



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, MAY 22, 2023 5:30 PM

1. Pledge of Allegiance
2. Call to Order
3. Approve Agenda
4. Approval of Minutes
4.1. City Council - Special Meeting - Apr 17, 2023 9:00 AM
4.2. City Council - Regular Meeting - May 8, 2023 5:30 PM
4.3. City Council - Special Meeting - May 15, 2023 4:00 PM
5. Public Input
6. Consent Agenda
6.1. Accounts Payable To Be Paid Proof List thru April 28, 2023
6.2. Receive and File Agenda and Meetings Management Software Proposals
6.3. Tree Removal Public Property City of Pekin
6.4. Ordinance No. 4056-23/24 Rezoning Request at 230 Court (Case RZ 2023-02) ACTION REQUESTED: Approve and Adopt the Ordinance.
6.5. Ordinance No. 4057-23/24 Variance Request at 320, 324, 326, 328 and 330 Court Street (Case V 2023-06) ACTION REQUESTED: Approve and Adopt the Ordinance.
6.6. Ordinance No. 4058-23/24 Special Use Request at 320, 324, 326, 328 and 330 Court Street (Case SU 2023-01) ACTION REQUESTED: Approve and Adopt the Ordinance.

6.7.	Ordinance No. 4059-23/24 Variance Request at 1303 N 8th Street (Case V 2023-05) ACTION REQUESTED: Approve and Adopt the Ordinance.
6.8.	Ordinance No. 4060-23/24 Variance Request at 1521 Henrietta Street (Case V 2022-08) ACTION REQUESTED: Approve and Adopt the Ordinance.
6.9.	Ordinance No. 4061-23/24 Variance Request at 1813 Parkfield Drive (Case V 2023-04) ACTION REQUESTED: Approve and Adopt the Ordinance.
7.	Announcement
7.1.	Proposed East Residential & South Residential TIF Districts Public Meeting and Timeline
8.	Unfinished Business
8.1.	Ordinance No. 4048-22/23 An Ordinance Authorizing The Establishment of A Tax Increment Financing "Interested Parties Registry" for Proposed Pekin East Residential Tax Increment Financing (TIF) District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.2.	Ordinance No. 4049-22/23 An Ordinance Authorizing The Establishment of A Tax Increment Financing "Interested Parties Registry" for Proposed Pekin South Residential Tax Increment Financing (TIF) District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.3.	Ordinance No. 4050-22/23 Amend Code Chapter 2 and Chapter 4 Creating Historic Preservation Code ACTION REQUESTED: Approve and Adopt the Ordinance.
8.4.	Ordinance No. 4051-22/23 Amending the Code Chapter 2, Article VI and Article VIII Regarding Ethics Commission ACTION REQUESTED: Approve and Adopt the Ordinance.
8.5.	Resolution No. 580-22/23 Update City Code of Ethics & Conduct ACTION REQUESTED: Approve and Adopt the Resolution.

9.	New Business
9.1.	Discussion of TIF Applications
9.2.	Resolution No. 6-23/24 Appointing an Acting or Interim City Manager ACTION REQUESTED: Approve and Adopt the Resolution.
9.3.	Ordinance No. 4062-23/24 Vacation of Elizabeth Street ACTION REQUESTED: Approve and Adopt the Ordinance.
9.4.	Resolution No. 7-23/24 Adopt CDBG 2023 Annual Action Plan ACTION REQUESTED: Approve and Adopt the Resolution.
9.5.	Resolution No. 8-23/24 Adoption of 2020-2025 Consolidated Plan and Citizen Participation Plan as Amended ACTION REQUESTED: Approve and Adopt the Resolution.
9.6.	Resolution No. 9-23/24 Approving Agreement with CivicPlus for Agenda and Meetings Management Software ACTION REQUESTED: Approve and Adopt the Resolution.
9.7.	Resolution No. 10-23/24 Approve Tree Removal Proposal for Public Property ACTION REQUESTED: Approve and Adopt the Resolution.
9.8.	Resolution No. 11-23/24 Intergovernmental Agreement with Greater Peoria Mass Transit District for 2023-2024 Transit Service in Pekin ACTION REQUESTED: Approve and Adopt the Resolution. Adopt Resolution No. 3461 approving an agreement with GPMTD not to exceed an annual payment of \$210,000.00.
9.9.	Resolution No. 12-23/24 Approve Renewal Agreement with Heart Technologies, Inc. ACTION REQUESTED: Approve and Adopt the Resolution.
9.10.	Resolution No. 13-23/24 Authorize Spending Authority for Sewer Installation on S. 10th ACTION REQUESTED: Approve and Adopt the Resolution.

9.11. Resolution No. 14-23/24 Covenant not to Sue and Partial Release of Seico Related to Elizabeth Street Property ACTION REQUESTED: Approve and Adopt the Resolution.
9.12. Resolution No. 15-23/24 Implementing a Hiring Freeze for Heads of Departments or Divisions within the City ACTION REQUESTED: Approve and Adopt the Resolution.
9.13. Ordinance No. 4063-22/23 Amending Chapter 3, Article I, Division 3, Section 13 Regarding the Screening of Dumpsters ACTION REQUESTED: Approve and Adopt the Ordinance.
9.14. Ordinance No. 4064-23/24 Approve Easement for 2412 Court Street ACTION REQUESTED: Approve and Adopt the Ordinance.
9.15. Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street ACTION REQUESTED: Approve and Adopt the Ordinance.
9.16. Ordinance No. 4066-23/24 Approve Purchase of Property at 2004 Sunset Drive ACTION REQUESTED: Approve and Adopt the Ordinance.
10. Any Other Business To Come Before The Council
11. Executive Session 5 ILCS 120/2 (c) 11. Pending Litigation
12. Adjourn

PROCEEDINGS OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY APRIL 17, 2023 AT 9:00 O'CLOCK P.M.
MAYOR PRO TEM BECKY CLOYD PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Cloyd.

CALL TO ORDER

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	8:34 AM
Karen Hohimer	City of Pekin	Councilwoman	Absent	8:37 AM
Dave Nutter	City of Pekin	Councilman	Present	8:31 AM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	8:32 AM
Lloyd Orrick	City of Pekin	Council Member	Present	8:36 AM
John P Abel	City of Pekin	Councilman	Present	8:31 AM

APPROVE AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel
ABSENT:	Karen Hohimer

PUBLIC INPUT

No public input was given.

DISCUSSION

5.1. Budget FY24

Interim City Manager, Mr. Bruce Marston, led the discussion regarding the FY24 Budget and requested feedback from Council. Mr. Marston stated that included in the budget was an allocation showing how staff was allocated among all the departments.

Councilmember Orrick thanked Mr. Marston for all his work on the budget and requested a documented procedure on fuel purchases at the airport.

Councilmember Hilst did not agree that \$500K in the capital improvement budget was for chip seal and requested that it be switched to a mill and overlay project. Councilmember Hilst and Mayor Pro Tem Cloyd felt it was necessary to remove recycling out of the Solid Waste Department and contract with Indian Creek for regular solid waste and recyclables.

Public Works Director discussed the reimbursement for cardboard.

Council discussed whether generated dollars from fees could be used for any governmental expenses. Mr. Marston requested the City Attorney draw up a written explanation on the issue.

Councilmember Hilst, Councilmember Nutter and Mayor Pro Tem Cloyd also requested money be put into the Tharpe Street Project.

Council continued the discussion on removing the recycling program and doing a cost analysis.

Councilmember Nutter also expressed that he would support modifying the recycling program. Councilmember Nutter also suggested purchasing the needed vehicles and working on job descriptions.

Council continued the budget discussion with updates on Court Street, settlement agreement on Broadway Farms, and creating a three year plan.

NEW BUSINESS

Motion to: **Amend Budget to Include Tharpe Street Project for \$280K out of General Fund Reserves**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Dave Nutter, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel
ABSENT:	Karen Hohimer

Motion to: **Amend the Budget and Change the \$500K out of MFT funds from Chip Seal to a Mill and Overlay/Concrete Project**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Dave Nutter, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel
ABSENT:	Karen Hohimer

**6.1. 3460 : Ordinance No. 4046-22/23
Adoption of Fiscal Year 2023-2024 Budget as Amended**

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	Dave Nutter, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel
ABSENT:	Karen Hohimer

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Councilmember Orrick and Councilmember Abel thanked staff for all the work done on the budget.

ADJOURN

There being no further business of the Council, a motion was made by Councilmember Orrick, seconded by Councilmember Abel to adjourn at 9:57 AM. Motion carried viva voice vote.

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY MAY 8, 2023 AT 5:30 O'CLOCK P.M.
MAYOR PRO TEM BECKY CLOYD PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Hohimer.

CALL TO ORDER

Attendee Name	Organization	Title	Status	Arrived	Departed
Rick Hilst	City of Pekin	Councilman	Present	5:10 PM	9:57 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:18 PM	9:57 PM
Dave Nutter	City of Pekin	Councilman	Present	5:15 PM	9:57 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:22 PM	9:57 PM
Mary Burress	City of Pekin	Mayor	Late	5:35 PM	9:57 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:08 PM	9:57 PM
John P Abel	City of Pekin	Councilman	Present	5:13 PM	9:57 PM

APPROVE AGENDA AS AMENDED

A motion was made by Councilmember Orrick seconded by Councilmember Abel to approve the agenda.

