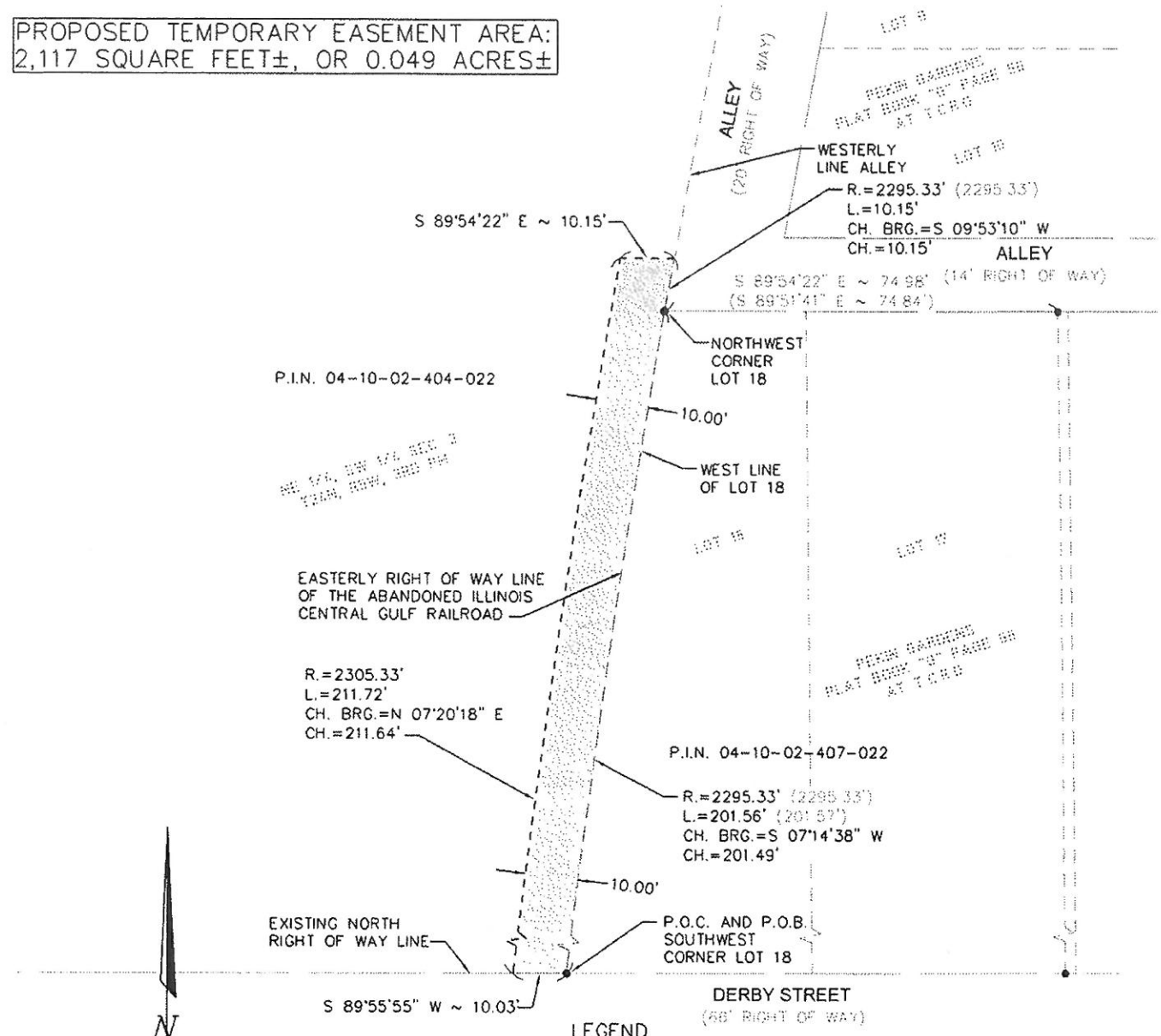
_____
Notary Public

My Commission Expires:_____

This instrument was prepared by and after recording return to:

City of Pekin
ATTN: Public Works Department

PROPOSED TEMPORARY EASEMENT AREA:
2,117 SQUARE FEET±, OR 0.049 ACRES±



LEGEND

●	–	FOUND IRON ROD/PIPE
P.O.C.	–	POINT OF COMMENCEMENT
P.O.B.	–	POINT OF BEGINNING
T.C.R.O.	–	TAZEWELL COUNTY RECORDER'S OFFICE
P.I.N.	–	PARCEL IDENTIFICATION NUMBER
N 00°46'51" W ~ 415.17'	–	MEASURED BEARING AND DISTANCE
(N 00°38'39" W ~ 415.17')	–	RECORD BEARING AND DISTANCE
	–	LOT LINE
	–	EXISTING RIGHT OF WAY LINE
	–	PROPOSED PERMANENT EASEMENT LINE
	–	PROPOSED TEMPORARY CONSTRUCTION EASEMENT

MW
Midwest Engineering Associates, Inc.

140 E. Washington Street
East Peoria, Illinois 61611
309.222.8600
www.mweainc.com

IL Design Firm Reg. No. 184-005896

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT FOR CITY OF PEKIN, ILLINOIS

Drawn:	BWH	11/09/2015
Checked:	CJD	11/09/2015
Approved:	BWH	11/09/2015
PROJECT NUMBER	20120057	
FIGURE NUMBER	1	

Proposed Temporary Construction Easement Description

A part of the Northeast Quarter of the Southwest Quarter of Section 2, Township 24 North, Range 5 West of the Third Principal, Tazewell County Illinois and being more particularly described as follows:

Commencing at the southwest corner of Lot 18 in Pekin Gardens, recorded in Plat Book "G", Page 56 at the Tazewell County Recorder's Office, said point also being the intersection of the north right of way line of Derby Street and the easterly right of way line of the abandoned Illinois Central Gulf Railroad, as the Point of Beginning: Thence South 89 degrees 55 minutes 55 seconds West (bearings are for descriptive purposes only), along said north right of way line, a distance of 10.03 feet; thence in a northeasterly direction along a curve to the right, having a radius of 2305.33 feet and an arc length of 211.72 feet and being subtended by a chord bearing North 07 degrees 20 minutes 18 seconds East, a distance of 211.64 feet, said curve being 10.00 feet radially distant to and parallel with said easterly right of way line; thence South 89 degrees 54 minutes 22 seconds East, a distance of 10.15 feet to the westerly line of an alley in said Pekin Gardens; thence in a southwesterly direction along a curve to the left, having a radius of 2295.33 feet and an arc length of 10.15 feet, and being subtended by a chord bearing South 09 degrees 53 minutes 10 seconds West, a distance of 10.15 feet to the northwest corner of said Lot 18; thence continuing on a southwesterly directions along a curve to the left, having a radius of 2295.33 feet and an arc length of 201.56 feet, and being subtended by a chord bearing South 07 degrees 14 minutes 38 seconds West, a distance of 201.49 feet to the point of Beginning and containing 2,117 square feet, more or less, or 0.049 acres, more or less.

Route: _____ Project: Cambridge and Shire Drainage Improv.
Section: _____ Job No.: _____
County: Tazewell Parcel No.: _____

Owner(s): Raymond and Lori Weeks
Address: 1140 Shire Ave
Pekin, IL

Email: N/A

Title VI (Non-Discrimination) _____
Sex: ☐ Male ☐ Female
Home Phone: ( )
Work Phone: (309)
Cell Phone: ( )

Name, Address and Telephone Number of Interested parties:

Negotiator's Certification

(To be completed prior to first contact with Owner)

Negotiator, Michael Guerra, hereby certifies that:

1. Negotiator understands the subject parcels will be used in connection with a city project; and
2. Negotiator has no direct or indirect present or contemplated future personal interest in the subject parcel(s) or in any benefit from the acquisition of such parcel(s).

Dated: March 28, 2016

Negotiator's Signature

Negotiator's Checklist

Yes	N/A	
☐	☐	Later date title commitment ordered.
☐	☒	Status of owner-occupant displacement (individual, family business, farm operation): _____
☐	☒	Letter of notification of relocation assistance and payments to owner-occupant.
☐	☒	Status of tenant-occupant displacement (individual, family business, farm operation): _____ No. of Units _____
☐	☒	If tenants are the only parties displaced, date relocation manager notified: _____
☒	☐	Negotiator's introductory letter and acquisition summary statement prepared.
☒	☐	Neighborhood and site inspection.

Certification of Negotiator's Results

☒ Negotiations successful:

Negotiator's Signature

Michael Guerra, Negotiator, certifies that:

1. The written statement embodies the entire agreement and all considerations agreed upon by the Negotiator and the property owner.
2. The agreement between the parties was reached without: (a) coercion, (b) promises other than those shown in the agreement, or (c) threats of any kind whatsoever by or to either party.

Date Owner signed documents and settlement: _____, 20_____. Total settlement amount: $6,300
Warrant to be forwarded to payees at following address: _____

☐ Negotiations not successful:
Reason: ☐ Unable to agree on compensation for parcel; ☐ Unable to obtain clarification of ownership;
☐ Offer accepted by Owner, but unable to obtain clear title to parcel
Date of referral, if referred for condemnation: _____, 20_____

Results of Initial Meeting with Owner

Date and remarks, if any, of Negotiator's contacts with Owner by telephone to make appointment for first in person meeting with Owner: Raymond Weeks

Documents delivered to Owner:

☐ "Highway Improvements..." and "A Land Owner's Guide..." brochures and conveyance documents presented and explained to Owner.

☐ "Relocation...Program" brochure and other required documents presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Assistance Unit Record (LA 541D)

☐ Delivered by Negotiator, or
☐ Negotiator accompanied by relocation representative, _____, who provided above services, or
☒ N/A – Relocation does not apply.

1. Date of first in person contact with owner: 3/28/16
2. Location of Meeting: Property location
3. Persons present at meeting: Michael Guerra
4. ☒ Verbal offer made in the amount of $5,300
   ☒ Written offer (summary statement) prepared and explained to persons in attendance at the meeting.
5. Remarks about meeting including counter-offers by Owner: Owner asked for time to review the offer

Note: All contacts with the Owner after the initial meeting should include information set forth in paragraphs 1-5 above, if appropriate. Negotiator's signature or initials should be made after each entry about contacts.

The information in this Negotiator's Report will become a part of the project parcel file. The Negotiator should make entries in this Report no later than the Monday after the contacts with the Owner during the preceding week.

Date of Contact	Remarks	Negotiator's Initials
4/8/2016	After brief meeting during the week of 3/28/16, delievered a proposed timeline for the project to Mr. Weeks	MMG
5/2/2016	Recieved apprisial for the permenant and temporary easement for preparation of offer	MMG
8/26/2016	Presented offer for the purchase of permenante and temporary easement in person to Mr. Weeks	MMG
9/6/2016	Called Mr Weeks to discuss the offer. He requested to meet in person next the following week due to work schedule.	MMG
9/21/2016	Meet with Mr Weeks and reviewed the project with him. Walked his property to review concerns of the project included on attached memo. Talked about potiental damages not addressed on appraisal with regards to loss of rent for property. Agreed to offer of 3 months of rent compensation equaling $1000 and to remove fence and level off his property with any excess clean fill from project	MMG

Negotiator's Report (continued)

Job No. _____
Parcel No.

Date of Contact	Remarks	Negotiator's Initials

Illinois Department of Transportation

Valuation Finding Appraisal

Route	N/A	Project	Cambridge and Shire Drainage		☒ Original
Section		Job No.			☐ Supplemental No. ____
County	Tazewell	Parcel	001	Unit	N/A

This report is being prepared under the jurisdiction of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 as amended (Uniform Act) and as regulated by 49 CFR Part 24. In compliance with Standard 2 of USPAP, this is a Restricted Appraisal Report and is intended only for use by the client and not intended for any other users. The intended use of the valuation is to assist the client in acquiring a portion of the subject property as the basis for an offer for the rights to be acquired only. Based on the review of available data, the valuation problem is uncomplicated.

1. Owner's Name, Address and Telephone: Raymond K. and Lori M. Weeks

2. Interview Record: Contact letter sent - no reply

3. Tenant's Name, Address and Telephone: N/A

4. Identification of Property: 1140 Shire Avenue, Pekin, Illinois 61554 (PIN: 04-10-02-312-016)

5. Inspection Date: April 8, 2016 6. By: Randall L. Neff, SRA

7. Zoning: I1, R4 and B3 8. Highest and Best Use: As Improved

9

Area of Whole:	192,970.8 sf	(ac./s.f.)	Existing ROW (Dedication):	N/A	(ac./s.f.)
Total ROW:	N/A	(ac./s.f.)	Permanent Easement:	5,278 sf	(ac./s.f.)
Net New ROW:	N/A	(ac./s.f.)	Temporary Easement:	2,117 sf	(ac./s.f.)
			Area of Remainder:	192,970.8 sf	(ac./s.f.)

10. Sales Considered: See attached

11. Fair Market Value of the Whole Property: $368,000

12. Fair Market Value of Property Acquired (including improvements) as Part of the Whole: $0

13. List Improvements and Type of Land in Taking: Asphalt paving, chain link fence

14. Fair Market Value of the Remainder as Part of the Whole Before Taking: $368,000

15. Fair Market Value of the Remainder After the Taking as will be affected by contemplated improvements: $368,000

16. Damages to the Remainder (including any cost to cure): $0

17. List Items of Damage:

18. Compensation for P.E. (include remarks): $5,000

19. Compensation for T.E. (include remarks): $300

20. **Total Compensation** $5,300

Randall L. Neff	May 2, 2016	Certified General #553.001153	09/30/2017
Randall L. Neff, SRA	Date	Lic. Type & No.	Exp. Date

21. TYPE OF REPORT

The Restricted Appraisal report is a statement of the appraiser's opinions and conclusions. The report may not be understood properly without the supporting data and additional information retained in the appraiser's work file.

22. IDENTIFICATION OF THE CLIENT AND INTENDED USERS

The client of the assignment is the City of Pekin. The only intended users are the client.

23. INTENDED USE OF THE VALUATION

The intended use of the valuation is to assist the client in acquiring a portion of the subject property. The acquired property will be used for the Cambridge and Shire drainage improvement project.

24. TYPE AND DEFINITION OF VALUE

The purpose of this valuation is to estimate the Market Value of the portion of the subject property being acquired and the definition of market value follows:

> **Definition of Market Value:** The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken (Illinois Pattern Jury instructions).

The Uniform Standards of Professional Appraisal Practice require an opinion of exposure time when developing opinions of market value. Exposure time is the length of time the property would have been offered for sale prior to the effective date of appraisal. It is my opinion the exposure time of the subject property is one to two years.

25. EFFECTIVE DATE OF VALUATION/DATE OF REPORT

The effective date of the valuation is April 8, 2016 and the date of the report is May 2, 2016.

26. SCOPE OF WORK

The client requires this appraisal assignment to comply with the Uniform Act and its implementing regulation 49 CFR Part 24, the Uniform Standards of Professional Appraisal Practice (USPAP), IDOT's Land Acquisition Policies and Procedures Manual, and any applicable state laws.

The intended use of the appraisal is to assist the client in acquiring a permanent and temporary easement on the subject property. The appraisal will be used as the basis for an offer for the rights to be acquired. The client is the only intended user of appraisal, as stated above. A copy of the appraisal is given to the property owner as part of Illinois Department of Transportation policy. However, the reader is cautioned the property owner is not an intended user of the appraisal.

In completing the assignment, a systematic procedure in investigating the subject property and market data is followed. The subject property and surrounding market area were viewed on April 8, 2016. However, the property was viewed from the street and access to the building was not available. The property owner was not present on the appointment date. A letter was sent to the property owner offering an opportunity to meet and discuss the project's impact on the subject property. As of the appraisal date, a reply to the letter has not been received.

Market data relative to the market area, subject property, and highest and best use of the property was collected and verified through multiple sources, including the multiple listing service, real estate brokers, public records, buyers and sellers, and other appropriate sources. In this assignment the sales comparison approach is applied. The cost approach is not applied because of the age of the improvements and the income capitalization approach is not applied because of an inadequate amount of rental and capitalization rate data.

In order to estimate the compensation to the owner for the proposed acquisition, sales in the general market area are researched and verified. Both land sales and improved sales are included in the analysis. The descriptions of the comparable sales are attached to this report.

27. FARMLAND PRESERVATION ACT

Preservation Act (pertains to fee takings and permanent easements): CL N/A OC ____ HL ____
PL ____ FL ____ FS ____ RL ____ OL ____

28. STATEMENT OF CONTINGENT OR LIMITING CONDITIONS: ☒ Yes ☐ No If yes, include in report.

29. PERSONAL PROPERTY

Personal property is not located within the proposed acquisition area. Furthermore, personal property is not included in the valuation of the property.

30. HIGHEST AND BEST USE

The present use of the subject is retail. The valuation assignment is not complicated and a brief description of the analysis of the highest and best use of the subject property is as follows:

The highest and best use analysis includes two studies; highest and best use of the property as a vacant site and the highest and best use of the property as improved. The highest and best use study of the property as a vacant site disregards any improvements on the land. In both studies, the ideal improvement is determined. It is my opinion the highest and best use of the property is as improved, retail.

31. SALES AND LISTING HISTORY OF THE PROPERTY

According to public records, the property has not sold during the five year period preceding the effective date of the appraisal. To my knowledge, the property is not currently listed for sale or under contract.

32. DESCRIPTION OF SUBJECT PROPERTY BEFORE ACQUISITION

The subject property is located in a south section of Pekin along Derby Street. The property fronts on Derby Street and Shire Avenue. The immediate area consists of residential uses, retail and light industrial. The property fronts on Derby Street and Shire Avenue. The site is an irregular shaped tract of land with a total land area of 192,970.8 square feet or 4.43 acres. The site has three zoning classifications but most is zoned I-1 Light Industrial. The other two classifications are R4 One Family Residential and B3 General Business.

The site is improved with a single story brick and block retail shop building constructed in 1952. The building is currently occupied by A to Z Rentals. The gross building area of the building is estimated to be 12,276 square feet. The site has surplus land used for exterior storage. Since access to the property was not available, the factual data concerning the building is based on information obtained from public records and from viewing the property from the street.

33. DESCRIPTION OF PART TO BE ACQUIRED

A partial acquisition is not proposed for the property.

34. DESCRIPTION OF SUBJECT PROPERTY (REMAINDER) AFTER ACQUISITION

Since there is no partial acquisition, the remainder property is the same as the whole property.

35. DESCRIPTION OF THE PERMANENT EASEMENT

A permanent easement is proposed for the property. The permanent easement will be located in a south section of the property to the immediate south of the building. The land area is a 20 foot strip of land that extends from Shire Avenue to the east property line. The total land area of the permanent easement is 5,278 square feet.

The land area in the permanent easement is used for parking and a driveway. Chain link fencing and asphalt paving are in the permanent easement area. The purpose of the easement is for conveyance of sewer. A new sewer line will be installed. According to Mr Michael Guerra, City of Pekin Engineer, all asphalt paving or other site improvements damaged during construction will be repaired or replaced. The land area outside of the permanent easement does not suffer damages.