Councilmember Hilst made a motion to remove Agenda Item 16.1 Resolution No. 4-23/24 Take Action To Support the Integrity of Internal Employee Investigation, seconded by Councilmember Orrick. On roll call vote all present voted Aye except Councilmember Abel and Councilmember Hohimer. Motion carried.

Councilmember Orrick made a motion to approve the agenda as amended, seconded by Councilmember Hilst. On roll call vote all present voted Aye except Councilmember Hohimer and Councilmember Abel. Motion carried.

3.1. Motion to: Remove 16.1 Resolution No. 4-23/24 Take Action To Support the Integrity of Internal Employee Investigation from the Agenda

RESULT:	ADOPTED [4 TO 2]
MOVER:	Rick Hilst, Councilman
SECONDER:	Lloyd Orrick, John P Abel
AYES:	Rick Hilst, Dave Nutter, Becky Cloyd, Lloyd Orrick
NAYS:	Karen Hohimer, John P Abel
AWAY:	Mary Burress

APPROVAL OF MINUTES

Minutes Acceptance: Minutes of May 8, 2023 5:30 PM (Approval of Minutes)

RESULT:	APPROVED [6 TO 0]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel
AWAY:	Mary Burress

4.1. City Council - Regular Meeting - Apr 24, 2023 5:30 PM

ADJOURN SINE DIE

RESULT:	APPROVED [6 TO 0]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	Karen Hohimer, John P Abel
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel
AWAY:	Mary Burress

OATH OF OFFICE

City Clerk Ms. Sue McMillan administered the Oath of Office to Councilmember Hilst, Councilmember Abel, Councilmember Hohimer.

City Clerk Ms. Sue McMillan administered the Oath of Office to Mayor Mary Burress.

CALL TO ORDER

ROLL CALL

The meeting was called to order by Mayor Burress at 5:52 PM.

City Clerk Ms. Sue McMillan called the roll. All Councilmembers were present.

PUBLIC INPUT

Kelly Madden spoke regarding Agenda Item 13.5 regarding the Derby Street Rehabilitation. Mr. Madden provided a handout to Council and requested that the resolution be amended so that his parking lot would remain intact. Mr. Madden continued his discussion with ADA requirements information that included technical details of curb ramps. He also expressed concern that after the project was complete that he would be in possible violation of his TIF agreement.

Dylan Lemon also spoke regarding the Derby Street Rehabilitation and felt it was important for houses to stay on Derby Street and spoke in favor of Mr. Madden business, Primo.

Keith Dunkelbarger welcomed Mayor Burress and spoke about SMART cities, Derby Rehabilitation and garbage and recycling pickup.

Ann Witzig spoke about the lack of transparency on the website and felt that internal controls were to be questioned regarding the City's finances.

Matthew Johnson congratulated the newly sworn in Councilmembers and Mayor Burress. Mr. Johnson spoke regarding electric aggregation, Derby Street Rehabilitation and the perception that Pekin was not business friendly.

Jody Baker congratulated the new sworn in Councilmembers and Mayor Burress. Ms. Baker spoke in favor of saving the parking lot on Derby Street during the rehabilitation.

PUBLIC HEARING

9.1. 3491 : Public Hearing - CDBG 2023 Annual Action Plan

Mayor Burress opened the public hearing at 6:24 PM.

CDBG Program Manager, Ms. Tina Hauk, explained the Annual Action Plan and the Consolidated Plan. Mr. Hauk announced that the comment period for all documents were open. Each year the City of Pekin receives funds from HUD for eligible activities and projects that included roads, sewer lines, and rehabilitation. In order to receive funding the City must create a 5-year plan to identify its goals. The plan was created for the 2020-2024 term with the comment period changing from 5 days to 30 days. The change was considered substantial allowing the public to comment before the document was submitted to HUD. Last year all proceeds were committed to the purchase of a fire truck in a low income area. The goal for this year was to fund a sewer project and to demolish 10 homes along with partial repayment of the loan and administrative cost for the program. All documents could be found on the City of Pekin website.

No public comment was given.

Mayor Burress closed the hearing at 6:30 PM.

PRESENTATION**10.1. Electric Aggregation**

A representative from Stone River Group, Justin Teiger gave a description of the electric aggregation program. Mr. Teiger explained that he was based out of Bloomington and had been doing electric aggregation since 2012. Mr. Teiger continued to explain that the City of Pekin had put on the ballot to approve electric aggregation a few years back and that Pekin had not been in the program the last year or so because the broker at the time was not able to secure a favorable price. At the end of October a contract was signed with Constellation Energy receiving a rate of 11.898 cents per kilowatt comparable to the utility fall rate with Ameren. The program begins June of 2023 and letter went out to residents the week of April 13th. Residents could opt out of the program at any time with no fee but Ameren asks residents to wait 10 months if out of the program for two months before going back on the program. The rates were expected to increase with Ameren.

Councilmember Orrick pointed out to Mr. Teiger that a lot of residents had not received the letter.

Mr. Teiger stated it was because they were not in the program and could possibly already have a supplier, solar or a classification given by Ameren that puts them out of the program. Any resident could call 1-833-358-0518 or go to the Stone River Group website to opt in.

Councilmember Hohimer pointed out that the Stone River Group was approved by Council as the broker for the City of Pekin in the October 10, 2022 Council meeting.

Interim City Manager, confirmed that the City had a contract with both Stone River Group and Constellation Energy.

ANNOUNCEMENT**11.1. Cancellation of Public Hearing for Proposed East Residential & South Residential TIF Districts**

Interim City Manager, Mr. Bruce Marston, announced that at the April 24, 2023 Council meeting, it was announced that there would be a public hearing for the

residential TIF. Those items were then tabled at that meeting therefore the public hearing was canceled and would be rescheduled when the action items were brought forward at the May 22, 2023 Council meeting.

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

12.1. Proclamation "Salvation Army Day in Pekin" - May 15, 2023 "National Salvation Army Week in Pekin" - May 15-21, 2023

Mayor Burress presented the Proclamation declaring Salvation Army Day in Pekin and National Salvation Army Week in Pekin from May 15-21, 2023 to members of the Salvation Army.

Salvation Army members stated that for 134 years they have provided transitional shelter, a food pantry and a hand up with Pathway of Hope. The members promoted community involvement and volunteer opportunities.

12.2. Proclamation "National Safe Boating Week" - May 20-26, 2023

12.3. Proclamation "Asian Pacific American Heritage Month"

12.4. Financial Reports February 2023 FY23

12.5. Accounts Payable To Be Paid Proof List thru April 14, 2023

12.6. Monthly Incidents April 2023 Pekin Fire

12.7. Tazewell County Animal Control Billing April 2023

12.8. Receive and File Bids for Derby Street Rehabilitation

NEW BUSINESS

Motion to: **Omnibus Vote New Business Items 13.1 thru 13.4**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

13.1. Ordinance No. 4052-23/24 Approve Purchase of Property at 2505 Court Street

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

13.2. Ordinance No. 4053-23/24 Approve Purchase of Property at 320 Stadium Drive (Pekin High School)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

13.3. Ordinance No. 4054-23/24 Approve Purchase of Property at 2020 Court Street

Minutes Acceptance: Minutes of May 8, 2023 5:30 PM (Approval of Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

13.4. Ordinance No. 4055-23/24 Approve Purchase of Property at 2307 Court Street

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

13.5. Resolution No. 1-23/24 Award Derby Street Rehabilitation to Otto Baum
Interim City Manager, Mr. Bruce Marston, presented the request to Council to approve and adopt a resolution awarding the Derby Street Rehabilitation to Otto Baum. Mr. Marston stated that four bids were received and staff recommended pouring a concrete road.

City Engineer, Ms. Josie Esker, explained that asphalt normally lasts about 15 years while concrete lasts usually 30 years.

Councilmember Hilst discussed the parking spot Primo gym would be losing and how 3-4 spaces were going to be saved.

Ms. Esker explained that there was no site plan submitted with Primo's original TIF agreement and it was never clarified that the additional city parking would be added on but the city owned the property. The City would not require Primo gym to have any additional spaces at this time.

Council continued discussing the parking lot and parking options on Derby Street and it was the consensus of the Council to provide Primo gym something in writing that he would not be required to obtain additional parking spaces to meet the stipulation of his TIF agreement.

Kelly Madden explained that he was trying to purchase the lot next to his building but the owner refused to sell.

Ms. Esker offered to meet with Mr. Madden to discuss the layout of the project.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

13.6. Resolution No. 2-23/24 Approve Derby Street Agreement with Illinois American Water

Interim City Manager, Mr. Bruce Marston, presented the agenda item to Council to approve and adopt a resolution approving the Derby Street agreement with Illinois American Water allowing for the water main project to be done concurrently with the road rehabilitation.

City Engineer, Ms. Josie Esker, offered to help coordinate the project but pointed out that Maurer-Stutz was the engineering firm hired for the Derby Street construction and was also hired by Illinois American Water. Ms. Esker was confident that it was clear as to which items the water company would be paying for and which the city was responsible for paying. The City would be reimbursed \$2M by the water company.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

Motion to: **Amend Resolution No. 3-23/24 to Reduce the COLA Increase for Non-Union Employees from 3.5% to 2.5%**

Councilmember Hohimer expressed her disappointment in the Council for not giving a small increase of 3.5% to the non-union employees when inflation was 8%.

Councilmember Orrick stated it was in the best interest of the City to reduce the increase for non-union employees to 2.5%.

RESULT:	ADOPTED [4 TO 3]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	Rick Hilst, Councilman
AYES:	Rick Hilst, Dave Nutter, Becky Cloyd, Lloyd Orrick
NAYS:	Karen Hohimer, Mary Burress, John P Abel

**13.7. 3488 : Resolution No. 3-23/24
Cost of Living Adjustment for Non-union Employees in FY24 Budget as amended**

A motion was made by Councilmember Hohimer, seconded by Councilmember Abel to approve and adopt Resolution No. 3-23/24 Cost of Living Adjustment for Non-union Employees in FY24 Budget.

Interim City Manager, Mr. Bruce Marston, presented the agenda item to Council explained the policy that called for city council to approve any cost of living adjustment for non-union employees by April 30th each year. Mr. Marston explained that COLAs were increases to base salary to counteract the effects of inflation. The resolution recommended a COLA at 3.5% after taking into account other comparable data regarding the consumer price index and the Social Security administration COLA increase of 8.7%.

With no discussion, Councilmember Orrick seconded by Councilmember Hilst motioned to reduce the COLA increase for non-union employees from 3.5% to 2.5%. On roll call vote all present voted Aye except for Councilmember Hohimer, Councilmember Abel and Mayor Burress.

RESULT:	APPROVED AS AMENDED [6 TO 1]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel
NAYS:	Mary Burress

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mr. Bob Grogan, introduced himself as the Interim Finance Director and explained that all information had been submitted for the 2020 audit.

Interim City Manager, Mr. Bruce Marston, added that he was aware that the public had shown concerns but there had not been any major findings besides internal controls.

Fire Chief Trent Reeise, provided a response to the public regarding storm shelters stating that there were no registered storm shelters in Tazewell County. Fire Chief assured that City

Hall and the Fire Station on East Side would always welcome those that needed shelter and those two structures had the capabilities of being storm shelters.

Councilmember Abel announced to the public to be careful at the traffic lights at 14th and Veterans.

Councilmember Nutter announced spring cleanup this weekend from 8am-2pm at the city building on Koch Street.

Mayor Burress stated she was honored and humbled to be sitting in her seat and was looking forward to making the City better and better.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 5. PURCHASE OF PROPERTY, 6. SETTING A PRICE FOR SALE OF PROPERTY, AND 1. PERSONNEL

- 15.1. Motion to: Move into Executive Session to Discuss 5 ILCS 120/2 (c) 5. Purchase of Property, 6. Setting a Price for Sale of Property, and 1. Personnel**
A motion was made to move into Executive Session to discuss 5 ILCS 120/2 (c) 5. Purchase of Property, 6. Setting a Price for Sale of Property, and 1. Personnel at 8:00 PM. On roll call vote all present voted Aye. Motion carried.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Dave Nutter, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

NEW BUSINESS

- 16.1. Removed from Agenda Resolution No. 4-23/24**
Take Action To Support the Integrity of Internal Employee Investigation

ADJOURN

There being no further business of the Council, a motion was made by Councilmember Orrick seconded by Councilmember Hilst that the meeting be adjourned. Motion carried via voice vote.

Mayor Burress adjourned the meeting at 7:56 PM.

PROCEEDINGS OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY MAY 15, 2023 AT 4:00 O'CLOCK P.M.
MAYOR MARY BURRESS PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Abel.

CALL TO ORDER

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	3:42 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	3:42 PM
Dave Nutter	City of Pekin	Councilman	Present	3:42 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	3:43 PM
Mary Burress	City of Pekin	Mayor	Present	3:42 PM
Lloyd Orrick	City of Pekin	Council Member	Present	3:43 PM
John P Abel	City of Pekin	Councilman	Present	3:42 PM

APPROVE AGENDA

- 3.1. Motion to: Move item 6.1 as a Public Discussion Item without Executive Session**
- Mayor Pro Tem Cloyd made a motion to move Executive Session to discuss 5 ILCS 120/2 (c) (1) the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel for the public body to New Business and to discuss the matter openly of the public to hear. The motion was seconded by Councilmember Hilst.
- Mayor Pro Tem Cloyd stated that she would personally file a complaint with the Attorney General's Office if the matter was not discussed openly to the public.
- City Attorney, Ms. Kate Swise, questioned Mayor Pro Tem Cloyd on what basis she would file her complaint.
- Mayor Pro Tem explained that it is a guarantee that the City would not violate any policies of PAC.
- Ms. Swise stated she had no concerns about discussing the executive session item in closed session and that any action could only be taken in open session.

RESULT:	DEFEATED [3 TO 4]
MOVER:	Becky Cloyd, Mayor Pro tem
SECONDER:	Rick Hilst, Councilman
AYES:	Rick Hilst, Becky Cloyd, Lloyd Orrick
NAYS:	Karen Hohimer, Dave Nutter, Mary Burress, John P Abel

3.2. Motion to: Approve Agenda

RESULT:	ADOPTED [4 TO 3]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Karen Hohimer, Dave Nutter, Mary Burress, John P Abel
NAYS:	Rick Hilst, Becky Cloyd, Lloyd Orrick

PUBLIC INPUT

Elaine Ritchey spoke regarding electric aggregation and discussed the rate she locked in through Vista Energy.

John McNish stated that the temporary Financial Auditor and Interim City Manager were going to be let go and wanted to know what effect that would have on the audit.

Ann Witzig stated that there was a rumor that the Mayor was being coached by the previous Mayor and that the previous City Manager would be rehired. Ms. Witzig also spoke regarding tall grass, Council code of conduct and the decline of the community.

EXECUTIVE SESSION 5 ILCS 120/2 (C) (1) THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY.

A motion was made by Councilmember Nutter seconded by Councilmember Hohimer to move into Executive Session to discuss 5 ILCS 120/2 (c) (1) the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel for the public body at 4:21 PM. On roll call vote all present voted Aye except for Mayor Pro Tem Cloyd, Councilmember Orrick and Councilmember Hilst. Motion carried.

Council moved to open session at 7:01 PM. Mayor Burress called the meeting back to order.

RESULT:	APPROVED [4 TO 3]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Karen Hohimer, Dave Nutter, Mary Burress, John P Abel
NAYS:	Rick Hilst, Becky Cloyd, Lloyd Orrick

NEW BUSINESS

RESULT:	APPROVED [4 TO 3]
AYES:	Karen Hohimer, Dave Nutter, Mary Burress, John P Abel
NAYS:	Rick Hilst, Becky Cloyd, Lloyd Orrick

- 6.1. Resolution No. 5-23/24 Discipline and/or dismissal of an administrative employee as appropriate based on results of internal investigation**
- 6.2. Motion to: Amend Resolution 5-23/24 to Remove Bruce Marston as Interim City Manager with Pending Development and Implentation of a Performance Improvement Plan**

Councilmember Cloyd expressed how ashamed and disappointed she was with the decision and felt that Mr. Marston was not given the opportunity to make things right or told of his infractions or accusations. It was injustice and unacceptable.

ADJOURN

There being no further business of the Council a motion was made by Councilmember Hohimer seconded by Councilmember Abel to adjourn the meeting at 7:05 PM. Motion carried viva voice vote.