36. DESCRIPTION OF THE TEMPORARY EASEMENT

One temporary easement is proposed for the property. The easement is needed for the purpose of conveyance of sewer and other highway purposes. The easement will terminate one year after the execution of the easement or on the completion of the proposed project, whichever is sooner.

The temporary easement is located in the southeast corner of the property along the east property line. The temporary easement is a rectangular shaped strip of land with a depth of 10 feet. The total land area is 2,117 square feet. Land improvements in the temporary easement include grass. The land area outside of the easement area does not suffer damages because of the temporary easement.

37. VALUATION OF THE PROPERTY

As stated in the scope of work, the sales comparison approach is the only valuation method applied in this assignment. The comparable sales included in the report are analyzed for the valuation of the property.

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	Northeast

Description: Front View of Building

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	Southeast

Description: Front View of Building

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	East

Description: North end of property

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	North

Description: Driveway to property from Derby Street

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	East

Description: Permanent Easement

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	North

Description: Temporary Easement

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	North

Description: Shire Avenue

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	West

Description: Derby Street

Comparable Sale No.:	I-1
Seller:	Uselton Oil Company
Purchaser:	JAF Enterprises LLC
Sale Date:	September, 2015
County:	Tazewell
Deed Type: Warranty Deed	Document Number: 20150001593
Verified Sale Price:	$175,000
Unit Price (if applicable):	$21.90 per SF of Building Area
Zoning:	I-1
Highest and Best Use:	As Improved
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: Eric Heard/Coldwell Banker Commercial
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (04/2016)
Name of appraiser(s) who inspected this sale (date of inspection): Randall Neff (04/2016)
Secondary data sources used to verify this sale: Public Records/MLS
Additional comments on verification process (if applicable): N/A

Address: 1420 S. Second Street
PIN(s): 04-10-03-316-043
Location Description: Pekin, Illinois 61554
Legal Description: Rosedale Addition Lots 45 through 51 (exc. ROW)

Description of the Land
Area (Acres): Area (SF): 35,000

Describe relevant site details below:
Rectangular shaped site located on the east side of South Second Street.

The following utilities and services are available to this site:
Electricity ☒ Water ☒
Gas ☒ Sanitary Sewer ☒
Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
One story brick office-shop building built in 1930. Gross building area is estimated to be 7,990 square feet. Minimal finish on the interior.

Describe relevant site improvement details below:
20,000 gallon underground gasoline tank and canopy.

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):
The property was purchased by an adjacent property owner but according to the real estate broker, the sale price is representative of market. The asking price of the property on the sale date was $195,000.

Comparable Sale No.:	I-2
Seller:	Donald William Ehrett Estate
Purchaser:	Jeffrey and Vickie Pennell
Sale Date:	June, 2013
County:	Tazewell
Deed Type:	Executor Deed — Document Number: 2013000012912
Verified Sale Price:	$450,000
Unit Price (if applicable):	$30.66 per SF of Building Area
Zoning:	B2 General Business
Highest and Best Use:	As Improved
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: NA
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (04/2016)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (04/2016)
Secondary data sources used to verify this sale: Public Records
Additional comments on verification process (if applicable): NA

Address: 201 Rusche Street
PIN(s): 05-05-06-219-002
Location Description: Creve Coeur, Illinois 61610
Legal Description: Rusche Town Center Lot 2

Description of the Land

Area (Acres): Area (SF): 94,961

Describe relevant site details below:
Irregular shaped site located on north side of Rusche. Most of the site has a level topography. Timber is located to the north and west.

The following utilities and services are available to this site:

Electricity	☒	Water	☒
Gas	☒	Sanitary Sewer	☒

Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
A one story metal clad structure originally constructed as a hardware store in 2000. The gross building area is 14,677 square feet.

Describe relevant site improvement details below:

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

Comparable Sale No.:	I-3
Seller:	Tassart Family Trust
Purchaser:	BenMac Properties, LLC
Sale Date:	June, 2015
County:	Tazewell
Deed Type:	Trustee Deed — Document Number: 201500009957
Verified Sale Price:	$328,000
Unit Price (if applicable):	$17.76 per SF of Building Area
Zoning:	B3 General Business
Highest and Best Use:	As Improved
Property Rights Conveyed:	Leased Fee
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: Joe Gehrig/Coldwell Banker Commercial
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (04/2016)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (04/2016)
Secondary data sources used to verify this sale: Public Records, MLS
Additional comments on verification process (if applicable): N/A

Address: 1611-1619 Valle Vista Boulevard
PIN(s): 10-10-12-208-021 and 10-10-12-208-022
Location Description: Pekin, Illinois 61554
Legal Description: Sunset Hills Extension 11 Lot 1 and 2

Description of the Land
Area (Acres): Area (SF): 63,292

Describe relevant site details below:
The site is irregular shaped and has a level topography. Located near the intersection of Court Street and Valle Vista Boulevard.

The following utilities and services are available to this site:
Electricity ☒ Water ☒
Gas ☒ Sanitary Sewer ☒
Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
Two attached buildings. Primary building is block and lava rock multi-tenant building. Metal building attached by canopy to primary building. Gross building area is 18,472 square feet and the building was built in 1963.

Describe relevant site improvement details below:
Parking lot

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):
The property is currently listed for sale with an asking price of $599,000.

Comparable Sale No.:	L-1
Seller:	WDG Properties, LLC
Purchaser:	Sumer Holdings, LLC
Sale Date:	December, 2012
County:	Tazewell
Deed Type: Warranty Deed	Document Number: 201226673
Verified Sale Price:	$243,936
Unit Price (if applicable):	$4.00 per SF of Land Area
Zoning:	B1 Local Business
Highest and Best Use:	Office Development
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: William Griffin (seller)
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (09/2013)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (09/2013)
Secondary data sources used to verify this sale: Public Records
Additional comments on verification process (if applicable): NA

Address: SE Corner of Griffin Avenue and Barney Avenue
PIN(s): 11-11-07-107-012 (now 11-11-07-107-019)
Location Description: Pekin, Illinois 61554
Legal Description: Pekin Plaza #4 Final Plat Lot 24 and westerly 10 feet of Lot 23

Description of the Land
Area (Acres): Area (SF): 60,984

Describe relevant site details below:
The site is located on the southeast corner of Griffin and Barney. The site is irregular shaped and has a level topography.

The following utilities and services are available to this site:
Electricity ☒ Water ☒
Gas ☒ Sanitary Sewer ☒
Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
None

Describe relevant site improvement details below:
None

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

Comparable Sale No.:	L-2
Seller:	Daniel J. Elias Memorial Foundation
Purchaser:	Brandon Dean
Sale Date:	April, 2015
County:	Peoria
Deed Type:	Special Warranty Deed — Document Number: 2015007997
Verified Sale Price:	$127,000
Unit Price (if applicable):	$2.09 per SF of Land Area
Zoning:	I1 Industrial/Business Park District
Highest and Best Use:	Light Industrial Development
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: NA
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (04/2015)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (09/2015)
Secondary data sources used to verify this sale: Public Records
Additional comments on verification process (if applicable):

Address: Olympia Drive
PIN(s): 14-05-403-003 and 14-05-403-012 (now 14-05-403-017)
Location Description: Peoria, Illinois 61615
Legal Description: Mt. Hawley Industrial Park Section 2 Lot 17 and South 1/2 of Lot 18

Description of the Land

Area (Acres): Area (SF): 60,732

Describe relevant site details below:
The site is a rectangular shaped tract of land located in Mt. Hawley Industrial Park. The site has a level topography.

The following utilities and services are available to this site:
Electricity ☒ Water ☒
Gas ☒ Sanitary Sewer ☒
Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
None

Describe relevant site improvement details below:
None

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):
The property was purchased for construction of a multi-tenant office-warehouse-shop building.

Comparable Sale No.:	L-3
Seller:	Chicago Title Land Trust Company
Purchaser:	KW-BB Illinois, LLC
Sale Date:	February, 2015
County:	Peoria
Deed Type: Trustee Deed	Document Number: 2015006076
Verified Sale Price:	$288,392
Unit Price (if applicable):	$1.15 per SF of Land Area
Zoning:	I1 Industrial
Highest and Best Use:	Light Industrial Development
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: N/A
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (09/2015)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (09/2015)
Secondary data sources used to verify this sale: Public Records, MLS
Additional comments on verification process (if applicable): N/A

Address: Bosch Road
PIN(s): 17-14-152-013
Location Description: Peoria, Illinois 61607
Legal Description: Metes and Bounds Description

Description of the Land

Area (Acres): Area (SF): 251,441

Describe relevant site details below:
The site is a rectangular shaped tract of land located on the east side of Bosch Road. The site has a level topography.

The following utilities and services are available to this site:

Electricity	☒	Water	☒
Gas	☒	Sanitary Sewer	☒

Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

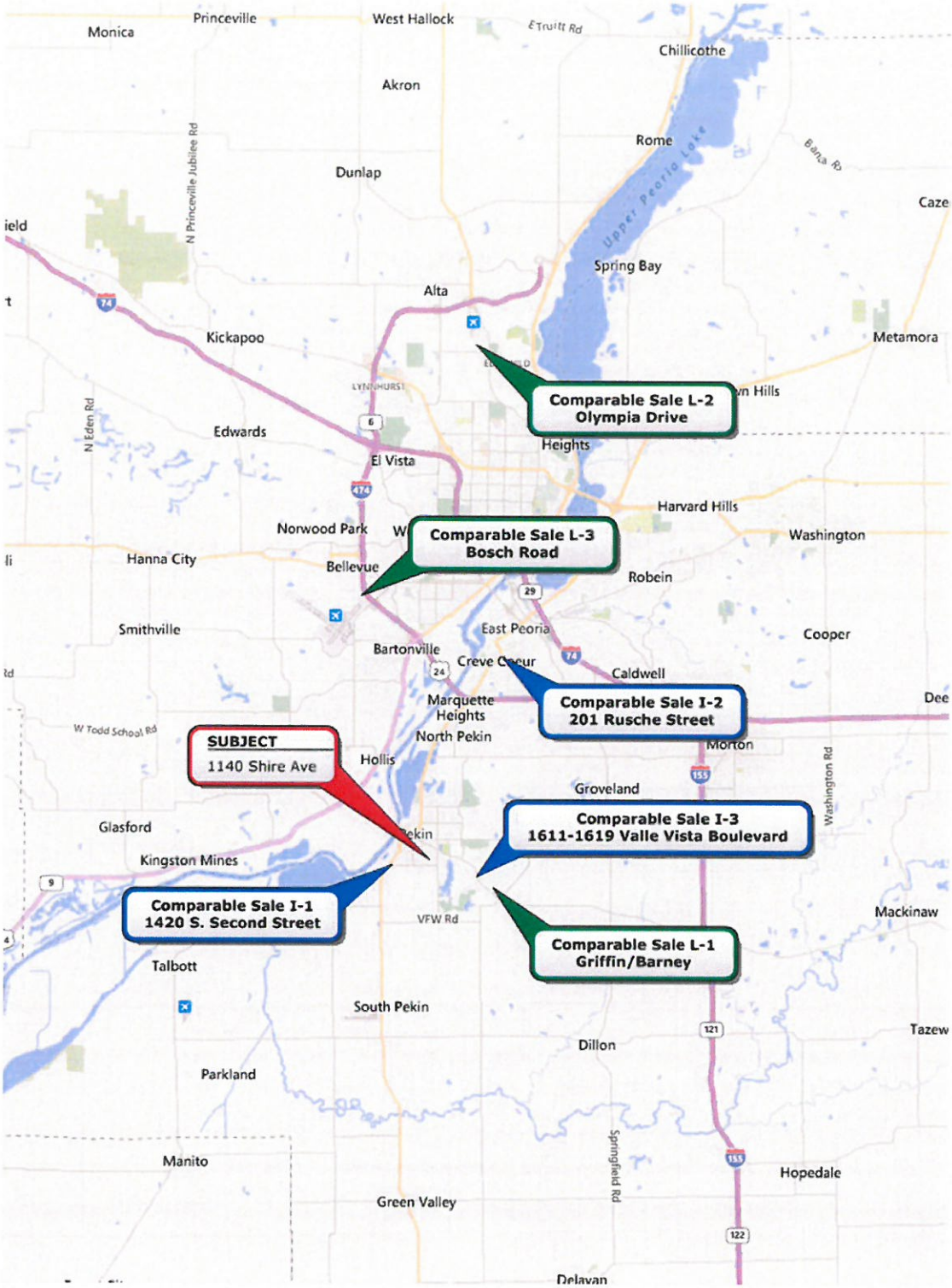
Description of the Improvements (if applicable)

Describe relevant building improvement details below:
None

Describe relevant site improvement details below:
None

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):


Comparable Sale L-2
Olympia Drive
Comparable Sale L-3
Bosch Road
Comparable Sale I-2
201 Rusche Street
SUBJECT
1140 Shire Ave
Comparable Sale I-3
1611-1619 Valle Vista Boulevard
Comparable Sale I-1
1420 S. Second Street
Comparable Sale L-1
Griffin/Barney
Monica
Princeville
West Hallock
Chillicothe
Akron
Rome
Dunlap
Spring Bay
Alta
Kickapoo
Metamora
Edwards
El Vista
Harvard Hills
Norwood Park
Washington
Hanna City
Bellevue
Robein
Smithville
East Peoria
Cooper
Bartonville
Creve Coeur
Caldwell
Marquette Heights
North Pekin
Morton
Hollis
Groveland
Glasford
Kingston Mines
Mackinaw
Talbott
South Pekin
Tazew
Dillon
Parkland
Manito
Hopedale
Green Valley
Upper Peoria Lake
N Princeville Jubilee Rd
N Eden Rd
W Todd School Rd
VFW Rd
Washington Rd
Springfield Rd
Banta Rd
E Truitt Rd

APPRAISER CERTIFICATION

In accordance with USPAP, I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

As required by the Client, I further certify that:

- I have afforded the property owner(s) or their designated representative the opportunity to accompany me at the time of inspection.
- I have made a personal field inspection of the comparable sales relied upon in this appraisal report.
- The subject and comparable sales relied upon in preparing this appraisal were as represented by the photographs contained within the report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24, as well as the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.
- I understand this report may be used in connection with the acquisition of right of way for a highway to be constructed by the State of Illinois with its funds and/or with the assistance of Federal-aid highway funds, or other Federal funds.
- I have prepared this appraisal in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established laws of Illinois.
- I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.
- Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in opining on the value of the property before the taking. Any decrease or increase in value caused by the actual acquisition of a part of the property was considered in opining on the value of the remainder after the taking. This statement is in compliance with 49 CFR 24.103(b) as well as IDOT's Land Acquisition Policies and Procedures Manual.
- I have not revealed the findings of this appraisal to anyone other than the Client, and that I will not do so until authorized by the Client or until I am required to do so by law, or until I am released from this obligation by having publicly testified to these findings.
- The comments by the licensed real estate appraiser contained within this appraisal report on the condition of the property do not address "standards of practice" as defined in the Home Inspector License Act [225 ILCS 441] and 68 Ill. Adm. Code 1410 and are not to be considered a home inspection or home inspection report.
- My opinion of the fair market value of the part taken and net damage to the remainder, if any, as of the effective date of this appraisal is $5,300 based upon my independent appraisal and the exercise of my professional judgment.

Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Randall L. Neff

Appraiser Signature

Appraiser Name: Randall L. Neff, SRA

License Type: Certified General Real Estate Appraiser

IL License # 553.001153 Expires: 09/30/2017

I further certify that to the best of my knowledge and belief:

The reported, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.

As of the date of the appraisal, I, Randall L. Neff, SRA, have completed the requirements of the continuing education program of the Appraisal Institute.

ASSUMPTIONS, LIMITING CONDITIONS, AND/OR HYPOTHETICAL CONDITIONS

The value of the property is based on a hypothetical condition and an extraordinary assumption. The value of the remainder is a value of the property assuming the project improvements are complete. In addition, the value of the remainder is based on the assumption the project is being constructed as proposed.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless a non-conformity has been stated, defined and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, proposed partitioning of the property, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

12. The appraisal may not be used for any purpose other than the intended use described in the report, or by any person not named as a client or intended user. A party receiving a copy of the report does not, as a consequence, become a party to the appraiser-client relationship, or automatically become an intended user of the appraisal.

13. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

14. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, new sales, or other media without the prior written consent and approval of the appraiser.

15. In this appraisal assignment, the existence of potentially hazardous material, used in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam insulation, asbestos, radon gas, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by me; nor do I have knowledge of the existence of such materials on or in the property. The appraiser; however, is not qualified to detect such substances. The existence of urea-formaldehyde foam insulation, asbestos, radon gas, or other potentially hazardous waste material may have an effect on the value of the property. The client is urged to retain an expert in this field if desired.

16. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

17. The appraiser is not qualified to render an opinion as to the operating condition, adequacy or quality of mechanical equipment or other physical component of the building. All mechanical equipment is assumed to be adequate for the proposed building and in operating condition unless stated otherwise. It should be clearly understood that the appraiser is not a building inspector, structural engineer or architect.

18. Personal property is not included in the final value opinion.

Owner	Weeks, Raymond K and Lori M.
Address	1140 Shire Ave
	Pekin, IL 61554
County	Tazewell
Parcel No.	001
P.I.N. No.	04-10-02-312-016
Section	Cambridge and Shire Drainage Improvements
Station	19+48
Station	22+50

PERMANENT EASEMENT
(Individual)

Weeks, Raymond K and Lori M., Married (Grantor), of the County of Tazewell and State of Illinois, for and in consideration of Dollars ($), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the People of the City of Pekin, (Grantee), a permanent easement for the purpose of conveyance of sewer and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does not possess rights of Homestead in the premises.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for conveyance of sewer purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2016.

Proposed Permanent Storm Sewer Description

A part of the Northeast Quarter of the Southwest Quarter of Section 2 and part of Lot 54 of Svendsens Second Addition to the City of Pekin, as recorded in Plat Book "M", Page 65 at the Tazewell County Recorder's Office, both being in Section 2, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the southwest corner of Lot 54 in said Svendsens Second Addition to the City of Pekin; said point also being the intersection of the existing south right of way line of Stratford Avenue and the existing east right of way line of Shire Avenue, as the Point of Beginning: thence North 00 degrees 46 minutes 51 seconds West (bearings are assumed for descriptive purposes only) along the west line of said Lot 54, said line also being said existing east right of way line of Shire Avenue, a distance 20.00 feet; thence South 89 degrees 55 minutes 01 second East, parallel with the south line of said Lot 54, a distance of 265.88 feet to a point on the westerly line of an alley in Pekin Gardens, as recorded in Plat Book "G", Page 56 at said Tazewell County Recorder's Office, said line also being the easterly right of way line of the abandoned Illinois Central Gulf Railroad; thence in a southwesterly direction along a curve to the left with a radius of 2295.33 feet and an arc length of 22.03 feet and being subtended by a chord bearing South 10 degrees 15 minutes 17 seconds West, a distance of 20.32 feet, said curve also being said westerly line of said alley and said easterly right of way line of the abandoned Illinois Central Gulf Railroad; thence North 89 degrees 55 minutes 01 second West, along said south line of Lot 54 extended, a distance of 261.99 feet to the Point of Beginning and containing 5,278 square feet, more or less, or 0.121 acres, more or less.