Minutes Acceptance: Minutes of May 15, 2023 4:00 PM (Approval of Minutes)



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru April 28, 2023

REQUIRED SIGNATURES

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

City Manager:
Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 04/26/2023 - 8:11AM
 Batch: 00007.04.2023 - missy 1 04-28-23



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
A to Z Radiator & Air Conditioning, Inc									
14810									
54775	4/6/2023	340.59	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				a/c line repair on Ladder 3					
54775 Total:		340.59							
A to Z Radiator & Air Con		340.59							
A to Z Rental									
10005									
96881	4/18/2023	3,940.00	0.00	04/28/2023				No	0
100-068-529000 Equipment				new mower for fire dept					
96881 Total:		3,940.00							
96907	4/19/2023	46.62	0.00	04/28/2023				No	0
100-034-529000 Equipment				belt/blade for fire dept push mower					
96907 Total:		46.62							
A to Z Rental Total:		3,986.62							
Advance Auto Parts									
12965									
2646	4/13/2023	112.55	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				battery for bus 1905					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2646 Total:	112.55							
2659	4/13/2023	241.76	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				brake pads, rotors for stock					
	2659 Total:	241.76							
2729	4/17/2023	18.99	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				lug nuts for bus stock					
	2729 Total:	18.99							
2730	4/17/2023	12.58	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				headlight for bus stock					
	2730 Total:	12.58							
2755	4/20/2023	-108.58	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense				returned items for street #444 bucket truck					
	2755 Total:	-108.58							
2756	4/20/2023	9.24	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				mini bulb for bus stock					
	2756 Total:	9.24							
*** 2757	4/20/2023	5.76	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				mini bulbs for bus stock					
	2757 Total:	5.76							
2758	4/20/2023	-9.24	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				returned mini bulb for bus stock					
	2758 Total:	-9.24							
4368	3/14/2023	361.38	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense				oil filters/rotors for #605					
	4368 Total:	361.38							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
5464	4/11/2023	18.66	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				battery terminal protector					
5464 Total:		18.66							
5507	4/12/2023	13.12	0.00	04/28/2023				No	0
100-032-529000 Equipment				oil filter for dura patcher #435					
5507 Total:		13.12							
*** 5624	4/14/2023	154.00	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				10 wipers for buses					
*** 5624	4/14/2023	61.60	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				4 sets of wiper blades					
5624 Total:		215.60							
*** 5625	4/14/2023	154.68	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				rotor for stock					
5625 Total:		154.68							
5631	4/14/2023	47.22	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				oil seal					
5631 Total:		47.22							
*** 5881	4/19/2023	55.24	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense				brake pads for street #444/bucket truck					
5881 Total:		55.24							
5887	4/19/2023	3.59	0.00	04/28/2023				No	0
100-034-534400 Equipment Repairs				spark plug for push mower at fire dept					
5887 Total:		3.59							
5890	4/19/2023	365.44	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense				throttle for bucket truck #444					
5890 Total:		365.44							
5891	4/19/2023	53.34	0.00	04/28/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-534000 Automotive Expense				brake pads for bucket truck #444					
5891 Total:		53.34							
5920	4/20/2023	85.52	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense				serptine belt for street #44					
5920 Total:		85.52							
5921	4/20/2023	85.40	0.00	04/28/2023				No	0
699-069-534000 Automotive Expense				grease vmf					
5921 Total:		85.40							
6078	3/28/2023	14.68	0.00	04/28/2023				No	0
231-031-534400 Equipment Repairs				battery for lawn mower					
6078 Total:		14.68							
6378	4/3/2023	150.76	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				4 brake pads for bus 1905					
6378 Total:		150.76							
6725	4/10/2023	186.84	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				fuel spin on filters for bus stock					
6725 Total:		186.84							
*** 6875	4/13/2023	93.33	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				oil seal for bus dept					
6875 Total:		93.33							
7263	4/20/2023	50.69	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense				brake pads for street #444/bucket truck					
7263 Total:		50.69							
Advance Auto Parts Total:		2,238.55							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Affleck, Francis 11888									
expense-0423	4/15/2023	15.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter 4/15/23					
expense-0423 Total:		15.00							
Affleck, Francis Total:		15.00							
Alert-All Co 10017									
223040052	4/10/2023	2,037.50	0.00	04/28/2023				No	0
100-034-598000 Fire Prevention				fire prevention/hats and cup					
223040052 Total:		2,037.50							
Alert-All Co Total:		2,037.50							
Alexis Fire Equipment Co. 11112									
0075368in	4/19/2023	391.73	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				repairs to Ladder 3					
0075368in Total:		391.73							
Alexis Fire Equipment Co.		391.73							
All Small Engine N More LLC 13945									
4096	3/15/2023	59.00	0.00	04/28/2023				No	0
223-023-534000 Automotive Expense				truck test for sw12					
4096 Total:		59.00							
All Small Engine N More L		59.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Allegra Print & Imaging 10016									
68012	4/13/2023	26.00	0.00	04/28/2023				No	0
100-007-551000 Printing And Publications				business cards for JH					
68012 Total:		26.00							
Allegra Print & Imaging To		26.00							
Allen, Daniel 13749									
expense-0423	4/15/2023	15.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter 4/15/23					
expense-0423 Total:		15.00							
Allen, Daniel Total:		15.00							
Altorfer Inc 10019									
pc080100103	4/11/2023	1,027.45	0.00	04/28/2023				No	0
100-068-529000 Equipment				laser for street dept					
pc080100103 Total:		1,027.45							
Altorfer Inc Total:		1,027.45							
Amazon Capital Services 10020									
19KXRMC4DHCN	4/1/2023	103.56	0.00	04/28/2023				No	0
100-034-522400 General Supplies				storage totes					
19KXRMC4DHCN Total:		103.56							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Amazon Capital Services T	103.56							
Amerencilco 10021									
*** 0780071001	4/6/2023	27.51	0.00	04/28/2023	500 petri ln 3/6-4/4/23			No	0
240-240-550500 Electricity For Street Lights									
0780071001 Total:		27.51							
*** 1270092007	4/6/2023	165.14	0.00	04/28/2023	13906 airport ln electrical vault 3/6-4/4/23			No	0
525-525-550100 Utilities									
1270092007 Total:		165.14							
*** 3139109012	4/6/2023	45.07	0.00	04/28/2023	hanna dr street lights 3/6-4/4/23			No	0
240-240-550500 Electricity For Street Lights									
3139109012 Total:		45.07							
*** 8288305023	4/19/2023	68.70	0.00	04/28/2023	407 acourt st 3/19-4/17/23			No	0
100-068-550100 Utilities									
8288305023 Total:		68.70							
Amerencilco Total:		306.42							
American Water 12288									
4000256890	4/1/2023	1,041.44	0.00	04/28/2023	march 2023 monthly usage			No	0
231-029-560701 American Water Consmpn Repts									
4000256890 Total:		1,041.44							
American Water Total:		1,041.44							
Appell, Nick 14573									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
expense-040423	4/4/2023	45.00	0.00	04/28/2023				No	0
100-761-519000 Training And Education				fuel during k9 training 4/4-4/6/23					
	expense-040423 Total:	45.00							
	Appell, Nick Total:	45.00							
ArchiveSocial									
13658									
27437	3/13/2023	5,988.00	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				archive social media subscription 5/1/23-4/30/24					
	27437 Total:	5,988.00							
	ArchiveSocial Total:	5,988.00							
Armature Motor & Pump Co.									
12391									
39294	3/22/2023	9,259.80	0.00	04/28/2023				No	0
231-030-534400 Equipment Repairs				new pump for state st lift station					
	39294 Total:	9,259.80							
	Armature Motor & Pump C	9,259.80							
Arrowsmith, Doug									
11882									
*** expense-0323	4/18/2023	36.90	0.00	04/28/2023				No	0
223-023-520400 Postage				reissued check/shipping for part return					
	expense-0323 Total:	36.90							
	Arrowsmith, Doug Total:	36.90							
Atlas Supply Company									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10038									
3313901	4/12/2023	119.99	0.00	04/28/2023				No	0
100-068-522400 General Supplies				2 mop heads					
3313901 Total:		119.99							
Atlas Supply Company Tot		119.99							
Automatic Fire Sprinkler, LLC									
11130									
ia3408015	4/17/2023	686.00	0.00	04/28/2023				No	0
100-068-534200 Buildings And Grounds Rep				annual test and inspection on fire sprinklers					
ia3408015 Total:		686.00							
Automatic Fire Sprinkler, L		686.00							
B.E.B. Excavating, Inc									
14924									
1634	4/11/2023	1,500.00	0.00	04/28/2023				No	0
525-525-534200 Buildings And Grounds Rep				clear trees at airport					
1634 Total:		1,500.00							
B.E.B. Excavating, Inc Tot		1,500.00							
Barber, Jesse									
13478									
expense 4/30/23	4/30/2023	801.25	0.00	04/28/2023				No	0
100-761-519000 Training And Education				police tactical firearms training 4/30-5/5/23					
expense 4/30/23 Total:		801.25							
Barber, Jesse Total:		801.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Beck Oil Company of Illinois 14623									
*** 22823	4/5/2023	182.00	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				march 2023 washes for squads					
22823 Total:		182.00							
Beck Oil Company of Illin		182.00							
Behrlawn Mowing & Yard Work 14496									
*** 3469	4/8/2023	180.00	0.00	04/28/2023				No	0
100-068-538000 Maintenance Agreements				mowing of 99 fayette liftstation 4/8/23					
3469 Total:		180.00							
Behrlawn Mowing & Yard		180.00							
Belcher, Paul 14544									
expense-0423	4/13/2023	25.23	0.00	04/28/2023				No	0
100-761-556100 Gasoline/diesel Fuel				fuel for traveling to training					
expense-0423 Total:		25.23							
Belcher, Paul Total:		25.23							
Big Rays Express 14503									
31652	4/10/2023	62.95	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				oil change in squad 5175					
31652 Total:		62.95							
31679	4/11/2023	76.45	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				oil change in squad 5181					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	31679 Total:	76.45							
31893	4/19/2023	62.95	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				oil change in squad 2212					
	31893 Total:	62.95							
31951	4/20/2023	80.95	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				oil change in squad 5209					
	31951 Total:	80.95							
	Big Rays Express Total:	283.30							
Brightspeed 10111									
*** 304021116	4/10/2023	40.25	0.00	04/28/2023				No	0
100-009-550300 Telephone				street dept fax lines 4/10-5/9/23					
	304021116 Total:	40.25							
*** 304022613	4/10/2023	57.47	0.00	04/28/2023				No	0
100-009-550300 Telephone				city fax line 4/10-5/9/23					
	304022613 Total:	57.47							
*** 304025584	4/10/2023	173.51	0.00	04/28/2023				No	0
100-009-550300 Telephone				fire dept phones 4/10-5-9-23					
	304025584 Total:	173.51							
*** 304027612	3/13/2023	73.23	0.00	04/28/2023				No	0
100-009-550300 Telephone				east side pager lines 2/13-3/12/23					
*** 304027612	4/13/2023	72.77	0.00	04/28/2023				No	0
100-009-550300 Telephone				pager line eastside fire 3/813-4/12/23					
	304027612 Total:	146.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Brightspeed Total:	417.23							
Britton Electronics 10083 2239577	4/11/2023	437.99	0.00	04/28/2023				No	0
231-030-534400 Equipment Repairs				repairs to crescent liftstation 4/5/23					
	2239577 Total:	437.99							
	Britton Electronics Total:	437.99							
Burton, Mark E. & Sheri L 14925 1402 lake st	4/14/2023	300.00	0.00	04/28/2023	DERB-LAND	land		No	0
445-041-580200 Purchase Of Property				derby st land acquisition for 1402 lake st					
	1402 lake st Total:	300.00							
	Burton, Mark E. & Sheri L	300.00							
Bush, Josh 11869 expense-0423	4/25/2023	118.00	0.00	04/28/2023				No	0
100-761-519000 Training And Education				police training/ILEAS LESS LETHAL RECERT 4/30-5/1/2					
	expense-0423 Total:	118.00							
	Bush, Josh Total:	118.00							
Calpine Energy Solutions 10590 *** 2310700178914	4/17/2023	56.05	0.00	04/28/2023				No	0
240-240-550600 Electricity For Signal Lights				101 s parkway & mall and commercial traffic lights 1/20-2/					
*** 2310700178914	4/17/2023	4,680.76	0.00	04/28/2023				No	0
240-240-550500 Electricity For Street Lights				500 petri & 1208 koch st cust owned/street lights 1/18-2/16/					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 2310700178914	4/17/2023	1,051.70	0.00	04/28/2023				No	0
231-030-550100 Utilities				various liftstations 1/26-2/26/23					
*** 2310700178914	4/17/2023	630.33	0.00	04/28/2023				No	0
100-068-550100 Utilities				1411 elmgrove tower & 1130 Koch unit A 1/29-3/1/23					
*** 2310700178914	4/17/2023	1,882.38	0.00	04/28/2023				No	0
100-068-550100 Utilities				various public property locations 1/24-2/22/23					
*** 2310700178914	4/17/2023	11,468.24	0.00	04/28/2023				No	0
231-031-550100 Utilities				606 s front & 2500 s 2nd st (fbop) 1/24-2/24/23					
*** 2310700178914	4/17/2023	458.00	0.00	04/28/2023				No	0
525-525-550100 Utilities				various airport locations 2/5-3/6/23					
*** 2310700178914	4/17/2023	436.59	0.00	04/28/2023				No	0
100-032-550100 Utilities				1208 koch and 1140 koch 2/1-3/1/23					
*** 2310700178914	4/17/2023	780.89	0.00	04/28/2023				No	0
501-501-550100 Utilities				various meters at 1130 koch st 1/17-2/15/23					
*** 2310700178914	4/17/2023	1,203.74	0.00	04/28/2023				No	0
100-034-550100 Utilities				3232 court and 272 derby 1/16-2/14/23					
*** 2310700178914	4/17/2023	347.82	0.00	04/28/2023				No	0
699-069-550100 Utilities				1130 koch unit b and 1 meter 1/18-2/15/23					
231070017891495 Total:		22,996.50							
*** 2311000179119	4/20/2023	45.59	0.00	04/28/2023				No	0
240-240-550600 Electricity For Signal Lights				various traffic lights 2/19-3/20/23					
*** 2311000179119	4/20/2023	4,288.73	0.00	04/28/2023				No	0
240-240-550500 Electricity For Street Lights				various street lights 2/16-3/17/23					
*** 2311000179119	4/20/2023	1,045.74	0.00	04/28/2023				No	0
231-030-550100 Utilities				various lift stations 2/13-3/23/23					
*** 2311000179119	4/20/2023	399.69	0.00	04/28/2023				No	0
100-068-550100 Utilities				1411 elmgrove tw and 1130 koch unit a 2/27-4/1/23					
*** 2311000179119	4/20/2023	1,650.83	0.00	04/28/2023				No	0
100-068-550100 Utilities				various public properties 3/8-4/5/23					
*** 2311000179119	4/20/2023	17,138.31	0.00	04/28/2023				No	0
231-031-550100 Utilities				606 s front and 2500 s 2nd 2/22-3/23/23					
*** 2311000179119	4/20/2023	407.05	0.00	04/28/2023				No	0
525-525-550100 Utilities				various airport locations 3/6-4/4/23					
*** 2311000179119	4/20/2023	478.26	0.00	04/28/2023				No	0
100-032-550100 Utilities				1208 koch and 1140 koch 2/15-3/16/23					
*** 2311000179119	4/20/2023	520.11	0.00	04/28/2023				No	0
501-501-550100 Utilities				1130 koch unit b and 1130 koch 3/1-4/1/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 23110001791191	4/20/2023	928.29	0.00	04/28/2023				No	0
100-034-550100 Utilities				3232 court and 272 derby 2/14-3/15/23					
*** 23110001791191	4/20/2023	520.10	0.00	04/28/2023				No	0
699-069-550100 Utilities				1130 koch and unit b					
231100017911901 Total:		27,422.70							
Calpine Energy Solutions T		50,419.20							
Canary, Greg 12910 expense-0423	4/15/2023	28.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter 4/15/23					
expense-0423 Total:		28.00							
Canary, Greg Total:		28.00							
Cascade Engineering 11808 30587277	4/11/2023	3,075.00	0.00	04/28/2023				No	0
223-026-529000 Equipment				50 recycle carts					
30587277 Total:		3,075.00							
30587364	4/12/2023	2,375.00	0.00	04/28/2023				No	0
223-026-529000 Equipment				50 recycle carts					
30587364 Total:		2,375.00							
Cascade Engineering Total		5,450.00							
CINTAS Corporation 10115 4151782360	4/6/2023	196.56	0.00	04/28/2023				No	0
699-069-569000 Other Contractual Service				vmf uniform cleaning 4/6/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
4151782360 Total:		196.56							
4152397705	4/13/2023	196.56	0.00	04/28/2023				No	0
699-069-569000 Other Contractual Service				vmf uniform cleaning 4/13/23					
4152397705 Total:		196.56							
4153137629	4/20/2023	196.56	0.00	04/28/2023				No	0
699-069-569000 Other Contractual Service				vmf uniform cleaning 4/20/23					
4153137629 Total:		196.56							
CINTAS Corporation Total		589.68							
CivicPlus, LLC									
14637									
255688	4/1/2023	5,170.00	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				municode renewal 4/1/23-3/31/24					
255688 Total:		5,170.00							
CivicPlus, LLC Total:		5,170.00							
Classy Grass Inc									
10119									
ci15973	4/1/2023	9,745.63	0.00	04/28/2023				No	0
100-068-538000 Maintenance Agreements				april 2023 installment for classy grass					
ci15973 Total:		9,745.63							
Classy Grass Inc Total:		9,745.63							
Coe Equipment Inc									
10123									
81527	4/7/2023	560.25	0.00	04/28/2023				No	0
231-030-534000 Automotive Expense				repairs to vactor					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
81527 Total:		560.25							
Coe Equipment Inc Total:		560.25							
Comcast Cable 11073									
*** 203130001183	4/2/2023	99.50	0.00	04/28/2023				No	0
100-990-569000 Other Contractual Service				cable at 111 s capitol 4/8-5/7/23					
203130001183 Total:		99.50							
*** 203130447667	4/4/2023	212.85	0.00	04/28/2023				No	0
100-032-569000 Other Contractual Service				2820 court st cameras 4/11-5/10/23					
203130447667 Total:		212.85							
*** 203130449325	4/2/2023	131.85	0.00	04/28/2023				No	0
100-032-569000 Other Contractual Service				1500 s 2nd st camera 4/9-5/8/23					
203130449325 Total:		131.85							
*** 203200090660	3/19/2023	322.01	0.00	04/28/2023				No	0
525-525-550300 Telephone				phone/internet utilities 3/23-4/22/23					
203200090660 Total:		322.01							
Comcast Cable Total:		766.21							
Confidential Security Corp 10891									
101016	3/31/2023	92.55	0.00	04/28/2023				No	0
100-761-569000 Other Contractual Service				confidential material disposal 3/22/23					
101016 Total:		92.55							
98668	11/30/2022	42.40	0.00	04/28/2023				No	0
501-501-569000 Other Contractual Service				confidential material disposal 11/16/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
98668 Total:		42.40							
Confidential Security Corp		134.95							
Conway Shield 14482									
0404156	3/29/2023	17,983.00	0.00	04/28/2023				No	0
100-761-525000 Police Ammunition				police ammunition					
0404156 Total:		17,983.00							
0506013	4/11/2023	210.00	0.00	04/28/2023				No	0
100-034-529000 Equipment				6 hoods					
0506013 Total:		210.00							
0506028	4/11/2023	105.50	0.00	04/28/2023				No	0
100-034-529000 Equipment				rope					
0506028 Total:		105.50							
0506046	4/11/2023	352.24	0.00	04/28/2023				No	0
100-034-529000 Equipment				3 canvas bags for equipment					
0506046 Total:		352.24							
0506199	4/15/2023	55.00	0.00	04/28/2023				No	0
100-034-554300 Uniform & Tool Allowance				1 badge					
0506199 Total:		55.00							
0506259	4/18/2023	85.91	0.00	04/28/2023				No	0
100-034-554300 Uniform & Tool Allowance				1 duty sweatshirt					
0506259 Total:		85.91							
Conway Shield Total:		18,791.65							