By: _____
Signature

Raymond K. Weeks
Print Name

By: _____
Signature

Lori M. Weeks
Print Name

State of)
) ss
County of)

This instrument was acknowledged before me on _____
by _____

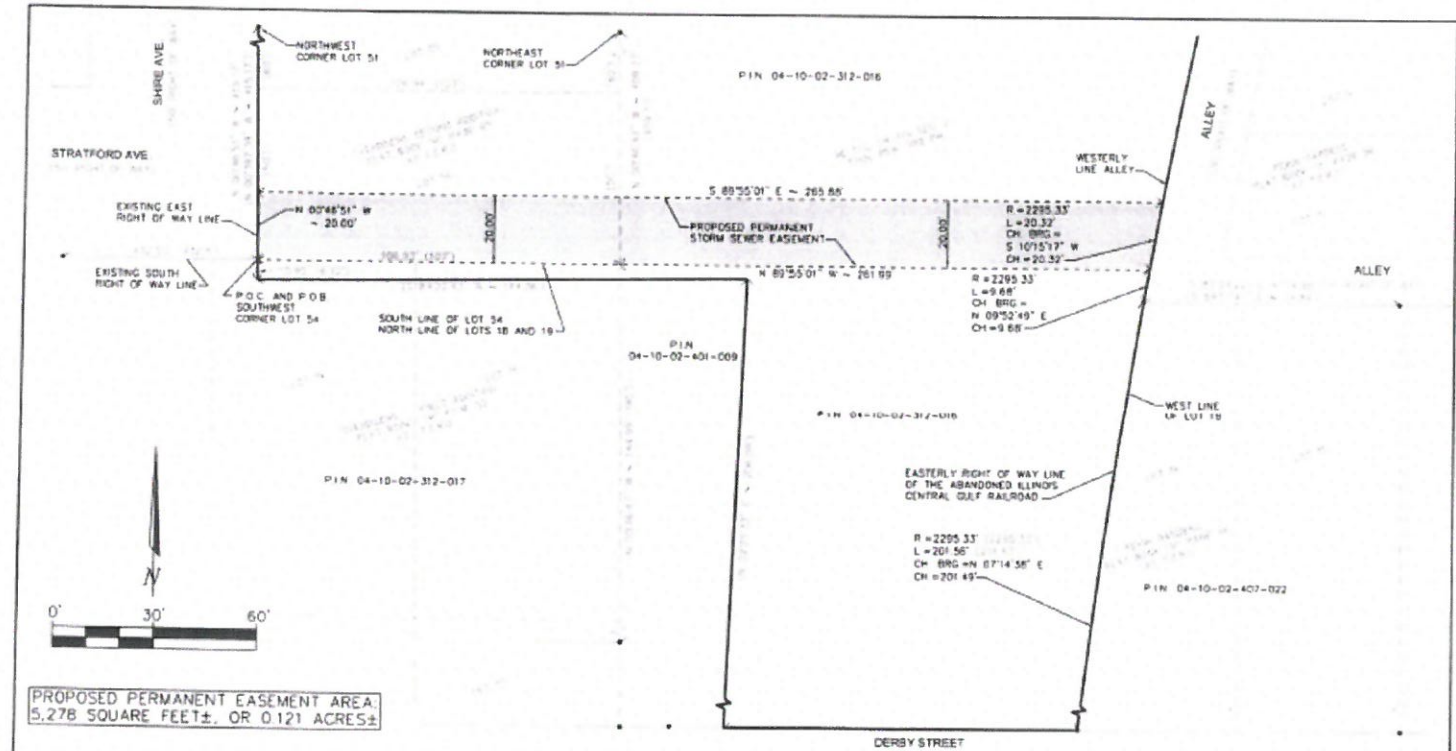
(SEAL)

_____
Notary Public

My Commission Expires: _____

This instrument was prepared by and after recording return to:

City of Pekin
ATTN. Public Works Department



PROPOSED PERMANENT EASEMENT AREA:
5,278 SQUARE FEET±, OR 0.121 ACRES±

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

WE, MIDWEST ENGINEERING ASSOCIATES, INC., BEING PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY STATE THAT WE HAVE PREPARED THE ATTACHED PERMANENT STORM SEWER EASEMENT PLAT, SAID EASEMENT BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING PART OF LOT 54 IN SVENDSEN'S SECOND ADDITION TO THE CITY OF PEKIN, TAZEWELL COUNTY ILLINOIS AND THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PLAT DRAWN TO A SCALE OF ONE INCH EQUALS THIRTY FEET (1"=30')

DATED THIS 11TH DAY OF NOVEMBER 2015

BY

MIDWEST ENGINEERING ASSOCIATES, INC
BRYAN W. HARTMAN
ILLINOIS PROFESSIONAL LAND SURVEYOR #3677
MY LICENSE EXPIRES 11/30/2016

STATE OF ILLINOIS
BRYAN W. HARTMAN
3677
EAST PEORIA
ILLINOIS
PROFESSIONAL LAND SURVEYOR

LEGEND

- ● – FOUND IRON ROD/PIPE
- P.O.C – POINT OF COMMENCEMENT
- P.O.B – POINT OF BEGINNING
- T.C.R.O – TAZEWELL COUNTY RECORDER'S OFFICE
- P.I.N – PARCEL IDENTIFICATION NUMBER
- N 00°48'51" W ~ 415.17' – MEASURED BEARING AND DISTANCE
- – RECORD BEARING AND DISTANCE
- – LOT LINE
- – EXISTING RIGHT OF WAY LINE
- – PROPOSED PERMANENT EASEMENT LINE
- – BOUNDARY LINE
- – PROPOSED PERMANENT EASEMENT

MW
Midwest Engineering Associates, Inc.
145 E. Washington Street
East Peoria, Illinois 61611
309.222.9000
www.mwaeinc.com
IL Design Firm Reg. No. 184.005690

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING PART OF LOT 54 IN SVENDSEN'S SECOND ADDITION TO THE CITY OF PEKIN, TAZEWELL COUNTY ILLINOIS

PERMANENT STORM SEWER EASEMENT FOR CITY OF PEKIN, ILLINOIS

Drawn	BWH	11/09/2015
Checked	CJD	11/09/2015
Approved	BWH	11/09/2015
PROJECT NUMBER	20120057	
FIGURE NUMBER	1	

Owner	Weeks, Raymond K. and Lori M.
Address	1140 Shire Ave
	Pekin, IL 61554
County	Tazewell
Parcel No.	001
P.I.N. No.	04-10-02-404-022
Project No.	Cambridge and Shire Drainage Improvements
Station	22+50
Station	25+00

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

Weeks, Raymond K. and Lori M., married (Grantor), of the County of Tazewell and State of Illinois, for and in consideration of Dollars ($), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of conveyance of sewer and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate one (1) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2011.

By: _____ By: _____

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name

State of)
) ss
County of)

This instrument was acknowledged before me on _____
by _____ .

(SEAL)

_____
Notary Public

My Commission Expires:_____

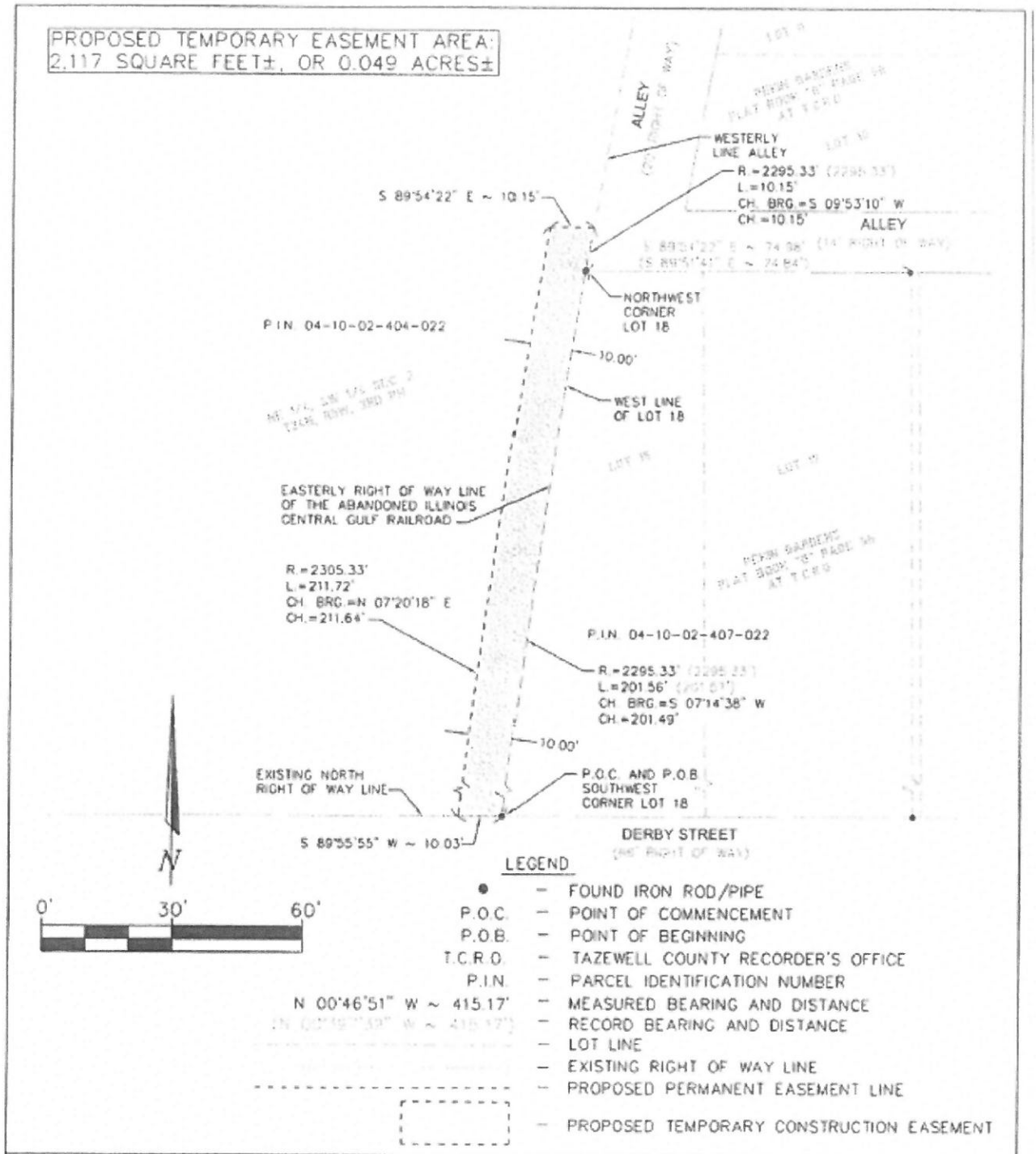
This instrument was prepared by and after recording return to:

City of Pekin
ATTN: Public Works Department

Proposed Temporary Construction Easement Description

A part of the Northeast Quarter of the Southwest Quarter of Section 2, Township 24 North, Range 5 West of the Third Principal, Tazewell County Illinois and being more particularly described as follows:

Commencing at the southwest corner of Lot 18 in Pekin Gardens, recorded in Plat Book "G", Page 56 at the Tazewell County Recorder's Office, said point also being the intersection of the north right of way line of Derby Street and the easterly right of way line of the abandoned Illinois Central Gulf Railroad, as the Point of Beginning: Thence South 89 degrees 55 minutes 55 seconds West (bearings are for descriptive purposes only), along said north right of way line, a distance of 10.03 feet; thence in a northeasterly direction along a curve to the right, having a radius of 2305.33 feet and an arc length of 211.72 feet and being subtended by a chord bearing North 07 degrees 20 minutes 18 seconds East, a distance of 211.64 feet, said curve being 10.00 feet radially distant to and parallel with said easterly right of way line; thence South 89 degrees 54 minutes 22 seconds East, a distance of 10.15 feet to the westerly line of an alley in said Pekin Gardens; thence in a southwesterly direction along a curve to the left, having a radius of 2295.33 feet and an arc length of 10.15 feet, and being subtended by a chord bearing South 09 degrees 53 minutes 10 seconds West, a distance of 10.15 feet to the northwest corner of said Lot 18; thence continuing on a southwesterly directions along a curve to the left, having a radius of 2295.33 feet and an arc length of 201.56 feet, and being subtended by a chord bearing South 07 degrees 14 minutes 38 seconds West, a distance of 201.49 feet to the point of Beginning and containing 2,117 square feet, more or less, or 0.049 acres, more or less.



MW
Midwest Engineering Associates, Inc.

142 E. Washington Street
East Peoria, Illinois 61611
309.222.6000
www.mwei.com

IL Design Firm Reg. No. 184-005832

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT FOR CITY OF PEKIN, ILLINOIS

Drawn:	BWH	11/09/2015
Checked:	CJD	11/09/2015
Approved:	BWH	11/09/2015
PROJECT NUMBER	20120057	
FIGURE NUMBER	1	

REQUEST FOR COUNCIL ACTION

To: Council and Interim City Manager

CC: City Clerk

From: Michael Guerra, City Engineer

AGENDA ITEM: Land Acquisition to Purchase Easements for Cambridge and Shire Drainage Improvements

AGENDA DATE REQUESTED: October 10, 2016

ACTION REQUESTED: To purchase the permanent easement and temporary easement from Raymond and Lori Weeks for the Cambridge and Shire Drainage Improvement Project.

DESCRIPTION: This request is for the purchase of a permanent easement and temporary easement to construct the storm water sewer across the Weeks property located at 1140 Shire Street, Pekin, IL 61554. This sewer is part of the drainage improvements for the Cambridge and Shire intersections and will connect them to the proposed detention pond. These easements are needed so that the project can be let for bid.

Negotiations with the Weeks began in March of this year discussing the project. An appraisal was performed on the property by an IDOT approved appraiser who valued the permanent easement at $5,000 and the temporary easement at $300. During final negotiations Mr. Weeks request damages from loss rent revenue that he was receiving from utilization from part of his property that is needed for the easements. He was agreeable to receiving approximately three months of rent valued at $1000 in damages compensation bring the total purchase price of the easements to $6,300.

HISTORY:
The Cambridge and Shire intersection has experienced flooding dating back to the 1950's. In order to resolve the flooding issue the City commissioned a storm water study on the drainage area. It was discovered that due to configuration of the piping the only solution to lessen the amount of flooding was storage for detaining the storm water until the remainder of the system had capacity to allow for drainage from this area. From this a site was selected and purchased for the location of a storage pond where new storm sewers would be constructed to connect the improvement at Cambridge and Shire to lessen the flooding. With this easement construction plans can be let to begin construction this fall or next Spring.

- June 25, 2012 Council approved an study of the drainage basin for Cambridge and Shire
- January 28, 2013 Recommendations are presented to Council for improvements
- March 2013 Final report was issued with Council's direction to try to locate a piece of property for the construction of a detention pond
- March 2013-October 2014 Several sites were reviewed
- October 14, 2014 Layne Property on Derby was selected as a suitable location for detention pond and approved for purchase by Council
- October 2014- March 2016 final design was being completed
- March 2016 until now – land acquisition

FINANCIAL IMPACT: $6,300 in Storm Water Funding

NEIGHBORHOOD CONCERNS: Flooding of street and yards from heavy rain

IMPACT IF APPROVED: The easement will be purchased and project will be let for construction

IMPACT IF DENIED: Without the easement the project cannot advance to construction

ALTERNATIVES: none

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

	A Prosperous Community. To promote and sustain a balanced economy that supports

	expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
X	**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: 10/05/16

Finance Department (Certification of Availability of Funds) Date: 10/05/16

Corporation Counsel: Date: 10/05/16

Interim City Manager: Date: 10/05/16

Owner	Weeks, Raymond K and Lori M.
Address	1140 Shire Ave
	Pekin, IL 61554
County	Tazewell
Parcel No.	001
P.I.N. No.	04-10-02-312-016
Section	Cambridge and Shire Drainage Improvements
Station	19+48
Station	22+50

PERMANENT EASEMENT
(Individual)

Weeks, Raymond K and Lori M., Married (Grantor), of the County of Tazewell and State of Illinois, for and in consideration of Five Thousand Dollars Dollars ($6,000), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the People of the City of Pekin, (Grantee), a permanent easement for the purpose of conveyance of sewer and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does not possess rights of Homestead in the premises.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for conveyance of sewer purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2016.

By: _____
Signature

Raymond K. Weeks
Print Name

By: _____
Signature

Lori M. Weeks
Print Name

State of)
) ss
County of)

This instrument was acknowledged before me on _____
by _____ .

(SEAL)

_____
Notary Public

My Commission Expires:_____

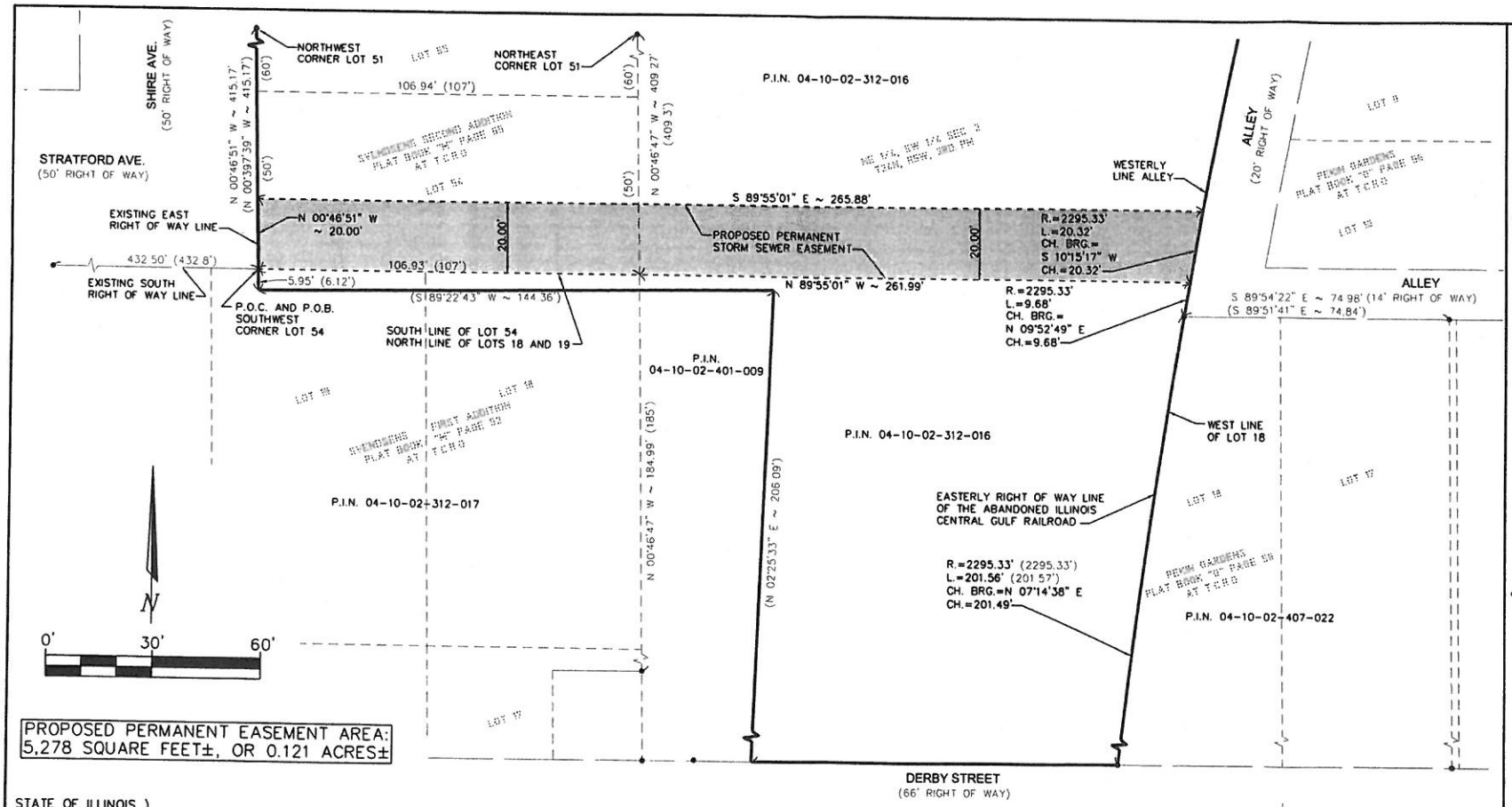
This instrument was prepared by and after recording return to:

City of Pekin
ATTN: Public Works Department

Proposed Permanent Storm Sewer Description

A part of the Northeast Quarter of the Southwest Quarter of Section 2 and part of Lot 54 of Svendsens Second Addition to the City of Pekin, as recorded in Plat Book "M", Page 65 at the Tazewell County Recorder's Office, both being in Section 2, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the southwest corner of Lot 54 in said Svendsens Second Addition to the City of Pekin; said point also being the intersection of the existing south right of way line of Stratford Avenue and the existing east right of way line of Shire Avenue, as the Point of Beginning: thence North 00 degrees 46 minutes 51 seconds West (bearings are assumed for descriptive purposes only) along the west line of said Lot 54, said line also being said existing east right of way line of Shire Avenue, a distance 20.00 feet; thence South 89 degrees 55 minutes 01 second East, parallel with the south line of said Lot 54, a distance of 265.88 feet to a point on the westerly line of an alley in Pekin Gardens, as recorded in Plat Book "G", Page 56 at said Tazewell County Recorder's Office, said line also being the easterly right of way line of the abandoned Illinois Central Gulf Railroad; thence in a southwesterly direction along a curve to the left with a radius of 2295.33 feet and an arc length of 22.03 feet and being subtended by a chord bearing South 10 degrees 15 minutes 17 seconds West, a distance of 20.32 feet, said curve also being said westerly line of said alley and said easterly right of way line of the abandoned Illinois Central Gulf Railroad; thence North 89 degrees 55 minutes 01 second West, along said south line of Lot 54 extended, a distance of 261.99 feet to the Point of Beginning and containing 5,278 square feet, more or less, or 0.121 acres, more or less.



PROPOSED PERMANENT EASEMENT AREA:
5,278 SQUARE FEET±, OR 0.121 ACRES±

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

WE, MIDWEST ENGINEERING ASSOCIATES, INC., BEING PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY STATE THAT WE HAVE PREPARED THE ATTACHED PERMANENT STORM SEWER EASEMENT PLAT, SAID EASEMENT BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING PART OF LOT 54 IN SVENDSENS SECOND ADDITION TO THE CITY OF PEKIN, TAZEWELL COUNTY ILLINOIS. AND THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PLAT DRAWN TO A SCALE OF ONE INCH EQUALS THIRTY FEET (1"=30').

DATED THIS 11TH DAY OF NOVEMBER, 2015.

BY: _____
MIDWEST ENGINEERING ASSOCIATES, INC.
BRYAN W. HARTMAN
ILLINOIS PROFESSIONAL LAND SURVEYOR #3677
MY LICENSE EXPIRES: 11/30/2016

STATE OF ILLINOIS
BRYAN W. HARTMAN
3677
EAST PEORIA
ILLINOIS
PROFESSIONAL LAND SURVEYOR

LEGEND

●	–	FOUND IRON ROD/PIPE
P.O.C.	–	POINT OF COMMENCEMENT
P.O.B.	–	POINT OF BEGINNING
T.C.R.O.	–	TAZEWELL COUNTY RECORDER'S OFFICE
P.I.N.	–	PARCEL IDENTIFICATION NUMBER
N 00°46'51" W ~ 415.17'	–	MEASURED BEARING AND DISTANCE
(N 00°39'39" W ~ 415.17')	–	RECORD BEARING AND DISTANCE
	–	LOT LINE
	–	EXISTING RIGHT OF WAY LINE
	–	PROPOSED PERMANENT EASEMENT LINE
	–	BOUNDARY LINE
	–	PROPOSED PERMANENT EASEMENT

MW
Midwest Engineering Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61611
309.222.8600
www.mweainc.com
IL Design Firm Reg. No. 184-005898

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING PART OF LOT 54 IN SVENDSENS SECOND ADDITION TO THE CITY OF PEKIN, TAZEWELL COUNTY ILLINOIS

PERMANENT STORM SEWER EASEMENT FOR CITY OF PEKIN, ILLINOIS

Drawn:	BWH	11/09/2015
Checked:	CJD	11/09/2015
Approved:	BWH	11/09/2015
PROJECT NUMBER	20120057	
FIGURE NUMBER	1	

S:\ENGINEERING\PROJECTS\PEKIN, CITY OF\20120057 CAMBRIDGE AND SHIRE DRAINAGE STUDY\400 CAD\408_SURVEY\STORM SEWER EASEMENT.DWG 11/9/2015 4:37 PM

Owner	Weeks, Raymond K. and Lori M.
Address	1140 Shire Ave Pekin, IL 61554
County	Tazewell
Parcel No.	001
P.I.N. No.	04-10-02-404-022
Project No.	Cambridge and Shire Drainage Improvements
Station	22+50
Station	25+00

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

Weeks, Raymond K. and Lori M., married (Grantor), of the County of Tazewell and State of Illinois, for and in consideration of Three Hundred Dollars ($300), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the City of Pekin, (Grantee), a temporary construction easement for the purpose of conveyance of sewer and other roadway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate one (1) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2016.

By: _____ By: _____

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name

State of)
) ss
County of)

This instrument was acknowledged before me on _____
by _____ .

(SEAL)

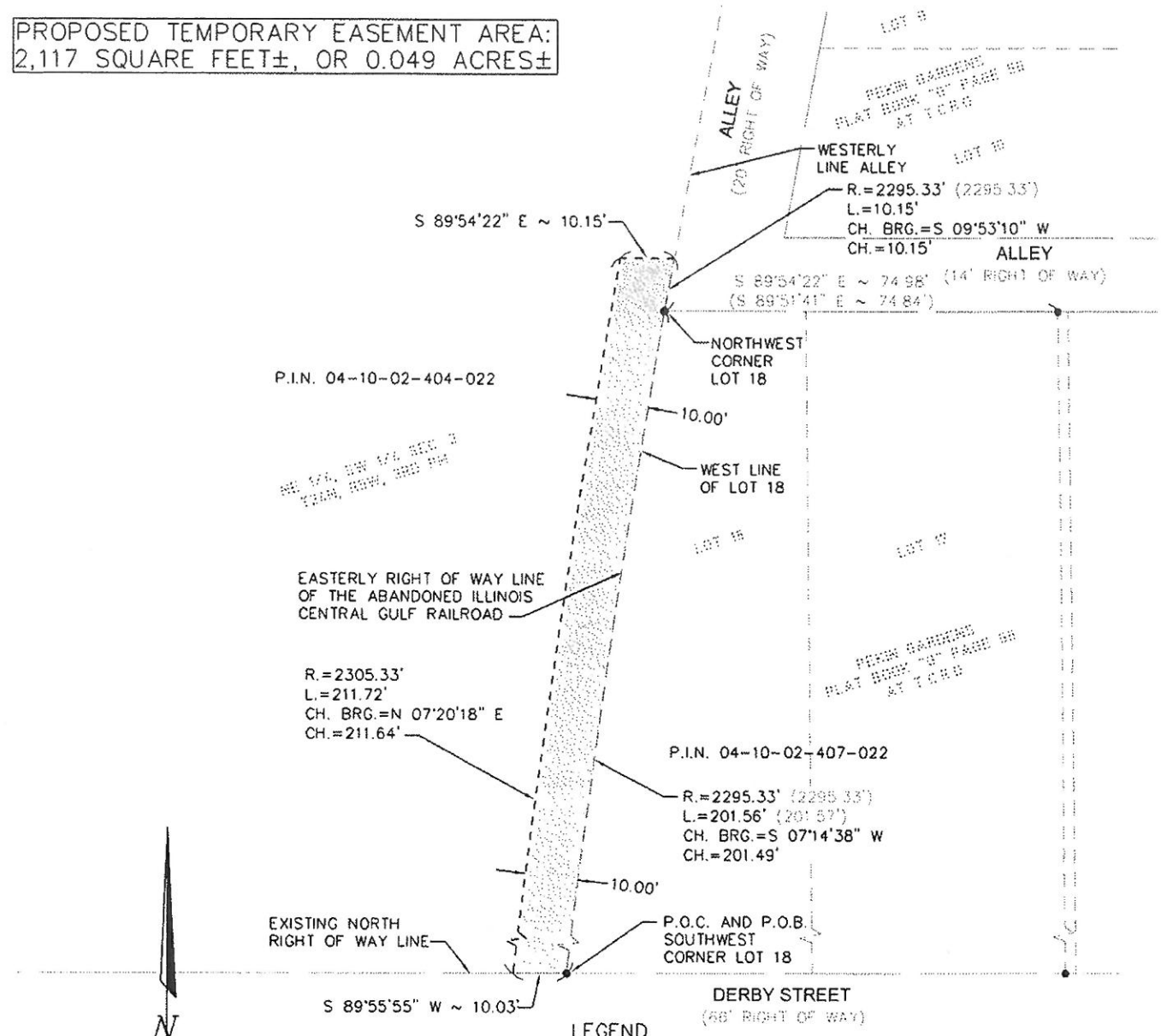
_____
Notary Public

My Commission Expires:_____

This instrument was prepared by and after recording return to:

City of Pekin
ATTN: Public Works Department

PROPOSED TEMPORARY EASEMENT AREA:
2,117 SQUARE FEET±, OR 0.049 ACRES±



LEGEND

●	–	FOUND IRON ROD/PIPE
P.O.C.	–	POINT OF COMMENCEMENT
P.O.B.	–	POINT OF BEGINNING
T.C.R.O.	–	TAZEWELL COUNTY RECORDER'S OFFICE
P.I.N.	–	PARCEL IDENTIFICATION NUMBER
N 00°46'51" W ~ 415.17'	–	MEASURED BEARING AND DISTANCE
(N 00°38'39" W ~ 415.17')	–	RECORD BEARING AND DISTANCE
	–	LOT LINE
	–	EXISTING RIGHT OF WAY LINE
	–	PROPOSED PERMANENT EASEMENT LINE
	–	PROPOSED TEMPORARY CONSTRUCTION EASEMENT

MW
Midwest Engineering Associates, Inc.

140 E. Washington Street
East Peoria, Illinois 61611
309.222.8600
www.mweainc.com

IL Design Firm Reg. No. 184-005896

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT FOR CITY OF PEKIN, ILLINOIS

Drawn:	BWH	11/09/2015
Checked:	CJD	11/09/2015
Approved:	BWH	11/09/2015
PROJECT NUMBER	20120057	
FIGURE NUMBER	1	

Proposed Temporary Construction Easement Description

A part of the Northeast Quarter of the Southwest Quarter of Section 2, Township 24 North, Range 5 West of the Third Principal, Tazewell County Illinois and being more particularly described as follows:

Commencing at the southwest corner of Lot 18 in Pekin Gardens, recorded in Plat Book "G", Page 56 at the Tazewell County Recorder's Office, said point also being the intersection of the north right of way line of Derby Street and the easterly right of way line of the abandoned Illinois Central Gulf Railroad, as the Point of Beginning: Thence South 89 degrees 55 minutes 55 seconds West (bearings are for descriptive purposes only), along said north right of way line, a distance of 10.03 feet; thence in a northeasterly direction along a curve to the right, having a radius of 2305.33 feet and an arc length of 211.72 feet and being subtended by a chord bearing North 07 degrees 20 minutes 18 seconds East, a distance of 211.64 feet, said curve being 10.00 feet radially distant to and parallel with said easterly right of way line; thence South 89 degrees 54 minutes 22 seconds East, a distance of 10.15 feet to the westerly line of an alley in said Pekin Gardens; thence in a southwesterly direction along a curve to the left, having a radius of 2295.33 feet and an arc length of 10.15 feet, and being subtended by a chord bearing South 09 degrees 53 minutes 10 seconds West, a distance of 10.15 feet to the northwest corner of said Lot 18; thence continuing on a southwesterly directions along a curve to the left, having a radius of 2295.33 feet and an arc length of 201.56 feet, and being subtended by a chord bearing South 07 degrees 14 minutes 38 seconds West, a distance of 201.49 feet to the point of Beginning and containing 2,117 square feet, more or less, or 0.049 acres, more or less.

Route: _____ Project: Cambridge and Shire Drainage Improv.
Section: _____ Job No.: _____
County: Tazewell Parcel No.: _____

Owner(s): Raymond and Lori Weeks
Address: 1140 Shire Ave
Pekin, IL

Email: N/A

Title VI (Non-Discrimination) _____
Sex: ☐ Male ☐ Female
Home Phone: ( )
Work Phone: (309)
Cell Phone: ( )

Name, Address and Telephone Number of Interested parties:

Negotiator's Certification

(To be completed prior to first contact with Owner)

Negotiator, Michael Guerra, hereby certifies that:

1. Negotiator understands the subject parcels will be used in connection with a city project; and
2. Negotiator has no direct or indirect present or contemplated future personal interest in the subject parcel(s) or in any benefit from the acquisition of such parcel(s).

Dated: March 28, 2016

Negotiator's Signature

Negotiator's Checklist

Yes	N/A	
☐	☐	Later date title commitment ordered.
☐	☒	Status of owner-occupant displacement (individual, family business, farm operation): _____
☐	☒	Letter of notification of relocation assistance and payments to owner-occupant.
☐	☒	Status of tenant-occupant displacement (individual, family business, farm operation): _____ No. of Units _____
☐	☒	If tenants are the only parties displaced, date relocation manager notified: _____
☒	☐	Negotiator's introductory letter and acquisition summary statement prepared.
☒	☐	Neighborhood and site inspection.

Certification of Negotiator's Results

☒ Negotiations successful:

Negotiator's Signature

Michael Guerra, Negotiator, certifies that:

1. The written statement embodies the entire agreement and all considerations agreed upon by the Negotiator and the property owner.
2. The agreement between the parties was reached without: (a) coercion, (b) promises other than those shown in the agreement, or (c) threats of any kind whatsoever by or to either party.

Date Owner signed documents and settlement: _____, 20_____. Total settlement amount: $6,300
Warrant to be forwarded to payees at following address: _____

☐ Negotiations not successful:
Reason: ☐ Unable to agree on compensation for parcel; ☐ Unable to obtain clarification of ownership;
☐ Offer accepted by Owner, but unable to obtain clear title to parcel
Date of referral, if referred for condemnation: _____, 20_____

Results of Initial Meeting with Owner

Date and remarks, if any, of Negotiator's contacts with Owner by telephone to make appointment for first in person meeting with Owner: Raymond Weeks

Documents delivered to Owner:

☐ "Highway Improvements..." and "A Land Owner's Guide..." brochures and conveyance documents presented and explained to Owner.

☐ "Relocation...Program" brochure and other required documents presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Assistance Unit Record (LA 541D)

☐ Delivered by Negotiator, or
☐ Negotiator accompanied by relocation representative, _____, who provided above services, or
☒ N/A – Relocation does not apply.

1. Date of first in person contact with owner: 3/28/16
2. Location of Meeting: Property location
3. Persons present at meeting: Michael Guerra
4. ☒ Verbal offer made in the amount of $5,300
   ☒ Written offer (summary statement) prepared and explained to persons in attendance at the meeting.
5. Remarks about meeting including counter-offers by Owner: Owner asked for time to review the offer

Note: All contacts with the Owner after the initial meeting should include information set forth in paragraphs 1-5 above, if appropriate. Negotiator's signature or initials should be made after each entry about contacts.

The information in this Negotiator's Report will become a part of the project parcel file. The Negotiator should make entries in this Report no later than the Monday after the contacts with the Owner during the preceding week.

Date of Contact	Remarks	Negotiator's Initials
4/8/2016	After brief meeting during the week of 3/28/16, delievered a proposed timeline for the project to Mr. Weeks	MMG
5/2/2016	Recieved apprisial for the permenant and temporary easement for preparation of offer	MMG
8/26/2016	Presented offer for the purchase of permenante and temporary easement in person to Mr. Weeks	MMG
9/6/2016	Called Mr Weeks to discuss the offer. He requested to meet in person next the following week due to work schedule.	MMG
9/21/2016	Meet with Mr Weeks and reviewed the project with him. Walked his property to review concerns of the project included on attached memo. Talked about potiental damages not addressed on appraisal with regards to loss of rent for property. Agreed to offer of 3 months of rent compensation equaling $1000 and to remove fence and level off his property with any excess clean fill from project	MMG

Negotiator's Report (continued)

Job No. _____
Parcel No.

Date of Contact	Remarks	Negotiator's Initials

Illinois Department of Transportation

Valuation Finding Appraisal

Route	N/A	Project	Cambridge and Shire Drainage		☒ Original
Section		Job No.			☐ Supplemental No. ____
County	Tazewell	Parcel	001	Unit	N/A

This report is being prepared under the jurisdiction of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 as amended (Uniform Act) and as regulated by 49 CFR Part 24. In compliance with Standard 2 of USPAP, this is a Restricted Appraisal Report and is intended only for use by the client and not intended for any other users. The intended use of the valuation is to assist the client in acquiring a portion of the subject property as the basis for an offer for the rights to be acquired only. Based on the review of available data, the valuation problem is uncomplicated.

1. Owner's Name, Address and Telephone: Raymond K. and Lori M. Weeks

2. Interview Record: Contact letter sent - no reply

3. Tenant's Name, Address and Telephone: N/A

4. Identification of Property: 1140 Shire Avenue, Pekin, Illinois 61554 (PIN: 04-10-02-312-016)

5. Inspection Date: April 8, 2016 6. By: Randall L. Neff, SRA

7. Zoning: I1, R4 and B3 8. Highest and Best Use: As Improved

9

Area of Whole:	192,970.8 sf	(ac./s.f.)	Existing ROW (Dedication):	N/A	(ac./s.f.)
Total ROW:	N/A	(ac./s.f.)	Permanent Easement:	5,278 sf	(ac./s.f.)
Net New ROW:	N/A	(ac./s.f.)	Temporary Easement:	2,117 sf	(ac./s.f.)
			Area of Remainder:	192,970.8 sf	(ac./s.f.)