Cruce Aviation

AP-To Be Paid Proof List (04/26/2023 - 8:11 AM)

*** means this invoice number is a duplicate.

Page 17

Attachment: To Be Paid Proof List 4-28-23 (3525 : Accounts Payable To Be Paid Proof List thru April 28,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
13646									
634	3/22/2023	4,700.00	0.00	04/28/2023				No	0
525-525-569000 Other Contractual Service				airport consultant fees 2/26-3/26/23					
634 Total:		4,700.00							
Cruce Aviation Total:		4,700.00							
Cummins Inc									
13953									
q160830	3/30/2023	1,761.80	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				repairs/labor to bus 1900					
q160830 Total:		1,761.80							
Cummins Inc Total:		1,761.80							
DOT									
14926									
34	4/10/2023	8,000.00	0.00	04/28/2023				No	0
100-007-569000 Other Contractual Service				DOT software/street asset management 5/1/23-4/30/24					
34 Total:		8,000.00							
DOT Total:		8,000.00							
Elite K-9, Inc.									
11884									
354271	4/21/2023	68.95	0.00	04/28/2023				No	0
100-761-592602 Canine Unit				k-9 equipment					
354271 Total:		68.95							
Elite K-9, Inc. Total:		68.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Enterprise FM Trust 14302									
*** fbn4710693	4/5/2023	1,210.63	0.00	04/28/2023				No	0
100-032-524000 Lease/rental Of Equipment				april 2023 F550 lease payment					
*** fbn4710693	4/5/2023	49,456.36	0.00	04/28/2023				No	0
100-761-524000 Lease/rental Of Equipment				april 2023 police squad car lease payment					
fbn4710693 Total:		50,666.99							
Enterprise FM Trust Total:		50,666.99							
Fastenal Company 10181									
ilpra448116	3/28/2023	301.22	0.00	04/28/2023				No	0
699-069-534000 Automotive Expense				nuts/bolts for vmf stock					
ilpra448116 Total:		301.22							
ilpra448242	3/31/2023	69.59	0.00	04/28/2023				No	0
699-069-529000 Equipment				vmf air chuck for service truck/tool					
ilpra448242 Total:		69.59							
Fastenal Company Total:		370.81							
First UNUM Life Insurance Company 14363									
*** 04786960019	4/13/2023	1,798.86	0.00	04/28/2023				No	0
695-095-517504 A D & D Life Premium				city share life insurance 05/2023					
04786960019 Total:		1,798.86							
First UNUM Life Insuranc		1,798.86							
FirsTech Inc. 12035									
*** 13319	3/31/2023	39.75	0.00	04/28/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
231-029-569000 Other Contractual Service				march 2023 fees					
*** 13319	3/31/2023	39.75	0.00	04/28/2023				No	0
223-023-569000 Other Contractual Service				march 2023 fees					
13319 Total:		79.50							
FirsTech Inc. Total:		79.50							
Five Star Water									
12219									
*** 106351	4/6/2023	21.70	0.00	04/28/2023				No	0
231-031-569000 Other Contractual Service				water delivery 4/6/23					
106351 Total:		21.70							
Five Star Water Total:		21.70							
Fritz, Obed									
12953									
expense-0423	4/24/2023	395.00	0.00	04/28/2023				No	0
100-034-519000 Training And Education				trench rescue tech-level II 5/14-5/19/23					
expense-0423 Total:		395.00							
Fritz, Obed Total:		395.00							
Gardner, Terry									
12295									
expense-0423	4/14/2023	41.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter to rock island 4/14/23					
expense-0423 Total:		41.00							
Gardner, Terry Total:		41.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Gem City Tire 12935									
39727	4/19/2023	170.00	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				rescue 2 fire/front end alignment					
39727 Total:		170.00							
Gem City Tire Total:		170.00							
GFI Digital 13867									
*** 2514136	4/13/2023	719.95	0.00	04/28/2023				No	0
100-001-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	545.17	0.00	04/28/2023				No	0
100-990-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	194.75	0.00	04/28/2023				No	0
100-006-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	258.06	0.00	04/28/2023				No	0
100-763-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	203.06	0.00	04/28/2023				No	0
100-763-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	21.23	0.00	04/28/2023				No	0
100-761-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	328.44	0.00	04/28/2023				No	0
100-764-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	37.20	0.00	04/28/2023				No	0
100-032-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	65.51	0.00	04/28/2023				No	0
100-034-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	144.39	0.00	04/28/2023				No	0
501-501-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	139.56	0.00	04/28/2023				No	0
501-501-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	10.84	0.00	04/28/2023				No	0
501-501-538000 Maintenance Agreements				april 2023 copier usage					
*** 2514136	4/13/2023	10.84	0.00	04/28/2023				No	0
699-069-538000 Maintenance Agreements				april 2023 copier usage					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2514136 Total:		2,679.00							
GFI Digital Total:		2,679.00							
GFL Environmental Services USA, Inc. 14249									
p60005201195	2/28/2023	775.34	0.00	04/28/2023				No	0
231-031-536400 Sludge Removal				sludge disposal 2/24-2/27/23					
p60005201195 Total:		775.34							
p60005201301	3/31/2023	19,811.10	0.00	04/28/2023				No	0
223-023-566500 Landfill Expense				landfill fee 3/16-3/31/23					
p60005201301 Total:		19,811.10							
p60005201313	3/31/2023	3,639.71	0.00	04/28/2023				No	0
231-031-536400 Sludge Removal				sludge disposal 3/17-3/31/23					
p60005201313 Total:		3,639.71							
p90005199697	4/15/2023	3,002.31	0.00	04/28/2023				No	0
223-026-566502 Recycling Expense				curbside recycle fee 3/31-4/14/23					
p90005199697 Total:		3,002.31							
GFL Environmental Servic		27,228.46							
Golf Green Lawn Care 14121									
1014940	4/12/2023	80.00	0.00	04/28/2023				No	0
100-068-538000 Maintenance Agreements				mowing of city hall lawn 4/12/23					
1014940 Total:		80.00							
Golf Green Lawn Care Tot		80.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Granicus 13686									
164412	4/21/2023	12,551.10	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				IQM2 11/1/22-3/31/23					
164412 Total:		12,551.10							
164491	4/1/2023	2,510.22	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				IQM2 4/1/23-4/30/23					
164491 Total:		2,510.22							
Granicus Total:		15,061.32							
Greg's Garage Door 10238									
508	4/18/2023	160.00	0.00	04/28/2023				No	0
525-525-534200 Buildings And Grounds Rep				repair door at airport					
508 Total:		160.00							
Greg's Garage Door Total:		160.00							
Grider, Jerimey 14283									
2	3/22/2023	695.00	0.00	04/28/2023				No	0
275-275-591200 Developer Agreement Payments				J. Grider TIF agreement final payment					
2 Total:		695.00							
Grider, Jerimey Total:		695.00							
Grogan, Robert 14883									
1014	4/17/2023	1,980.12	0.00	04/28/2023				No	0
100-006-569000 Other Contractual Service				b. grogan hotel and mileage 3/27-4/16/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1014 Total:		1,980.12							
Grogan, Robert Total:		1,980.12							
Gutters by Tunyuck 14510 853622	4/12/2023	1,242.50	0.00	04/28/2023	CT8T-00oV	expense		No	0
445-041-580200 Purchase Of Property				board up at 2210 court st/prep for demo					
853622 Total:		1,242.50							
Gutters by Tunyuck Total:		1,242.50							
Hanson Professional Srves Inc 10248 040123	4/1/2023	1,064.83	0.00	04/28/2023	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				moving expense for john richards/court st land acquisition					
040123 Total:		1,064.83							
1101573	4/10/2023	5,327.25	0.00	04/28/2023				No	0
100-007-569000 Other Contractual Service				DOT software updates/street asset management					
1101573 Total:		5,327.25							
1101636	4/11/2023	57,988.38	0.00	04/28/2023	DNTN-ENGR	enr		No	0
445-041-561200 Engineering Fees				derby st design engineering					
1101636 Total:		57,988.38							
1101696	4/13/2023	32,304.55	0.00	04/28/2023	CT8T-00oV	enr		No	0
445-041-561200 Engineering Fees				court st design engineering					
1101696 Total:		32,304.55							
1101716	4/13/2023	309.45	0.00	04/28/2023				No	0
100-007-569000 Other Contractual Service				grant prep for veterans					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
1101716 Total:		309.45							
1101717	4/13/2023	536.58	0.00	04/28/2023				No	0
100-007-569000 Other Contractual Service				RAISE grant prepration for court st					
1101717 Total:		536.58							
Hanson Professional Srves		97,531.04							
Harris Pest Control 10251									
122102	4/6/2023	215.00	0.00	04/28/2023				No	0
231-031-566600 Pest Control				pest control at wwtp and sub station at prison 4/6/23					
122102 Total:		215.00							
122103	4/6/2023	60.00	0.00	04/28/2023				No	0
525-525-566600 Pest Control				pest control at airport 4/6/23					
122103 Total:		60.00							
Harris Pest Control Total:		275.00							
Havens, Michelle 11019									
expense-0423	4/8/2023	15.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora, IL 4/8/23					
expense-0423 Total:		15.00							
Havens, Michelle Total:		15.00							
Hawkins Inc. 12742									
6432145	3/27/2023	11,495.00	0.00	04/28/2023				No	0
231-031-522200 Chemical Supplies				polymer at wwtp					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
6432145 Total:		11,495.00							
Hawkins Inc. Total:		11,495.00							
Heart Technologies, Inc 12949 33754481	3/31/2023	5,530.62	0.00	04/28/2023				No	0
100-009-550300 Telephone				lease on phones 3/23					
33754481 Total:		5,530.62							
Heart Technologies, Inc To		5,530.62							
Henricksen 10263 746696	4/12/2023	1,205.56	0.00	04/28/2023				No	0
100-068-534200 Buildings And Grounds Rep				1 allsteel filing cabinet					
746696 Total:		1,205.56							
Henricksen Total:		1,205.56							
Herr Petroleum Corporation 12712 *** d40449	4/14/2023	6,450.89	0.00	04/28/2023				No	0
699-000-160100 Fuel Inventory				delivery of 2000 gallons of regular fuel 4/14/23					
*** d40449	4/14/2023	10,709.24	0.00	04/28/2023				No	0
699-000-160100 Fuel Inventory				delivery of 3000 gallons of diesel 4/14/23					
d40449 Total:		17,160.13							
Herr Petroleum Corporatio		17,160.13							