10. Sales Considered: See attached

11. Fair Market Value of the Whole Property: $368,000

12. Fair Market Value of Property Acquired (including improvements) as Part of the Whole: $0

13. List Improvements and Type of Land in Taking: Asphalt paving, chain link fence

14. Fair Market Value of the Remainder as Part of the Whole Before Taking: $368,000

15. Fair Market Value of the Remainder After the Taking as will be affected by contemplated improvements: $368,000

16. Damages to the Remainder (including any cost to cure): $0

17. List Items of Damage:

18. Compensation for P.E. (include remarks): $5,000

19. Compensation for T.E. (include remarks): $300

20. **Total Compensation** $5,300

Randall L. Neff	May 2, 2016	Certified General #553.001153	09/30/2017
Randall L. Neff, SRA	Date	Lic. Type & No.	Exp. Date

21. TYPE OF REPORT

The Restricted Appraisal report is a statement of the appraiser's opinions and conclusions. The report may not be understood properly without the supporting data and additional information retained in the appraiser's work file.

22. IDENTIFICATION OF THE CLIENT AND INTENDED USERS

The client of the assignment is the City of Pekin. The only intended users are the client.

23. INTENDED USE OF THE VALUATION

The intended use of the valuation is to assist the client in acquiring a portion of the subject property. The acquired property will be used for the Cambridge and Shire drainage improvement project.

24. TYPE AND DEFINITION OF VALUE

The purpose of this valuation is to estimate the Market Value of the portion of the subject property being acquired and the definition of market value follows:

> **Definition of Market Value:** The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken (Illinois Pattern Jury instructions).

The Uniform Standards of Professional Appraisal Practice require an opinion of exposure time when developing opinions of market value. Exposure time is the length of time the property would have been offered for sale prior to the effective date of appraisal. It is my opinion the exposure time of the subject property is one to two years.

25. EFFECTIVE DATE OF VALUATION/DATE OF REPORT

The effective date of the valuation is April 8, 2016 and the date of the report is May 2, 2016.

26. SCOPE OF WORK

The client requires this appraisal assignment to comply with the Uniform Act and its implementing regulation 49 CFR Part 24, the Uniform Standards of Professional Appraisal Practice (USPAP), IDOT's Land Acquisition Policies and Procedures Manual, and any applicable state laws.

The intended use of the appraisal is to assist the client in acquiring a permanent and temporary easement on the subject property. The appraisal will be used as the basis for an offer for the rights to be acquired. The client is the only intended user of appraisal, as stated above. A copy of the appraisal is given to the property owner as part of Illinois Department of Transportation policy. However, the reader is cautioned the property owner is not an intended user of the appraisal.

In completing the assignment, a systematic procedure in investigating the subject property and market data is followed. The subject property and surrounding market area were viewed on April 8, 2016. However, the property was viewed from the street and access to the building was not available. The property owner was not present on the appointment date. A letter was sent to the property owner offering an opportunity to meet and discuss the project's impact on the subject property. As of the appraisal date, a reply to the letter has not been received.

Market data relative to the market area, subject property, and highest and best use of the property was collected and verified through multiple sources, including the multiple listing service, real estate brokers, public records, buyers and sellers, and other appropriate sources. In this assignment the sales comparison approach is applied. The cost approach is not applied because of the age of the improvements and the income capitalization approach is not applied because of an inadequate amount of rental and capitalization rate data.

In order to estimate the compensation to the owner for the proposed acquisition, sales in the general market area are researched and verified. Both land sales and improved sales are included in the analysis. The descriptions of the comparable sales are attached to this report.

27. FARMLAND PRESERVATION ACT

Preservation Act (pertains to fee takings and permanent easements): CL N/A OC ____ HL ____
PL ____ FL ____ FS ____ RL ____ OL ____

28. STATEMENT OF CONTINGENT OR LIMITING CONDITIONS: ☒ Yes ☐ No If yes, include in report.

29. PERSONAL PROPERTY

Personal property is not located within the proposed acquisition area. Furthermore, personal property is not included in the valuation of the property.

30. HIGHEST AND BEST USE

The present use of the subject is retail. The valuation assignment is not complicated and a brief description of the analysis of the highest and best use of the subject property is as follows:

The highest and best use analysis includes two studies; highest and best use of the property as a vacant site and the highest and best use of the property as improved. The highest and best use study of the property as a vacant site disregards any improvements on the land. In both studies, the ideal improvement is determined. It is my opinion the highest and best use of the property is as improved, retail.

31. SALES AND LISTING HISTORY OF THE PROPERTY

According to public records, the property has not sold during the five year period preceding the effective date of the appraisal. To my knowledge, the property is not currently listed for sale or under contract.

32. DESCRIPTION OF SUBJECT PROPERTY BEFORE ACQUISITION

The subject property is located in a south section of Pekin along Derby Street. The property fronts on Derby Street and Shire Avenue. The immediate area consists of residential uses, retail and light industrial. The property fronts on Derby Street and Shire Avenue. The site is an irregular shaped tract of land with a total land area of 192,970.8 square feet or 4.43 acres. The site has three zoning classifications but most is zoned I-1 Light Industrial. The other two classifications are R4 One Family Residential and B3 General Business.

The site is improved with a single story brick and block retail shop building constructed in 1952. The building is currently occupied by A to Z Rentals. The gross building area of the building is estimated to be 12,276 square feet. The site has surplus land used for exterior storage. Since access to the property was not available, the factual data concerning the building is based on information obtained from public records and from viewing the property from the street.

33. DESCRIPTION OF PART TO BE ACQUIRED

A partial acquisition is not proposed for the property.

34. DESCRIPTION OF SUBJECT PROPERTY (REMAINDER) AFTER ACQUISITION

Since there is no partial acquisition, the remainder property is the same as the whole property.

35. DESCRIPTION OF THE PERMANENT EASEMENT

A permanent easement is proposed for the property. The permanent easement will be located in a south section of the property to the immediate south of the building. The land area is a 20 foot strip of land that extends from Shire Avenue to the east property line. The total land area of the permanent easement is 5,278 square feet.

The land area in the permanent easement is used for parking and a driveway. Chain link fencing and asphalt paving are in the permanent easement area. The purpose of the easement is for conveyance of sewer. A new sewer line will be installed. According to Mr Michael Guerra, City of Pekin Engineer, all asphalt paving or other site improvements damaged during construction will be repaired or replaced. The land area outside of the permanent easement does not suffer damages.

36. DESCRIPTION OF THE TEMPORARY EASEMENT

One temporary easement is proposed for the property. The easement is needed for the purpose of conveyance of sewer and other highway purposes. The easement will terminate one year after the execution of the easement or on the completion of the proposed project, whichever is sooner.

The temporary easement is located in the southeast corner of the property along the east property line. The temporary easement is a rectangular shaped strip of land with a depth of 10 feet. The total land area is 2,117 square feet. Land improvements in the temporary easement include grass. The land area outside of the easement area does not suffer damages because of the temporary easement.

37. VALUATION OF THE PROPERTY

As stated in the scope of work, the sales comparison approach is the only valuation method applied in this assignment. The comparable sales included in the report are analyzed for the valuation of the property.

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	Northeast

Description: Front View of Building

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	Southeast

Description: Front View of Building

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	East

Description: North end of property

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	North

Description: Driveway to property from Derby Street

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	East

Description: Permanent Easement

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	North

Description: Temporary Easement

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	North

Description: Shire Avenue

Date of Photograph:	April 8, 2016
Photograph By:	Randall L. Neff
Camera Facing:	West

Description: Derby Street

Comparable Sale No.:	I-1
Seller:	Uselton Oil Company
Purchaser:	JAF Enterprises LLC
Sale Date:	September, 2015
County:	Tazewell
Deed Type: Warranty Deed	Document Number: 20150001593
Verified Sale Price:	$175,000
Unit Price (if applicable):	$21.90 per SF of Building Area
Zoning:	I-1
Highest and Best Use:	As Improved
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: Eric Heard/Coldwell Banker Commercial
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (04/2016)
Name of appraiser(s) who inspected this sale (date of inspection): Randall Neff (04/2016)
Secondary data sources used to verify this sale: Public Records/MLS
Additional comments on verification process (if applicable): N/A

Address: 1420 S. Second Street
PIN(s): 04-10-03-316-043
Location Description: Pekin, Illinois 61554
Legal Description: Rosedale Addition Lots 45 through 51 (exc. ROW)

Description of the Land
Area (Acres): Area (SF): 35,000

Describe relevant site details below:
Rectangular shaped site located on the east side of South Second Street.

The following utilities and services are available to this site:
Electricity ☒ Water ☒
Gas ☒ Sanitary Sewer ☒
Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
One story brick office-shop building built in 1930. Gross building area is estimated to be 7,990 square feet. Minimal finish on the interior.

Describe relevant site improvement details below:
20,000 gallon underground gasoline tank and canopy.

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):
The property was purchased by an adjacent property owner but according to the real estate broker, the sale price is representative of market. The asking price of the property on the sale date was $195,000.

Comparable Sale No.:	I-2
Seller:	Donald William Ehrett Estate
Purchaser:	Jeffrey and Vickie Pennell
Sale Date:	June, 2013
County:	Tazewell
Deed Type:	Executor Deed — Document Number: 2013000012912
Verified Sale Price:	$450,000
Unit Price (if applicable):	$30.66 per SF of Building Area
Zoning:	B2 General Business
Highest and Best Use:	As Improved
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: NA
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (04/2016)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (04/2016)
Secondary data sources used to verify this sale: Public Records
Additional comments on verification process (if applicable): NA

Address: 201 Rusche Street
PIN(s): 05-05-06-219-002
Location Description: Creve Coeur, Illinois 61610
Legal Description: Rusche Town Center Lot 2

Description of the Land

Area (Acres): Area (SF): 94,961

Describe relevant site details below:
Irregular shaped site located on north side of Rusche. Most of the site has a level topography. Timber is located to the north and west.

The following utilities and services are available to this site:

Electricity	☒	Water	☒
Gas	☒	Sanitary Sewer	☒

Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
A one story metal clad structure originally constructed as a hardware store in 2000. The gross building area is 14,677 square feet.

Describe relevant site improvement details below:

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

Comparable Sale No.:	I-3
Seller:	Tassart Family Trust
Purchaser:	BenMac Properties, LLC
Sale Date:	June, 2015
County:	Tazewell
Deed Type:	Trustee Deed — Document Number: 201500009957
Verified Sale Price:	$328,000
Unit Price (if applicable):	$17.76 per SF of Building Area
Zoning:	B3 General Business
Highest and Best Use:	As Improved
Property Rights Conveyed:	Leased Fee
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: Joe Gehrig/Coldwell Banker Commercial
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (04/2016)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (04/2016)
Secondary data sources used to verify this sale: Public Records, MLS
Additional comments on verification process (if applicable): N/A

Address: 1611-1619 Valle Vista Boulevard
PIN(s): 10-10-12-208-021 and 10-10-12-208-022
Location Description: Pekin, Illinois 61554
Legal Description: Sunset Hills Extension 11 Lot 1 and 2

Description of the Land
Area (Acres): Area (SF): 63,292

Describe relevant site details below:
The site is irregular shaped and has a level topography. Located near the intersection of Court Street and Valle Vista Boulevard.

The following utilities and services are available to this site:
Electricity ☒ Water ☒
Gas ☒ Sanitary Sewer ☒
Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
Two attached buildings. Primary building is block and lava rock multi-tenant building. Metal building attached by canopy to primary building. Gross building area is 18,472 square feet and the building was built in 1963.

Describe relevant site improvement details below:
Parking lot

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):
The property is currently listed for sale with an asking price of $599,000.

Comparable Sale No.:	L-1
Seller:	WDG Properties, LLC
Purchaser:	Sumer Holdings, LLC
Sale Date:	December, 2012
County:	Tazewell
Deed Type: Warranty Deed	Document Number: 201226673
Verified Sale Price:	$243,936
Unit Price (if applicable):	$4.00 per SF of Land Area
Zoning:	B1 Local Business
Highest and Best Use:	Office Development
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: William Griffin (seller)
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (09/2013)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (09/2013)
Secondary data sources used to verify this sale: Public Records
Additional comments on verification process (if applicable): NA

Address: SE Corner of Griffin Avenue and Barney Avenue
PIN(s): 11-11-07-107-012 (now 11-11-07-107-019)
Location Description: Pekin, Illinois 61554
Legal Description: Pekin Plaza #4 Final Plat Lot 24 and westerly 10 feet of Lot 23

Description of the Land
Area (Acres): Area (SF): 60,984

Describe relevant site details below:
The site is located on the southeast corner of Griffin and Barney. The site is irregular shaped and has a level topography.

The following utilities and services are available to this site:
Electricity ☒ Water ☒
Gas ☒ Sanitary Sewer ☒
Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
None

Describe relevant site improvement details below:
None

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

Comparable Sale No.:	L-2
Seller:	Daniel J. Elias Memorial Foundation
Purchaser:	Brandon Dean
Sale Date:	April, 2015
County:	Peoria
Deed Type:	Special Warranty Deed — Document Number: 2015007997
Verified Sale Price:	$127,000
Unit Price (if applicable):	$2.09 per SF of Land Area
Zoning:	I1 Industrial/Business Park District
Highest and Best Use:	Light Industrial Development
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: NA
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (04/2015)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (09/2015)
Secondary data sources used to verify this sale: Public Records
Additional comments on verification process (if applicable):

Address: Olympia Drive
PIN(s): 14-05-403-003 and 14-05-403-012 (now 14-05-403-017)
Location Description: Peoria, Illinois 61615
Legal Description: Mt. Hawley Industrial Park Section 2 Lot 17 and South 1/2 of Lot 18

Description of the Land

Area (Acres): Area (SF): 60,732

Describe relevant site details below:
The site is a rectangular shaped tract of land located in Mt. Hawley Industrial Park. The site has a level topography.

The following utilities and services are available to this site:
Electricity ☒ Water ☒
Gas ☒ Sanitary Sewer ☒
Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

Description of the Improvements (if applicable)

Describe relevant building improvement details below:
None

Describe relevant site improvement details below:
None

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):
The property was purchased for construction of a multi-tenant office-warehouse-shop building.

Comparable Sale No.:	L-3
Seller:	Chicago Title Land Trust Company
Purchaser:	KW-BB Illinois, LLC
Sale Date:	February, 2015
County:	Peoria
Deed Type: Trustee Deed	Document Number: 2015006076
Verified Sale Price:	$288,392
Unit Price (if applicable):	$1.15 per SF of Land Area
Zoning:	I1 Industrial
Highest and Best Use:	Light Industrial Development
Property Rights Conveyed:	Fee Simple
Financing:	Market Financing (or Cash)
Conditions of Sale:	Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: N/A
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (09/2015)
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (09/2015)
Secondary data sources used to verify this sale: Public Records, MLS
Additional comments on verification process (if applicable): N/A

Address: Bosch Road
PIN(s): 17-14-152-013
Location Description: Peoria, Illinois 61607
Legal Description: Metes and Bounds Description

Description of the Land

Area (Acres): Area (SF): 251,441

Describe relevant site details below:
The site is a rectangular shaped tract of land located on the east side of Bosch Road. The site has a level topography.

The following utilities and services are available to this site:

Electricity	☒	Water	☒
Gas	☒	Sanitary Sewer	☒

Comments:

Allocation of Value (if applicable):
Value Allocated to Land
Unit Value of Land Select Dropdown

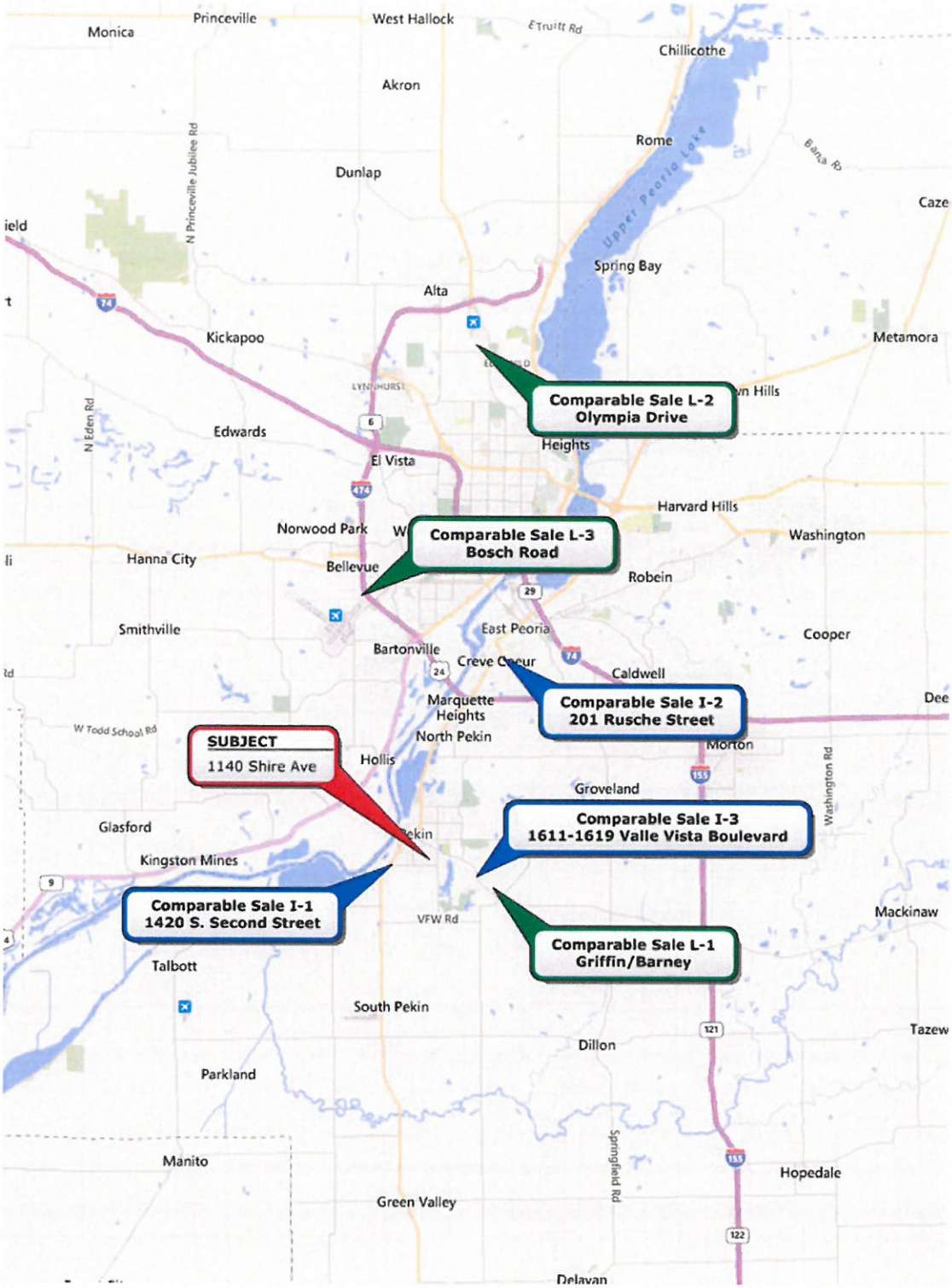
Description of the Improvements (if applicable)

Describe relevant building improvement details below:
None

Describe relevant site improvement details below:
None

Allocation of Value (if applicable):
Value Allocated to Improvements

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):


Comparable Sale L-2
Olympia Drive
Comparable Sale L-3
Bosch Road
Comparable Sale I-2
201 Rusche Street
SUBJECT
1140 Shire Ave
Comparable Sale I-3
1611-1619 Valle Vista Boulevard
Comparable Sale I-1
1420 S. Second Street
Comparable Sale L-1
Griffin/Barney
Monica
Princeville
West Hallock
Chillicothe
Akron
Rome
Dunlap
Spring Bay
Alta
Kickapoo
Metamora
Edwards
El Vista
Harvard Hills
Norwood Park
Washington
Hanna City
Bellevue
Robein
Smithville
East Peoria
Cooper
Bartonville
Creve Coeur
Caldwell
Marquette Heights
North Pekin
Morton
Hollis
Groveland
Glasford
Kingston Mines
Mackinaw
Talbott
South Pekin
Tazew
Dillon
Parkland
Manito
Hopedale
Green Valley
Upper Peoria Lake
N Princeville Jubilee Rd
N Eden Rd
W Todd School Rd
VFW Rd
Washington Rd
Springfield Rd
Banta Rd
E Truitt Rd

APPRAISER CERTIFICATION

In accordance with USPAP, I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

As required by the Client, I further certify that:

- I have afforded the property owner(s) or their designated representative the opportunity to accompany me at the time of inspection.
- I have made a personal field inspection of the comparable sales relied upon in this appraisal report.
- The subject and comparable sales relied upon in preparing this appraisal were as represented by the photographs contained within the report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24, as well as the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.
- I understand this report may be used in connection with the acquisition of right of way for a highway to be constructed by the State of Illinois with its funds and/or with the assistance of Federal-aid highway funds, or other Federal funds.
- I have prepared this appraisal in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established laws of Illinois.
- I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.
- Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in opining on the value of the property before the taking. Any decrease or increase in value caused by the actual acquisition of a part of the property was considered in opining on the value of the remainder after the taking. This statement is in compliance with 49 CFR 24.103(b) as well as IDOT's Land Acquisition Policies and Procedures Manual.
- I have not revealed the findings of this appraisal to anyone other than the Client, and that I will not do so until authorized by the Client or until I am required to do so by law, or until I am released from this obligation by having publicly testified to these findings.
- The comments by the licensed real estate appraiser contained within this appraisal report on the condition of the property do not address "standards of practice" as defined in the Home Inspector License Act [225 ILCS 441] and 68 Ill. Adm. Code 1410 and are not to be considered a home inspection or home inspection report.
- My opinion of the fair market value of the part taken and net damage to the remainder, if any, as of the effective date of this appraisal is $5,300 based upon my independent appraisal and the exercise of my professional judgment.

Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Randall L. Neff

Appraiser Signature

Appraiser Name: Randall L. Neff, SRA

License Type: Certified General Real Estate Appraiser

IL License # 553.001153 Expires: 09/30/2017

I further certify that to the best of my knowledge and belief:

The reported, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.

As of the date of the appraisal, I, Randall L. Neff, SRA, have completed the requirements of the continuing education program of the Appraisal Institute.

ASSUMPTIONS, LIMITING CONDITIONS, AND/OR HYPOTHETICAL CONDITIONS

The value of the property is based on a hypothetical condition and an extraordinary assumption. The value of the remainder is a value of the property assuming the project improvements are complete. In addition, the value of the remainder is based on the assumption the project is being constructed as proposed.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless a non-conformity has been stated, defined and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, proposed partitioning of the property, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

12. The appraisal may not be used for any purpose other than the intended use described in the report, or by any person not named as a client or intended user. A party receiving a copy of the report does not, as a consequence, become a party to the appraiser-client relationship, or automatically become an intended user of the appraisal.

13. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

14. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, new sales, or other media without the prior written consent and approval of the appraiser.

15. In this appraisal assignment, the existence of potentially hazardous material, used in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam insulation, asbestos, radon gas, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by me; nor do I have knowledge of the existence of such materials on or in the property. The appraiser; however, is not qualified to detect such substances. The existence of urea-formaldehyde foam insulation, asbestos, radon gas, or other potentially hazardous waste material may have an effect on the value of the property. The client is urged to retain an expert in this field if desired.

16. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

17. The appraiser is not qualified to render an opinion as to the operating condition, adequacy or quality of mechanical equipment or other physical component of the building. All mechanical equipment is assumed to be adequate for the proposed building and in operating condition unless stated otherwise. It should be clearly understood that the appraiser is not a building inspector, structural engineer or architect.

18. Personal property is not included in the final value opinion.

Owner	Weeks, Raymond K and Lori M.
Address	1140 Shire Ave
	Pekin, IL 61554
County	Tazewell
Parcel No.	001
P.I.N. No.	04-10-02-312-016
Section	Cambridge and Shire Drainage Improvements
Station	19+48
Station	22+50

PERMANENT EASEMENT
(Individual)

Weeks, Raymond K and Lori M., Married (Grantor), of the County of Tazewell and State of Illinois, for and in consideration of Dollars ($), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the People of the City of Pekin, (Grantee), a permanent easement for the purpose of conveyance of sewer and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does not possess rights of Homestead in the premises.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for conveyance of sewer purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2016.

Proposed Permanent Storm Sewer Description

A part of the Northeast Quarter of the Southwest Quarter of Section 2 and part of Lot 54 of Svendsens Second Addition to the City of Pekin, as recorded in Plat Book "M", Page 65 at the Tazewell County Recorder's Office, both being in Section 2, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the southwest corner of Lot 54 in said Svendsens Second Addition to the City of Pekin; said point also being the intersection of the existing south right of way line of Stratford Avenue and the existing east right of way line of Shire Avenue, as the Point of Beginning: thence North 00 degrees 46 minutes 51 seconds West (bearings are assumed for descriptive purposes only) along the west line of said Lot 54, said line also being said existing east right of way line of Shire Avenue, a distance 20.00 feet; thence South 89 degrees 55 minutes 01 second East, parallel with the south line of said Lot 54, a distance of 265.88 feet to a point on the westerly line of an alley in Pekin Gardens, as recorded in Plat Book "G", Page 56 at said Tazewell County Recorder's Office, said line also being the easterly right of way line of the abandoned Illinois Central Gulf Railroad; thence in a southwesterly direction along a curve to the left with a radius of 2295.33 feet and an arc length of 22.03 feet and being subtended by a chord bearing South 10 degrees 15 minutes 17 seconds West, a distance of 20.32 feet, said curve also being said westerly line of said alley and said easterly right of way line of the abandoned Illinois Central Gulf Railroad; thence North 89 degrees 55 minutes 01 second West, along said south line of Lot 54 extended, a distance of 261.99 feet to the Point of Beginning and containing 5,278 square feet, more or less, or 0.121 acres, more or less.

By: _____
Signature

Raymond K. Weeks
Print Name

By: _____
Signature

Lori M. Weeks
Print Name

State of)
) ss
County of)

This instrument was acknowledged before me on _____
by _____

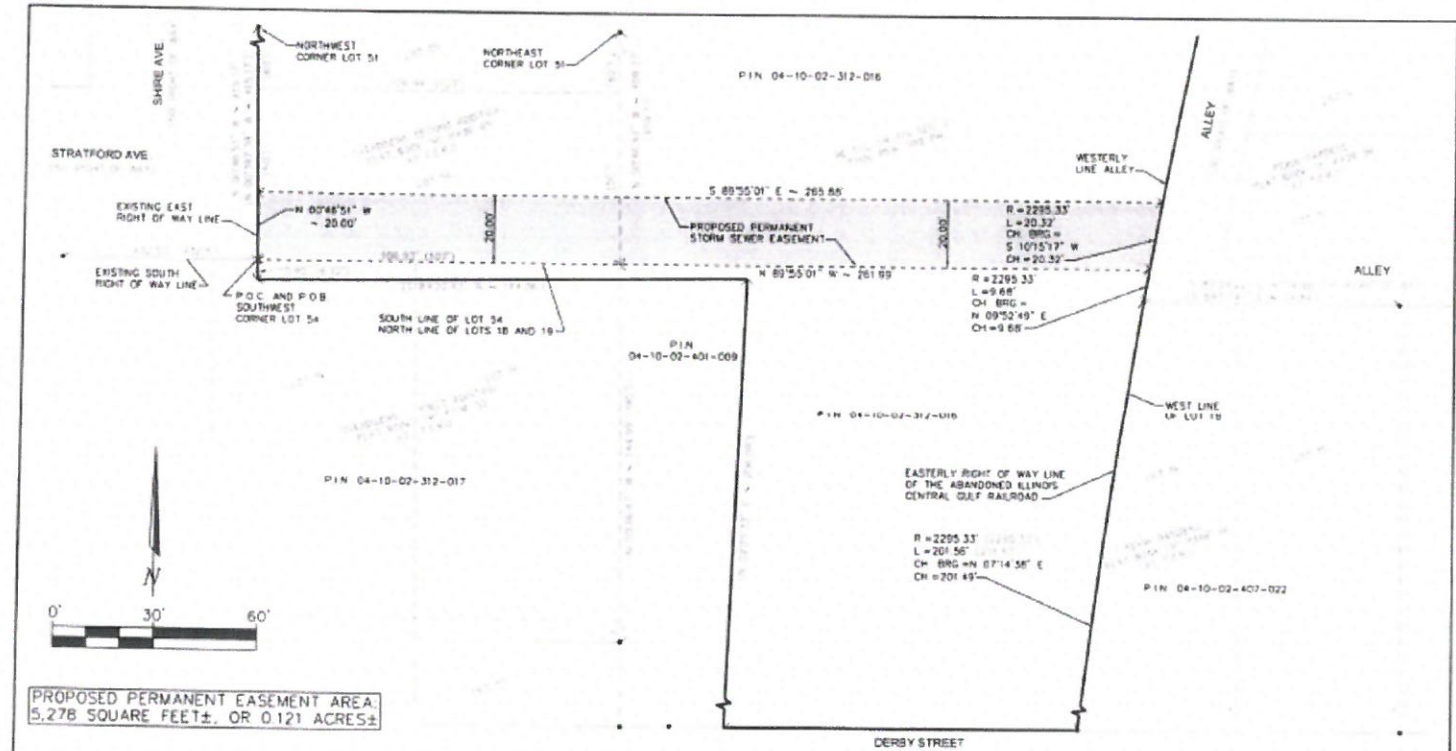
(SEAL)

_____
Notary Public

My Commission Expires: _____

This instrument was prepared by and after recording return to:

City of Pekin
ATTN. Public Works Department



PROPOSED PERMANENT EASEMENT AREA:
5,278 SQUARE FEET±, OR 0.121 ACRES±

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

WE, MIDWEST ENGINEERING ASSOCIATES, INC., BEING PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY STATE THAT WE HAVE PREPARED THE ATTACHED PERMANENT STORM SEWER EASEMENT PLAT, SAID EASEMENT BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING PART OF LOT 54 IN SVENDSEN'S SECOND ADDITION TO THE CITY OF PEKIN, TAZEWELL COUNTY ILLINOIS AND THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PLAT DRAWN TO A SCALE OF ONE INCH EQUALS THIRTY FEET (1"=30')

DATED THIS 11TH DAY OF NOVEMBER 2015

BY

MIDWEST ENGINEERING ASSOCIATES, INC
BRYAN W. HARTMAN
ILLINOIS PROFESSIONAL LAND SURVEYOR #3677
MY LICENSE EXPIRES 11/30/2016

STATE OF ILLINOIS
BRYAN W. HARTMAN
3677
EAST PEORIA
ILLINOIS
PROFESSIONAL LAND SURVEYOR

LEGEND

- ● – FOUND IRON ROD/PIPE
- P.O.C – POINT OF COMMENCEMENT
- P.O.B – POINT OF BEGINNING
- T.C.R.O – TAZEWELL COUNTY RECORDER'S OFFICE
- P.I.N – PARCEL IDENTIFICATION NUMBER
- N 00°48'51" W ~ 415.17' – MEASURED BEARING AND DISTANCE
- – RECORD BEARING AND DISTANCE
- – LOT LINE
- – EXISTING RIGHT OF WAY LINE
- – PROPOSED PERMANENT EASEMENT LINE
- – BOUNDARY LINE
- – PROPOSED PERMANENT EASEMENT

MW
Midwest Engineering Associates, Inc.
145 E. Washington Street
East Peoria, Illinois 61611
309.222.9000
www.mwaeinc.com
IL Design Firm Reg. No. 184.005690

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING PART OF LOT 54 IN SVENDSEN'S SECOND ADDITION TO THE CITY OF PEKIN, TAZEWELL COUNTY ILLINOIS

PERMANENT STORM SEWER EASEMENT FOR CITY OF PEKIN, ILLINOIS

Drawn	BWH	11/09/2015
Checked	CJD	11/09/2015
Approved	BWH	11/09/2015
PROJECT NUMBER	20120057	
FIGURE NUMBER	1	

Owner	Weeks, Raymond K. and Lori M.
Address	1140 Shire Ave
	Pekin, IL 61554
County	Tazewell
Parcel No.	001
P.I.N. No.	04-10-02-404-022
Project No.	Cambridge and Shire Drainage Improvements
Station	22+50
Station	25+00

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

Weeks, Raymond K. and Lori M., married (Grantor), of the County of Tazewell and State of Illinois, for and in consideration of Dollars ($), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of conveyance of sewer and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate one (1) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2011.

By: _____ By: _____

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name

State of)
) ss
County of)

This instrument was acknowledged before me on _____
by _____ .

(SEAL)

_____
Notary Public

My Commission Expires:_____

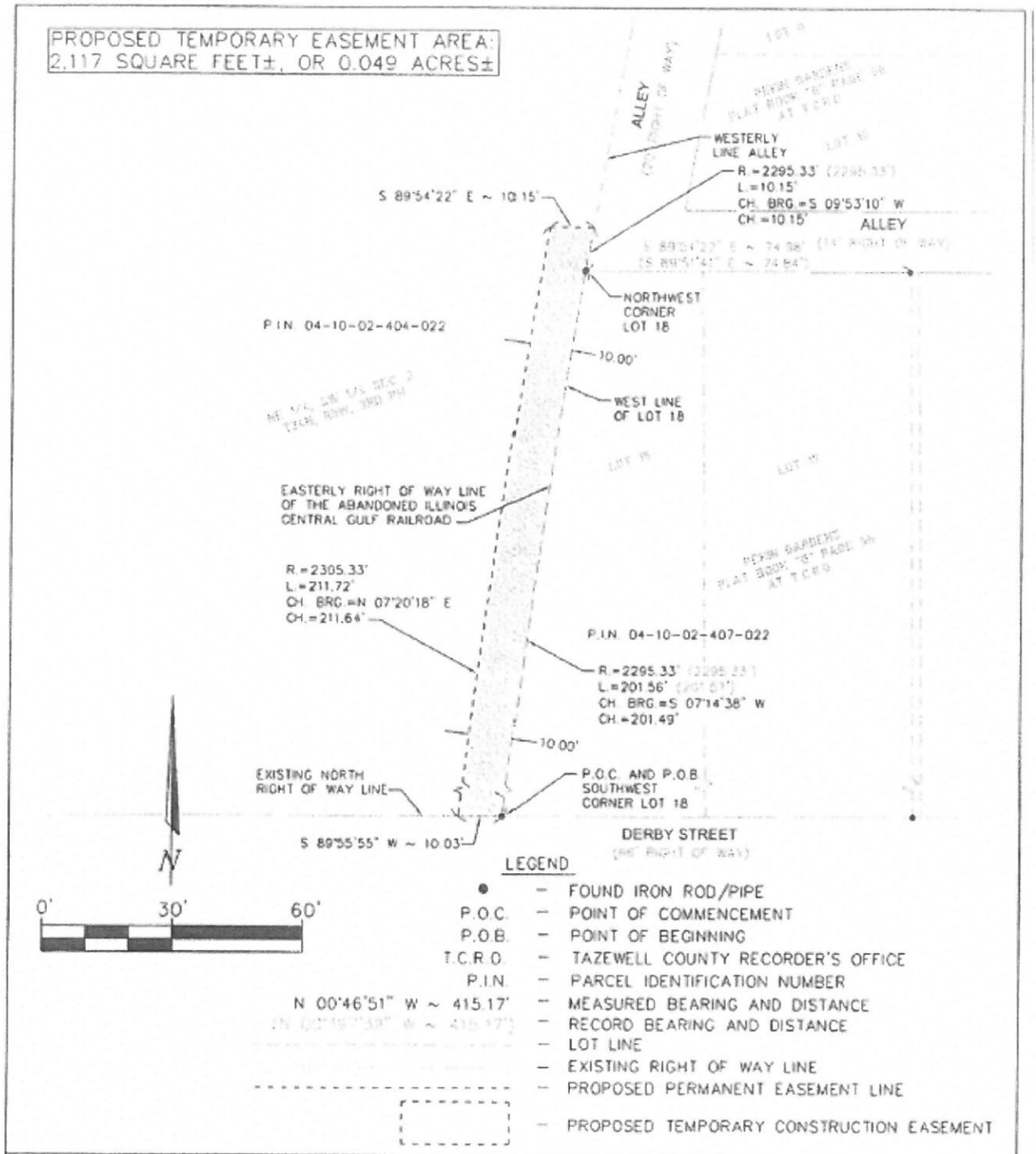
This instrument was prepared by and after recording return to:

City of Pekin
ATTN: Public Works Department

Proposed Temporary Construction Easement Description

A part of the Northeast Quarter of the Southwest Quarter of Section 2, Township 24 North, Range 5 West of the Third Principal, Tazewell County Illinois and being more particularly described as follows:

Commencing at the southwest corner of Lot 18 in Pekin Gardens, recorded in Plat Book "G", Page 56 at the Tazewell County Recorder's Office, said point also being the intersection of the north right of way line of Derby Street and the easterly right of way line of the abandoned Illinois Central Gulf Railroad, as the Point of Beginning: Thence South 89 degrees 55 minutes 55 seconds West (bearings are for descriptive purposes only), along said north right of way line, a distance of 10.03 feet; thence in a northeasterly direction along a curve to the right, having a radius of 2305.33 feet and an arc length of 211.72 feet and being subtended by a chord bearing North 07 degrees 20 minutes 18 seconds East, a distance of 211.64 feet, said curve being 10.00 feet radially distant to and parallel with said easterly right of way line; thence South 89 degrees 54 minutes 22 seconds East, a distance of 10.15 feet to the westerly line of an alley in said Pekin Gardens; thence in a southwesterly direction along a curve to the left, having a radius of 2295.33 feet and an arc length of 10.15 feet, and being subtended by a chord bearing South 09 degrees 53 minutes 10 seconds West, a distance of 10.15 feet to the northwest corner of said Lot 18; thence continuing on a southwesterly directions along a curve to the left, having a radius of 2295.33 feet and an arc length of 201.56 feet, and being subtended by a chord bearing South 07 degrees 14 minutes 38 seconds West, a distance of 201.49 feet to the point of Beginning and containing 2,117 square feet, more or less, or 0.049 acres, more or less.