Heyl, Royster, Voelker & Allen, P.C.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14741									
1568308	4/10/2023	880.00	0.00	04/28/2023				No	0
100-003-561000 Legal Fees				professional services rendered ending 03/24/23					
1568308 Total:		880.00							
1568309	4/10/2023	400.00	0.00	04/28/2023				No	0
100-003-561004 Admin Hearing Officer				adjudication hearings 3/23 and 3/29/23					
1568309 Total:		400.00							
Heyl, Royster, Voelker & A		1,280.00							
Hi Line Supply Company Ltd									
11583									
907815	3/21/2023	274.81	0.00	04/28/2023				No	0
231-031-534400 Equipment Repairs				repairs made to air line on aeration tank					
907815 Total:		274.81							
Hi Line Supply Company L		274.81							
Hoerr Construction Inc									
10269									
*** 123145	4/18/2023	56,271.79	0.00	04/28/2023	FY23-SWRL	enr		No	0
231-030-564000 Sewer Maintenance/Improvement				derby st sewer lining 2023					
*** 123145	4/18/2023	175,909.09	0.00	04/28/2023	FY23-SWRL	enr		No	0
261-321-511300 Public Facilities & Infra				derby st sewer lining 2023					
123145 Total:		232,180.88							
Hoerr Construction Inc Tot		232,180.88							
Hueber LLC									
13948									
ivc00000373292	4/20/2023	595.10	0.00	04/28/2023				No	0
100-761-592602 Canine Unit				dog food for k-9					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	ivc00000373292 Total:	595.10							
	Hueber LLC Total:	595.10							
Hugh Saxe Enterprises, Inc. 14364 1004283	3/25/2022	32.95	0.00	04/28/2023				No	0
525-525-524000 Lease/rental Of Equipment				rental on water softner 4/1/22-4/30/22					
1004283 Total:		32.95							
1005348	3/27/2023	32.95	0.00	04/28/2023				No	0
525-525-524000 Lease/rental Of Equipment				rental on water softner 4/1-4/30/23					
1005348 Total:		32.95							
Hugh Saxe Enterprises, Inc		65.90							
i3 Broadband 12074 *** 27916471	4/1/2023	11,776.56	0.00	04/28/2023				No	0
100-009-550300 Telephone				city phone and data 4/1-4/30/23					
27916471 Total:		11,776.56							
i3 Broadband Total:		11,776.56							
IACP 12148 4035	4/12/2023	500.00	0.00	04/28/2023				No	0
100-761-551600 Dues And Subscriptions				annual membership JD to IACP 8/30/23-8/30/24					
4035 Total:		500.00							
4036	4/12/2023	500.00	0.00	04/28/2023				No	0
100-761-551600 Dues And Subscriptions				annual membership CH to IACP 8/30/23-8/30/24					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
4036 Total:		500.00							
IACP Total:		1,000.00							
Identification Technologies 10927 280699	5/1/2023	3,495.00	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				live scan maintenance agreement 5/1/23-4/30/24					
280699 Total:		3,495.00							
Identification Technologies		3,495.00							
IL American Water 10291 *** 210000995141	4/18/2023	103.42	0.00	04/28/2023				No	0
100-068-550100 Utilities				3232 court st 3/15-4/17/23					
210000995141 Total:		103.42							
*** 210000997451	4/6/2023	87.06	0.00	04/28/2023				No	0
100-068-550100 Utilities				1000 n 14th 3/3-4/4/23					
210000997451 Total:		87.06							
*** 210001081786	4/7/2023	14.53	0.00	04/28/2023				No	0
100-068-550100 Utilities				400 s 7th st yd hy 3/4-4/5/23					
210001081786 Total:		14.53							
*** 210001171146	4/11/2023	169.27	0.00	04/28/2023				No	0
100-068-550100 Utilities				1130 koch st 3/8-4/10/23					
210001171146 Total:		169.27							
*** 210001172927	4/6/2023	124.10	0.00	04/28/2023				No	0
100-068-550100 Utilities				111 s capitol st fire protection 4/4-5/1/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	210001172927 Total:	124.10							
*** 210001359625	4/7/2023	14.53	0.00	04/28/2023				No	0
100-068-550100 Utilities				925 court st yd hy 3/4-4/5/23					
	210001359625 Total:	14.53							
*** 210002243143	4/18/2023	24.93	0.00	04/28/2023				No	0
100-068-550100 Utilities				2500 s 2nd st 3/15-4/17/23					
	210002243143 Total:	24.93							
*** 210002547388	4/10/2023	89.21	0.00	04/28/2023				No	0
100-068-550100 Utilities				272 derby st 3/7-4/6/23					
	210002547388 Total:	89.21							
*** 210003041258	4/11/2023	18.28	0.00	04/28/2023				No	0
100-068-550100 Utilities				1118 derby st yd hy 3/8-4/10/23					
	210003041258 Total:	18.28							
*** 210003090717	4/11/2023	62.10	0.00	04/28/2023				No	0
100-068-550100 Utilities				1208 koch st 3/8-4/10/23					
	210003090717 Total:	62.10							
*** 210003283755	4/14/2023	24.75	0.00	04/28/2023				No	0
100-068-550100 Utilities				1842 court st yd hy 3/11-4/13/23					
	210003283755 Total:	24.75							
*** 210003326348	4/6/2023	18.08	0.00	04/28/2023				No	0
100-068-550100 Utilities				800 mary st yd hy 3/2-4/3/23					
	210003326348 Total:	18.08							
*** 210003750453	4/13/2023	24.71	0.00	04/28/2023				No	0
100-068-550100 Utilities				1613 valle vista blvd yd hy 3/10-4/12/23					
	210003750453 Total:	24.71							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 220001944051	4/12/2023	128.57	0.00	04/28/2023				No	0
100-032-550100 Utilities				1200 koch st 3/8-4/10/23					
220001944051 Total:		128.57							
IL American Water Total:		903.54							
IL Dept of Revenue 10298									
1165497552	4/13/2023	73.00	0.00	04/28/2023				No	0
525-000-218800 Sales Tax Payable				march 2023 airport fuel sales tax					
1165497552 Total:		73.00							
IL Dept of Revenue Total:		73.00							
IL Oil Marketing Equipment 10313									
38013	4/13/2023	2,412.53	0.00	04/28/2023				No	0
525-525-534400 Equipment Repairs				fuel system filter replacement					
38013 Total:		2,412.53							
38046	4/14/2023	129.46	0.00	04/28/2023				No	0
231-031-522400 General Supplies				fittings & nozzle for hose to use to clean tanks					
38046 Total:		129.46							
IL Oil Marketing Equipme		2,541.99							
ILETSB Executive Institute 11183									
65045715	4/21/2023	125.00	0.00	04/28/2023				No	0
100-763-519000 Training And Education				conference for BI 6/14/23-6/15/23					
65045715 Total:		125.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
ILETSB Executive Institut		125.00							
Illini Plumbing, Inc. 12264 18096	4/13/2023	297.59	0.00	04/28/2023				No	0
100-068-534200 Buildings And Grounds Rep				repaired urinal at 3232 court/fire station 1					
18096 Total:		297.59							
Illini Plumbing, Inc. Total:		297.59							
Innovative Medical Therapies LLC 14507 1619	4/6/2023	150.00	0.00	04/28/2023				No	0
501-501-559000 Medical Expense/supplies				physical and drug screen for CH					
1619 Total:		150.00							
Innovative Medical Therap		150.00							
Interstate Batteries of Centra 10330 *** 20020884	4/6/2023	278.85	0.00	04/28/2023				No	0
223-023-534000 Automotive Expense				3 batteries/stock					
*** 20020884	4/6/2023	278.85	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense				3 batteries/stock					
20020884 Total:		557.70							
*** 20021012	4/13/2023	278.85	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				3 batteries-bus stock					
*** 20021012	4/13/2023	185.90	0.00	04/28/2023				No	0
223-023-534000 Automotive Expense				2 batteries/stock					
*** 20021012	4/13/2023	278.85	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense				3 batteries/stock					