MW
Midwest Engineering Associates, Inc.

142 E. Washington Street
East Peoria, Illinois 61611
309.222.6000
www.mwei.com

IL Design Firm Reg. No. 184-005832

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT FOR CITY OF PEKIN, ILLINOIS

Drawn:	BWH	11/09/2015
Checked:	CJD	11/09/2015
Approved:	BWH	11/09/2015
PROJECT NUMBER	20120057	
FIGURE NUMBER	1	

REQUEST FOR COUNCIL ACTION

To: Council and Interim City Manager

CC: City Clerk

From: Michael Guerra, City Engineer

AGENDA ITEM: Ordinance No. 16/17 – Amending the Code of the City of Pekin 1995 Regarding Flood Control

AGENDA DATE REQUESTED: October 10, 2016

ACTION REQUESTED: To amend the code to be meet the floodplain management regulations that conform to Paragraph 60.3(d) of the National Flood Insurance Program (NFIP) and the corresponding Flood Insurance Rate Maps (FIRM)

DESCRIPTION: The Federal Emergency Management Agency has issued the final flood elevation determination for the City of Pekin with the issuance of the new FIRM maps. With this issuance Title 7 Chapter 4 of the City Code needs to be amended to incorporate the requirements of NFIP standards as listed in Paragraph 60.3 (d) to be eligible for the NFIP. These need to be incorporated by Feb. 17, 2017.

The new FIRM maps are for review at City Hall.

HISTORY:
FIRM maps were last updated and adopted in 1980 for Tazewell county

FINANCIAL IMPACT: no additional impact

NEIGHBORHOOD CONCERNS: Requirements for structures in the FIRM A zones

IMPACT IF APPROVED: Participation it he NFIP will continue

IMPACT IF DENIED: Suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973

ALTERNATIVES: none

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
X	**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: 10/05/16

Finance Department (Certification of Availability of Funds) Date: 10/05/16

Corporation Counsel:	Date: 10/05/16
Interim City Manager:	Date: 10/05/16

Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

August 17, 2016

The Honorable John McCabe
Mayor, City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

Community: City of Pekin,
Tazewell County, Illinois
Community No.: 170654
Map Panels Affected: See FIRM Index

Dear Mayor McCabe:

This is to formally notify you of the final flood elevation determination for the City of Pekin, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood elevations shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

On June 4, 1980, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified the Special Flood Hazard Areas (SFHAs), the areas subject to inundation by the base (1-percent-annual-chance) flood, in your community. Recently, FEMA completed a re-evaluation of flood hazards in your community. On July 9, 2010 and June 24, 2015, FEMA provided you with Preliminary copies of the FIRM and Flood Insurance Study (FIS) report that identify existing flood hazards in your community, including Base Flood Elevations (BFEs). The proposed Base Flood Elevations (BFEs) for your community were published in the *East Peoria Times Courier*, the *Morton Courier*, the *Pekin Daily Times* and the *Peoria Journal Star* on October 12, 2011 and October 19, 2011, and in the *Federal Register* at Part 67, Volume 76, Pages 43967-43968, on July 22, 2011.

The statutory 90-day appeal period, which was initiated on the second newspaper publication date cited above, has ended. FEMA did not receive any appeals of the proposed BFEs during that time. Accordingly, the BFEs for your community are considered final. The final rule for BFEs will be published in the *Federal Register* as soon as possible. The FIRM for your community will become effective on February 17, 2017. Before the effective date, FEMA will send you final printed copies of the FIRM and FIS report.

Because the FIS report establishing the BFEs for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter. Prior to February 17, 2017, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the enclosed NFIP regulations (44 CFR 59, etc.) by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d) of the NFIP regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIRM and FIS report to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d);
2. Adopting all the standards of Paragraph 60.3(d) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended.

In addition to your community using the FIRM and FIS report to manage development in the floodplain, FEMA will use the FIRM and FIS report to establish appropriate flood insurance rates. On the effective date of the revised FIRM, actuarial rates for flood insurance will be charged for all new structures and substantial improvements to existing structures located in the identified SFHAs. These rates may be higher if structures are not built in compliance with the floodplain management standards of the NFIP. The actuarial flood insurance rates increase as the lowest elevations (including basement) of new structures decrease in relation to the BFEs established for your community. This is an important consideration for new construction because building at a higher elevation can greatly reduce the cost of flood insurance.

To assist your community in maintaining the FIRM, we reviewed our records to determine if any previous Letters of Map Change (i.e., Letters of Map Amendment, Letters of Map Revision) will be superseded when the revised FIRM becomes effective. According to our records, no Letters of Map Change were issued previously.

The FIRM and FIS report for your community have been prepared in our countywide format, which means that flood hazard information for all jurisdictions within Tazewell County has been combined into one FIRM and FIS report. When the FIRM and FIS report are printed and distributed, your community will receive only those panels that present flood hazard information for your community. We will provide complete sets of the FIRM panels to county officials, where they will be available for review by your community.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If your community is encountering difficulties in enacting the necessary floodplain management measures required to continue participation in the NFIP, we urge you to call the Director, Mitigation Division of FEMA in Chicago, Illinois, at (312) 408-5500 for assistance. If you have any questions concerning mapping issues in general, please call FMIX at the telephone number shown above. Additional

information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the NFIP*, *Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures, Use of Flood Insurance Study (FIS) Data as Available Data,* and *National Flood Insurance Program Elevation Certificate and Instructions,* can be found on our website at http://www.floodmaps.fema.gov/lfd. Paper copies of these documents may also be obtained by calling FMIX.

Sincerely,

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

cc: Community Map Repository
Mike Guerra, City Engineer, City of Pekin

TITLE 44--EMERGENCY MANAGEMENT AND ASSISTANCE

CHAPTER I--FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY

PART 60_CRITERIA FOR LAND MANAGEMENT AND USE--Table of Contents

Subpart A_Requirements for Flood Plain Management Regulations

Sec. 60.3 Flood plain management criteria for flood-prone areas.

The Administrator will provide the data upon which flood plain management regulations shall be based. If the Administrator has not provided sufficient data to furnish a basis for these regulations in a particular community, the community shall obtain, review and reasonably utilize data available from other Federal, State or other sources pending receipt of data from the Administrator. However, when special flood hazard area designations and water surface elevations have been furnished by the Administrator, they shall pply. The symbols defining such special flood hazard designations are set forth in Sec. 64.3 of this subchapter. In all cases the minimum requirements governing the adequacy of the flood plain management regulations for flood-prone areas adopted by a particular community depend on the amount of technical data formally provided to the community by the Administrator. Minimum standards for communities are as follows:

(a) When the Administrator has not defined the special flood hazard areas within a community, has not provided water surface elevation data, and has not provided sufficient data to identify the floodway or coastal high hazard area, but the community has indicated the presence of such hazards by submitting an application to participate in the Program, the community shall:

(1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas;

(2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334;

(3) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements

shall (i) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, (ii) be constructed with materials resistant to flood damage, (iii) be constructed by methods and practices that minimize flood damages, and (iv) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(4) Review subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a flood-prone area, any such proposals shall be reviewed to assure that (i) all such proposals are consistent with the need to minimize flood damage within the flood-prone rea, (ii) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and (iii) adequate drainage is provided to reduce exposure to flood hazards;

(5) Require within flood-prone areas new and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and

(6) Require within flood-prone areas (i) new and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and (ii) onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

(b) When the Administrator has designated areas of special flood hazards (A zones) by the publication of a community's FHBM or FIRM, but has neither produced water surface elevation data nor identified a floodway or coastal high hazard area, the community shall:

(1) Require permits for all proposed construction and other developments including the placement of manufactured homes, within Zone A on the community's FHBM or FIRM;

(2) Require the application of the standards in paragraphs (a) (2), (3), (4), (5) and (6) of this section to development within Zone A on the community's FHBM or FIRM;

(3) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data;

(4) Obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source, including

data developed pursuant to paragraph (b)(3) of this section, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the community's FHBM or FIRM meet the standards in paragraphs (c)(2), (c)(3), (c)(5), (c)(6), (c)(12), (c)(14), (d)(2) and (d)(3) of this section;

(5) Where base flood elevation data are utilized, within Zone A on the community's FHBM or FIRM:

(i) Obtain the elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures, and

(ii) Obtain, if the structure has been floodproofed in accordance with paragraph (c)(3)(ii) of this section, the elevation (in relation to mean sea level) to which the structure was floodproofed, and

(iii) Maintain a record of all such information with the official designated by the community under Sec. 59.22 (a)(9)(iii);

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to the Administrator;

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained;

(8) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(c) When the Administrator has provided a notice of final flood elevations for one or more special flood hazard areas on the community's FIRM and, if appropriate, has designated other special flood hazard areas without base flood elevations on the community's FIRM, but has not identified a regulatory floodway or coastal high hazard area, the community shall:

(1) Require the standards of paragraph (b) of this section within all A1-30 zones, AE zones, A zones, AH zones, and AO zones, on the community's FIRM;

(2) Require that all new construction and substantial improvements of residential structures within Zones A1-30, AE and AH zones on the community's FIRM have the lowest floor (including basement) elevated to or above the base flood level, unless the community is granted an exception by the Administrator for the allowance of basements in accordance with Sec. 60.6 (b) or (c);

(3) Require that all new construction and substantial improvements of non-residential structures within Zones A1-30, AE and AH zones on the

community's FIRM (i) have the lowest floor (including basement) elevated to or above the base flood level or, (ii) together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

(4) Provide that where a non-residential structure is intended to be made watertight below the base flood level, (i) a registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of paragraph (c)(3)(ii) or (c)(8)(ii) of this section, and (ii) a record of such certificates which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained with the official designated by the community under Sec. 59.22(a)(9)(iii);

(5) Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(6) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites

(i) Outside of a manufactured home park or subdivision,

(ii) In a new manufactured home park or subdivision,

(iii) In an expansion to an existing manufactured home park or subdivision, or

(iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred ``substantial damage'' as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist floatation collapse and lateral movement.

(7) Require within any AO zone on the community's FIRM that all new

construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified);

(8) Require within any AO zone on the community's FIRM that all new construction and substantial improvements of nonresidential structures (i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or (ii) together with attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified in Sec. 60.3(c)(3)(ii);

(9) Require within any A99 zones on a community's FIRM the standards of paragraphs (a)(1) through (a)(4)(i) and (b)(5) through (b)(9) of this section;

(10) Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(11) Require within Zones AH and AO, adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

(12) Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A-1-30, AH, and AE on the community's FIRM that are not subject to the provisions of paragraph (c)(6) of this section be elevated so that either

(i) The lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

(13) Notwithstanding any other provisions of Sec. 60.3, a community may approve certain development in Zones Al-30, AE, and AH, on the community's FIRM which increase the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision, fulfills the requirements for such a revision as established

under the provisions of Sec. 65.12, and receives the approval of the Administrator.

(14) Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either

(i) Be on the site for fewer than 180 consecutive days,

(ii) Be fully licensed and ready for highway use, or

(iii) Meet the permit requirements of paragraph (b)(1) of this section and the elevation and anchoring requirements for ``manufactured homes'' in paragraph (c)(6) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(d) When the Administrator has provided a notice of final base flood elevations within Zones A1-30 and/or AE on the community's FIRM and, if appropriate, has designated AO zones, AH zones, A99 zones, and A zones on the community's FIRM, and has provided data from which the community shall designate its regulatory floodway, the community shall:

(1) Meet the requirements of paragraphs (c) (1) through (14) of this section;

(2) Select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;

(3) Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge;

(4) Notwithstanding any other provisions of Sec. 60.3, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of Sec. 65.12, and receives the approval of the Administrator.

(e) When the Administrator has provided a notice of final base flood elevations within Zones A1-30 and/or AE on the community's FIRM and, if appropriate, has designated AH zones, AO zones, A99 zones, and A zones on the community's FIRM, and has identified on the community's FIRM coastal high hazard areas by designating Zones V1-30, VE, and/or V, the community shall:

(1) Meet the requirements of paragraphs (c)(1) through (14) of this section;

(2) Within Zones V1-30, VE, and V on a community's FIRM, (i) obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement, and (ii) maintain a record of all such information with the official designated by the community under Sec. 59.22(a)(9)(iii);

(3) Provide that all new construction within Zones V1-30, VE, and V on the community's FIRM is located landward of the reach of mean high tide;

(4) Provide that all new construction and substantial improvements in Zones V1-30 and VE, and also Zone V if base flood elevation data is available, on the community's FIRM, are elevated on pilings and columns so that (i) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level; and (ii) the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of paragraphs (e)(4) (i) and (ii) of this section.

(5) Provide that all new construction and substantial improvements within Zones V1-30, VE, and V on the community's FIRM have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

(i) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and,

(ii) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values used

shall be those required by applicable State or local building standards. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage.

(6) Prohibit the use of fill for structural support of buildings within Zones V1-30, VE, and V on the community's FIRM;

(7) Prohibit man-made alteration of sand dunes and mangrove stands within Zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage.

(8) Require that manufactured homes placed or substantially improved within Zones V1-30, V, and VE on the community's FIRM on sites

(i) Outside of a manufactured home park or subdivision,

(ii) In a new manufactured home park or subdivision,

(iii) In an expansion to an existing manufactured home park or subdivision, or

(iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred ``substantial damage'' as the result of a flood, meet the standards of paragraphs (e)(2) through (7) of this section and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones VI-30, V, and VE on the community's FIRM meet the requirements of paragraph (c)(12) of this section.

(9) Require that recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either

(i) Be on the site for fewer than 180 consecutive days,

(ii) Be fully licensed and ready for highway use, or

(iii) Meet the requirements in paragraphs (b)(1) and (e) (2) through (7) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(f) When the Administrator has provided a notice of final base flood elevations within Zones A1-30 or AE on the community's FIRM, and, if appropriate, has designated AH zones, AO zones, A99 zones, and A zones on the community's FIRM, and has identified flood protection restoration areas by designating Zones AR, AR/A1-30, AR/AE, AR/AH, AR/AO, or AR/A, the community shall:

(1) Meet the requirements of paragraphs (c)(1) through (14) and (d)(1) through (4) of this section.

(2) Adopt the official map or legal description of those areas within Zones AR, AR/A1-30, AR/AE, AR/AH, AR/A, or AR/AO that are designated developed areas as defined in Sec. 59.1 in accordance with the eligibility procedures under Sec. 65.14.

(3) For all new construction of structures in areas within Zone AR that are designated as developed areas and in other areas within Zone AR where the AR flood depth is 5 feet or less:

(i) Determine the lower of either the AR base flood elevation or the elevation that is 3 feet above highest adjacent grade; and

(ii) Using this elevation, require the standards of paragraphs (c)(1) through (14) of this section.

(4) For all new construction of structures in those areas within Zone AR that are not designated as developed areas where the AR flood depth is greater than 5 feet:

(i) Determine the AR base flood elevation; and

(ii) Using that elevation require the standards of paragraphs (c)(1) through (14) of this section.

(5) For all new construction of structures in areas within Zone AR/A1-30, AR/AE, AR/AH, AR/AO, and AR/A:

(i) Determine the applicable elevation for Zone AR from paragraphs (a)(3) and (4) of this section;

(ii) Determine the base flood elevation or flood depth for the underlying A1-30, AE, AH, AO and A Zone; and

(iii) Using the higher elevation from paragraphs (a)(5)(i) and (ii) of this section require the standards of paragraphs (c)(1) through (14) of this section.

(6) For all substantial improvements to existing construction within Zones AR/A1-30, AR/AE, AR/AH, AR/AO, and AR/A:

(i) Determine the A1-30 or AE, AH, AO, or A Zone base flood elevation; and

(ii) Using this elevation apply the requirements of paragraphs (c)(1) through (14) of this section.

(7) Notify the permit applicant that the area has been designated as an AR, AR/A1-30, AR/AE, AR/AH, AR/AO, or AR/A Zone and whether the structure will be elevated or protected to or above the AR base flood elevation.

CHAPTER 4

FLOOD CONTROL REGULATIONS

SECTION:

7-4- 1: Authority and Purpose
7-4- 2: Definitions
7-4- 3: Base Flood Elevation
7-4- 4: Development Permit
7-4- 5: Preventing Increased Damages
7-4- 6: Protecting Buildings
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7-4-11: Abrogation and Greater Restrictions
7-4-12: Violations and Penalties

7-4-1: **AUTHORITY AND PURPOSE:** This Chapter is enacted pursuant to the police powers granted to this City by Illinois Revised Statutes, 65 ILCS 5/1-2-1, 5/11-12-12, 5/11-30-2, 5/11-30-8 and 5/11-31-2 in order to accomplish the following purposes:

A. To prevent unwise developments from increasing flood or drainage hazards to others;

B. To protect new buildings and major improvements to buildings from flood damage;

C. To protect human life and health from the hazards of flooding;

D. To lessen the burden on the taxpayer for flood-control projects, repairs to flood-damaged public facilities and utilities and flood rescue and relief operations;

E. To maintain property values and a stable tax base by minimizing the potential for creating flood-blighted areas; and

F. To make Federally-subsidized flood insurance available for property in the City by fulfilling the requirements of the National Flood Insurance Program.

7-4-2: **DEFINITIONS:** For the purposes of this Chapter, the following definitions are adopted.

BASE FLOOD: The flood having a one percent (1%) probability of being equaled or exceeded in any given year. The base flood is also known as the 100-year flood. The base flood elevation at any location is as defined in Section 7-5-3 of this Chapter.

BUILDING: A structure that is principally above ground and is enclosed by walls and a roof. The term includes a gas or liquid storage tank, a manufactured home or a prefabricated building. The term also includes recreational vehicles and travel trailers to be installed on a site for more than one hundred eighty (180) days.

DEVELOPMENT:

A. Any man-made change to real estate, including:

1. Construction, reconstruction or placement of a building or any addition to a building valued at more than one thousand dollars ($1,000.00);

2. Installing a manufactured home on a site, preparing a site for a manufactured home or installing a travel trailer on a site for more than one hundred eighty (180) days;

3. Installing utilities, construction of roads or similar projects;

4. Construction or erection of levees, walls, fences, bridges or culverts;

5. Drilling, mining, filling, dredging, grading, excavating or other nonagricultural alterations of the ground surface;

6. Storage of materials; or

7. Any other activity that might change the direction, height or veloCity of flood or surface waters.

B. "Development" does not include maintenance of existing buildings and facilities such as re-roofing, resurfacing roads or gardening, plowing and similar agricultural practices that do not involve filling, grading or construction of levees.

FPE or FLOOD PROTECTION ELEVATION: The elevation of the base flood plus one foot (1') at any given location in the SFHA.

FLOOD: A general and temporary condition of inundation of normally dry land areas from the overflow, the unusual and rapid accumulation or the runoff of surface waters from any source.

FLOODWAY: Those portions of the SFHA required to store and convey the base flood. The floodway for the SFHAs of the Illinois River and Lick Creek shall be as delineated on the Flood Boundary and Floodway Map prepared by the Federal Emergency Management Agency and dated June 4, 1980. The floodway for each of the remaining SFHAs of the City shall be according to the best data available to the Illinois State Water Survey Floodplain Information Repository.

RIVERINE SFHA: Any SFHA subject to flooding from a river, creek, intermittent stream, ditch or any other identified channel. This term does not include areas subject to flooding from lakes (except public bodies of water), ponding areas, areas of sheet flow or other areas not subject to over bank flooding.

SFHA or SPECIAL FLOOD HAZARD AREA: Those lands within the jurisdiction of the City that are subject to inundation by the base flood. The SFHAs of the City are generally identified as such on the Flood Insurance Rate Map of the City prepared by the Federal Emergency Management Agency and dated June 4, 1980. The SFHAs of those parts of unincorporated Tazewell County that are within the extraterritorial jurisdiction of the City or that may be annexed into the City are generally identified as such on the Flood Insurance Rate Map prepared for Tazewell County by the Federal Emergency Management Agency and dated August 1, 1980.

7-4-3: **BASE FLOOD ELEVATION:** This Chapter's protection standard is the base flood. The best available base flood data are listed below. Whenever a party disagrees with the best available data, the party may finance the detailed engineering study needed to replace existing data with better data and submit it to the State Water Survey and the Federal Emergency Management Agency.

A. The base flood elevation for the SFHAs of the Illinois River and Lick Creek shall be as delineated on the 100-year flood profiles in the Flood Insurance Study of the City prepared by the Federal Emergency Management Agency and dated December 1979.

B. The base flood elevation for each of the remaining SFHAs delineated as an "A Zone" on the Flood Insurance Rate Map of the City shall be according to the best data available to the Illinois State Water Survey Floodplain Information Repository. When no base flood elevation exists, the base flood elevation shall be the 100-year flood depth calculated according to the formulas presented in Depth and Frequency of Floods in Illinois published by the U.S. Geological Survey, 1976.

C. The base flood elevation for the SFHAs of those parts of unincorporated Tazewell County that are within the extraterritorial jurisdiction of the City or that may be annexed into the City shall be delineated on the 100-year flood profiles in the Flood Insurance Study of the Federal Emergency Agency and dated February 1980.

7-4-4: **DEVELOPMENT PERMIT:**

A. Permit and Compliance Required: No person, firm, corporation or governmental body not exempted by State law shall commence any development in the SFHA without first obtaining a development permit from the Code Enforcement Officer. The Code Enforcement Officer shall not issue a development permit if the proposed development does not meet the requirements of this Chapter.

B. Application for Permit: The application for a development permit shall be accompanied by drawings of the site, drawn to scale, showing property line dimensions, existing grade elevations and all changes in grade resulting from excavation or filling, the location and dimensions of all buildings and additions to buildings and the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 7-6-6 of this Chapter.

C. Determination of Elevation: Upon receipt of an application for a development permit, the Code Enforcement Officer shall compare the elevation of the site to the base flood elevation. Any development located on land that can be shown to have been higher than the base flood elevation as of the date of the site's first Flood Insurance Rate Map identification is not located in the SFHA and, therefore, not subject to the requirements of this Chapter. The Code Enforcement Officer shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.

D. Other Permits Required: The Code Enforcement Officer shall inform the applicant of any and all other local, State and Federal permits that may be required for this type of development activity. The Code Enforcement Officer shall not issue the development permit unless all required Federal and State permits have been obtained.

7-4-5: **PREVENTING INCREASED DAMAGES:** No development in the SFHA shall create a damaging or potentially damaging increase in flood heights or velocity or threat to public health and safety.

A. Within the floodway identified on the Flood Boundary Floodway Map, the following standards shall apply:

1. Except as provided in subsection A2 of this Section, no development shall be allowed which, acting in combination with existing or future similar works, will cause any increase in the base flood elevation. The specific development activities identified in subsection B2 of this Section shall be considered as meeting this requirement.

2. No increase in the base flood elevation may be permitted unless:

a. The total cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the base flood elevation more than one foot (1') for the affected hydraulic reach of the stream and will not increase flood damages or potential flood damages;

b. A permit has been issued by the Illinois Department of Transportation, Division of Water Resource as required in subsection B1 of this Section; and

c. For all projects involving channel modifications or fill (including levees), the City shall submit sufficient data to the Federal Emergency Management Agency to revise the regulatory flood data.

B. Within all other riverine SFHAs, the following standards shall apply:

1. In addition to the other requirements of this Chapter, a development permit for site located in a floodway (or in a riverine SFHA where no floodway has been identified) shall not be issued unless the applicant first obtains a permit or written documentation that a permit is not required from the Illinois Department of Transportation, Division of Water Resources, issued pursuant to Illinois Revised Statutes, 615 ILCS 5/5 et seq.

2. The following activities may be constructed without the individual permit required in subsection B1 hereof in accordance with statewide permits issued by the Illinois Department of Transportation, Division of Water Resources; provided the activities do not involve placement of fill, change of grade or construction in the normal channel. Such activities must still meet the other requirements of this Chapter, as follows:

a. The construction of wells, septic tanks and underground utility lines not crossing a lake or stream;

b. The construction of light poles, signposts and similar structures;

c. The construction of sidewalks, driveways, athletic fields (excluding fences), patios and similar surfaces, which are built at grade;

d. The construction of properly anchored, un-walled, open structures such as playground equipment, pavilions and carports;

e. The placement of properly anchored buildings not exceeding seventy (70) square feet in size or ten feet (10') in any dimension (e.g., animal shelters and tool sheds); and

f. The construction of additions to existing buildings which do not increase the first flood area by more than twenty percent (20%) which are located on the upstream or downstream side of the existing building and which do not extend beyond the sides of the existing building that is parallel to the flow of flood waters.

3. The total cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the base flood elevation more than one foot (1') for the affected hydraulic reach of the stream and will not increase flood damages or potential flood damage.

C. Public Health Standards in All SFHAs:

1. No development in the SFHA shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants or other hazardous or toxic materials below the FPE unless such materials are stored in a storage tank or flood-proof building constructed according to the requirements of subsection 7-5-6B4 of this Chapter.

2. New and replacement sanitary sewer lines and on-site waste disposal systems may be permitted, providing all manholes or other aboveground openings located below the FPE are watertight.

7-4-6: **PROTECTING BUILDINGS:**

A. In addition to the damage prevention requirements of Section 7-4-5 of this Chapter, all buildings to be located in the SFHA shall be protected from flood damage below the FPE. This building protection requirement applies to the following situations:

1. Construction or placement of a new building valued at more than one thousand dollars ($1,000.00);

2. Structural alterations made to an existing building that increase the floor area by more than twenty percent (20%) or the market value of the building by more than fifty percent (50%);

3. Reconstruction or repairs made to a damaged building that are valued at or more than fifty percent (50%) of the market value of the building before the damage occurred;

4. Installing a manufactured home on a new site or a newly manufactured home on an existing site. This Chapter does not apply to returning a manufactured home to the same site that it lawfully occupied before it was removed to avoid flood damage; and

5. Installing a travel trailer on a site for more than one hundred eighty (180) days.

B. This building protection requirement may be met by one of the following methods. The Code Enforcement Officer shall maintain a record of compliance with these building protection standards as required in Section 7-4-9 of this Chapter.

1. A residential or nonresidential building may be constructed on permanent landfill in accordance with the following:

a. The fill shall be placed in layers no greater than one foot (1') deep before compaction.

b. The lowest floor (including basement) shall be at or above the FPE. The fill should extend at least ten feet (10') beyond the foundation of the building before sloping below the FPE.

c. The fill shall be protected against erosion and scour during flooding by vegetative cover, rip rap or bulk heading. If vegetative cover is used, the slopes shall be no steeper than three horizontal to one vertical (3:1).

d. The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties.

2. A residential or nonresidential building may be elevated in accordance with the following:

a. The building or improvements shall be elevated on crawlspace, walls, stilts, piles or other foundation, provided:

(1) The walls have permanent openings no more than one foot (1') above grade; and

(2) The walls and floor are not subject to damage by hydrostatic pressures associated with the base flood.

b. The foundation and supporting members shall be anchored and aligned in relation to flood flows and adjoining structures so as to minimize exposure to known hydrodynamic forces such as current, waves, ice and floating debris.

c. All areas below the FPE shall be constructed of materials resistant to flood damage. The lowest floor (including basement) and all electrical, heating, ventilating, plumbing and air conditioning equipment and utility meters shall be located at or above the FPE. Water and sewer pipes, electrical and telephone lines, submersible pumps and other waterproofed service facilities may be located below the FPE.

3. Manufactured homes and travel trailers to be installed on a site for more than one hundred eighty (180) days shall be:

a. Elevated at or above the FPE in accordance with subsection B1 or B2 above; or

b. Anchored to resist flotation, collapse or lateral movement by being tied down in accordance with the Rules and Regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to Illinois Revised Statutes, Chapter 111 1/2, Paragraphs 4401 through 4406.

4. Only a nonresident building may be flood proofed in accordance with the following:

a. A registered professional engineer shall certify that the building has been designed so that below the FPE, the structure and attendant utility facilities are watertight and capable of resisting the affects of the base flood. The building design shall take into account flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy and impacts from debris or ice.

b. Flood proofing measures shall be operable without human intervention and without an outside source of electricity.

7-4-7: **OTHER DEVELOPMENT REQUIREMENTS:** The City Council shall take into account flood hazards, to the extent that they are known, in all official actions related to land management, use and development.

A. New subdivisions, manufactured home parks, travel trailer parks, annexation agreements, planned unit developments (PUDs) and additions to manufactured home parks and subdivisions shall meet the requirements of Sections 7-4-5 and 7-4-6 of this Chapter. Plats or plans for new subdivisions, manufactured home parks and planned unit developments (PUDs) shall include a signed statement by a registered professional engineer that the plat or plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 205/2).

B. Proposals for new subdivisions, manufactured home parks, travel trailer parks, planned unit developments (PUDs) and additions to manufactured home parks and subdivisions shall include base flood elevation data and floodway delineations. Where this information is not available from an existing study filed with the Illinois State Water Survey, the applicant shall be responsible for calculating the base flood elevation and the floodway delineation and submitting it to the State Water Survey for review and approval as best available regulatory data.

7-4-8: **VARIANCES:** Whenever the standards of this Chapter place undue hardship on specific development proposals, the applicant may apply to the Zoning Board of Appeals (See Section 9-12-1-2 of this Code) for a variance. The Zoning Board of Appeals shall review the applicant's request for a variance and may attach such conditions to granting of a variance as it deems necessary to further the intent of this Chapter.

A. No variance shall be granted unless the applicant demonstrates that:

1. The development activity cannot be located outside the SFHA;

2. An exceptional hardship would result if the variance were not granted.

3. The relief requested is the minimum necessary;

4. There will be no additional threat to public health or safety or creation of a nuisance;

5. There will be no additional public expense for flood protection, rescue or relief operations, policing or repairs to roads, utilities or other public facilities; and

6. The provisions of subsection 7-4-4D of this Chapter are met; and

7. The provisions of subsection 7-4-5A of this Chapter are met.

B. The Code Enforcement Officer shall notify an applicant in writing that a variance from the requirements of Section 7-4-6 of this Chapter that would lessen the degree of protection to a building will:

1. Result in increased premium rates for flood insurance up to amounts that may be as high as twenty-five dollars ($25.00) for one hundred dollars ($100.00) of insurance coverage;

2. Increase the risks to life and property; and

3. Require that the applicant proceed with knowledge of these risks and that the applicant acknowledge, in writing, the assumption of the risk and liability.

C. Variances to the building protection requirements of Section 7-4-6 of this Chapter requested in connection with the reconstruction, repair or alteration of a site or building included on the National Register of Historic Places or the Illinois Register of Historic Places may be granted using criteria more permissive than the requirements of subsections A1 through A5 of this Section.

7-4-9: **ADMINISTRATION AND ENFORCEMENT:** The Code Enforcement Officer shall be responsible for the general administration and enforcement of this Chapter including, but not limited to, the following duties:

A. Ensure that all development activities within the SFHAs of the jurisdiction of the City meet the requirements of this Chapter;

B. Provide information and assistance to Citizens upon request about permit procedures and flood plain construction techniques;

C. Ensure that construction authorization has been granted by the Illinois Department of Transportation, Division of Water Resources, for all development projects subject to Section 7-4-5 of this Chapter and maintain a record of such authorization;

D. Maintain a record of the "as-built" elevation of the lowest floor (including basement) of all buildings subject to Section 7-4-6 of this Chapter;

E. Maintain a record of the engineer's certificate and the "as-built" flood-proofed elevation of all buildings subject to subsection 7-4-6B4 of this Chapter;

F. Inspect all development projects to ensure that they comply with the provisions of this Chapter;

G. Cooperate with State and Federal flood plain management agencies to improve base flood and floodway data and to improve the administration of this Chapter. Submit reports as required for the National Flood Insurance Program;

H. Maintain for public inspection, and furnish upon request, base flood data, SFHA maps, copies of Federal or State permit documents and "as-built" elevation and flood proofing data for all buildings constructed subject to this Chapter.

7-4-10: **DISCLAIMER OF LIABILITY:** The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This Chapter does not imply that development either inside or outside of the SFHA will be free from flooding or damage. This Chapter does not create liability on the part of the City or any officer or employee thereof for any flood damage that results from reliance hereon or any administrative decision made lawfully hereunder.

7-4-11: **ABROGATION AND GREATER RESTRICTIONS:** This Chapter does not repeal, abrogate or impair any existing easements, covenants or deed restrictions. Where this Chapter and other ordinance easements, covenants or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

7-4-12: **VIOLATIONS AND PENALTIES:**

A. Violations: Failure to obtain a permit for development in the SFHA or failure to comply with the requirements of a permit or conditions of a variance resolution shall be deemed to be a violation of this Chapter. Upon due investigation, the Corporation Counsel may determine that a violation of the minimum standards of this Chapter exists. The Corporation Counsel shall notify the owner in writing of such violation.

B. Penalties: If such owner fails, after ten (10) days' notice, to correct the violation:

1. The City may make application to the Circuit Court for an injunction requiring conformance with this Chapter or make such other order as the Court deems necessary to secure compliance herewith.

2. Any person who violates this Chapter shall be subject to penalty as provided in Section 1-4-1 of this Code.

C. Suspension of Insurance: The Corporation Counsel shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

D. Other Actions: Nothing herein shall prevent the City from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: **Mayor and City Council**

CC: **Interim City Manager Sarah Newcomb, City Clerk Sue McMillan**

From: **John Dossey, Chief of Police – October 5, 2016**

AGENDA ITEM: IGA for Animal and Rabies Control Services

AGENDA DATE REQUESTED: October 10, 2016

ACTION REQUESTED: Authorize Execution of Agreement.

DESCRIPTION: The City of Pekin has an ongoing relationship with Tazewell County and Animal Control. Our annual contract is due to expire December 31, 2017. The new contract will begin January 1, 2017. The cost remains the same as last year and years past of $45,045.96. A monthly amount of $3,733.83. The Director of Animal Control Ryan Sanders will be available for any questions.

FINANCIAL IMPACT: The City would be responsible for making the monthly payments or a lump sum payment to Tazewell County for animal control issues.

NEIGHBORHOOD CONCERNS: Handles animal complaints as well as the kenneling of animals that are running loose within the City. Currently the City of Pekin does not have the facility or state required licensing to run a kennel for animal control.

IMPACT IF APPROVED: The City continues its long standing relationship with Tazewell County in regards to animal control. This would provide the citizens of Pekin with animal control regulations as well as the handling of animals that are running loose within the City limits.

IMPACT IF DENIED: The City would have to pay per pick up to County which would be more costly, or look at potential alternatives. The City does not have the facility or space to kennel animals or provide treatment to those sick or injured.

ALTERNATIVES: none

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
√	**A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that 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: 10/5/16	
Finance Department (Certification of Availability of Funds)**:** Date: 10-5-16	
Corporation Counsel: Date:	
City Manager: Date: 10/5/16	

Tazewell County
Animal Control

RECEIVED
SEP 7 2016
CITY CLERK

September 6, 2016

To Whom It May Concern:

Please find enclosed the Intergovernmental Agreement for Animal & Rabies Control for 2017. Tazewell County proposes a continuation of the contract at the same fee as 2016.

I would be happy to speak with a representative on this issue at your convenience or attend a Village Board or City Council meeting to discuss the animal control contract. Please contact me at 309-925-3370 if you have any questions or comments. I look forward to hearing from you.

Sincerely,

Ryan Sanders
Director of Animal Control

21314 Illinois Route 9
P.O. Box 158
Tremont, IL 61568
309-477-2270
309-925-3370

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January, 2017, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Pekin, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of $45,045.96, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1st day of January, 2017, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this _____ day of _____, _____.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

MUNICIPALITY:

_____
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

_____
Director

ANNUAL AMOUNT: $45,045.96

MONTHLY AMOUNT $3,753.83

Tazewell County
Animal Control

RECEIVED
SEP 7 2016
CITY CLERK

September 6, 2016

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Sincerely,

Ryan Sanders
Director of Animal Control

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5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

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21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this _____ day of _____, _____.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

MUNICIPALITY:

_____
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

_____
Director

ANNUAL AMOUNT: $45,045.96

MONTHLY AMOUNT $3,753.83

REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Ted Miller

AGENDA ITEM: Intergovernmental Agreement (Tazewell County Animal Control)

AGENDA DATE REQUESTED: November 23, 2009

ACTION REQUESTED: Adoption of the agreement.

BACKGROUND: The City of Pekin has historically contracted with Tazewell County Animal Control for care of stray animals. Animal Control provides pick-up, short-term care and dispersal/disposal of Pekin residents' lost or stray animals. This year's contract is for the amount of $43,213.00, which is an increase of $43.00 dollars over last year's agreement ($43,170.00).

FINANCIAL IMPACT: $43,213

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: No change from continued past agreement.

IMPACT IF DENIED: During calendar year 2008, Animal Control removed approximately (570) animals from city streets. This figure does not include several hundred other animals received from Pekin residents during the same period, through other means. The proliferation of stray/uncared for animals on our city streets would be detrimental to public safety.

ALTERNATIVES: The City would need to develop its own animal control program. Currently, only two municipalities in Tazewell County have opted for this alternative. Past preliminary figures would indicate the costs would be greater than those incurred by the proposed agreement. This has not been explored exhaustively, but the potential of handling in excess of 800 animals per year would create considerable concerns and liabilities for the City.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Quality of life issue/ public safety.

INTERGOVERNMENTAL AGREEMENT FOR ANIMAL RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this __day of, _____, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

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1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.

2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00p.m. and 8:00a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriffs Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00a.m. and 4:00 p.m., Monday Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.

4. The County shall make regular and irregular patrols the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.

5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.

6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.

7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven *(7)*days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.

10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.

11. This Agreement shall become effective on the _____ day of _____, and shall be in full force and effect for a period of one (1) year.

12. This contract shall be governed by the interpreted in accordance the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set herein are incorporated by reference.

13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.

14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.

15. This contract may not be assigned by either party without the written consent of

other party.

16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
    The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have their respective signatures on the date above first noted.

PASSED this _____ day of _____,_____.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

MUNICIPALITY:

_____
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

_____
Director

ANNUAL AMOUNT: $_____

MONTHLY AMOUNT:$_____