Attachment: To Be Paid Proof List 4-28-23 (3525 : Accounts Payable To Be Paid Proof List thru April 28,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	20021012 Total:	743.60							
	Interstate Batteries of Cent	1,301.30							
IWIRC 10335 381098	3/27/2023	74.00	0.00	04/28/2023				No	0
501-501-559000 Medical Expense/supplies				drug/alcohol screen post accident DS					
	381098 Total:	74.00							
	IWIRC Total:	74.00							
Jacob & Klein, Ltd 13448 *** pekinbdd1	4/10/2023	232.65	0.00	04/28/2023				No	0
277-277-560500 Consulting Services				J&K CBD BDD 1st qtr 2023					
	pekinbdd1 Total:	232.65							
pekincbdtif 270-270-560500 Consulting Services	4/10/2023	280.80	0.00	04/28/2023				No	0
				J&K CBD TIF 1st qtr 2023					
	pekincbdtif Total:	280.80							
*** pekincourtsttif 275-275-560500 Consulting Services	4/10/2023	465.30	0.00	04/28/2023				No	0
				J&K CBD TIF 1st qtr 2023					
	pekincourtsttif Total:	465.30							
pekinsouthindti 270-270-560500 Consulting Services	4/10/2023	196.55	0.00	04/28/2023				No	0
				J&K CBD TIF 1st qtr 2023					
	pekinsouthindti Total:	196.55							
	Jacob & Klein, Ltd Total:	1,175.30							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Key Equipment 10353									
stl203277	2/13/2023	1,140.27	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense					dirt shoe for pelican sweeper				
	stl203277 Total:	1,140.27							
	Key Equipment Total:	1,140.27							
Kimball Midwest 11679									
*** 100972703	4/20/2023	147.00	0.00	04/28/2023				No	0
223-023-522400 General Supplies					heavy duty clamps for cart repairs				
*** 100972703	4/20/2023	147.00	0.00	04/28/2023				No	0
223-025-522400 General Supplies					heavy duty clamps for cart repairs				
	100972703 Total:	294.00							
	Kimball Midwest Total:	294.00							
Knox Company 14580									
invka346264m	4/3/2023	1,827.00	0.00	04/28/2023				No	0
100-034-529000 Equipment					medicine vault				
	invka346264m Total:	1,827.00							
	Knox Company Total:	1,827.00							
Lexipol LLC 11670									
inlex15542	3/7/2023	9,274.54	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements					lexipol software annual fire bulletins 4/1/23-3/31/24				
	inlex15542 Total:	9,274.54							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Lexipol LLC Total:		9,274.54							
LHF Compost, Inc. 11829									
1710348	4/14/2023	2,243.43	0.00	04/28/2023				No	0
223-025-566501 Compost Site Expense				yw fee 4/10-4/14/23					
1710348 Total:		2,243.43							
LHF Compost, Inc. Total:		2,243.43							
Macqueen Emergency 10230									
p01615	4/3/2023	3,104.17	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				caliper/rotors for ladder 1					
p01615 Total:		3,104.17							
p01625	4/11/2023	332.71	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				repairs to ladder 1					
p01625 Total:		332.71							
p01627	4/11/2023	1,327.71	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				repairs to ladder 1					
p01627 Total:		1,327.71							
p01641	4/14/2023	882.86	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				repairs to engine 2					
p01641 Total:		882.86							
p01651	4/20/2023	894.06	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				repairs to ladder 1					
p01651 Total:		894.06							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Macqueen Emergency Tota	6,541.51							
Marquette Soft Water Co. 13173									
653981	4/20/2023	120.00	0.00	04/28/2023				No	0
100-034-534400 Equipment Repairs				water filter maintenance					
653981 Total:		120.00							
Marquette Soft Water Co. T		120.00							
Martin Equipment of Illinois Inc. 11110									
711988	4/13/2023	450.00	0.00	04/28/2023				No	0
100-068-524000 Lease/rental Of Equipment				rental on john deere 4/10/2023					
711988 Total:		450.00							
Martin Equipment of Illino		450.00							
Martin Hood 14700									
183815	1/31/2023	2,752.57	0.00	04/28/2023				No	0
100-006-511600 Salary: All Personnel				professional services rendered					
183815 Total:		2,752.57							
184126	2/28/2023	1,837.60	0.00	04/28/2023				No	0
100-006-511600 Salary: All Personnel				professional services rendered					
184126 Total:		1,837.60							
Martin Hood Total:		4,590.17							

Maurer Environmental Services LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14392									
170338	4/21/2023	1,860.00	0.00	04/28/2023	CT8T-00oV	expense		No	0
445-041-580200 Purchase Of Property				court st/asbestos testing for 2201, 2211 and 2213 court					
170338 Total:		1,860.00							
Maurer Environmental Ser		1,860.00							
Maurer-Stutz Inc									
10402									
43768	3/31/2023	1,225.00	0.00	04/28/2023				No	0
270-270-561200 Engineering Fees				336 margaret parking lot design/survey					
43768 Total:		1,225.00							
43769	3/31/2023	4,022.50	0.00	04/28/2023				No	0
270-270-561200 Engineering Fees				200 block court/appey plats					
43769 Total:		4,022.50							
43770	3/31/2023	540.00	0.00	04/28/2023				No	0
270-270-561200 Engineering Fees				200 block court/parking lot design					
43770 Total:		540.00							
Maurer-Stutz Inc Total:		5,787.50							
May Welding Repair and Fabrication, LLC									
14112									
3460	3/10/2023	192.50	0.00	04/28/2023				No	0
223-023-534000 Automotive Expense				patched back floor on sw12					
3460 Total:		192.50							
May Welding Repair and F		192.50							

Menards

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10414									
46045	4/4/2023	10.58	0.00	04/28/2023				No	0
100-032-523000 Traffic/Street Signs & Marking				washers for street signs					
46045 Total:		10.58							
*** 46117	4/5/2023	17.30	0.00	04/28/2023				No	0
231-031-529000 Equipment				hose clamp and toggle bolts to repair chlorine equipment					
46117 Total:		17.30							
46296	4/7/2023	66.67	0.00	04/28/2023				No	0
223-023-522400 General Supplies				toilet bowl cleaner, paper towels and various cleaning suppl					
46296 Total:		66.67							
46310	4/7/2023	7.99	0.00	04/28/2023				No	0
223-023-522400 General Supplies				a safety vest for solid waste dept					
46310 Total:		7.99							
46484	4/10/2023	87.47	0.00	04/28/2023				No	0
100-034-522400 General Supplies				broom and trash can for garage					
46484 Total:		87.47							
46561	4/11/2023	292.32	0.00	04/28/2023				No	0
100-068-522400 General Supplies				84 cases of water for street dept					
46561 Total:		292.32							
46570	4/7/2023	8.95	0.00	04/28/2023				No	0
100-032-523000 Traffic/Street Signs & Marking				clams for signs					
46570 Total:		8.95							
46581	4/11/2023	283.27	0.00	04/28/2023				No	0
100-034-522400 General Supplies				wax, tire foam and drying cloths/cleaning supplies					
46581 Total:		283.27							
46595	4/11/2023	81.38	0.00	04/28/2023				No	0
100-068-522400 General Supplies				road graffiti cover up for river					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	46595 Total:	81.38							
46636	4/12/2023	323.48	0.00	04/28/2023				No	0
100-034-522400	General Supplies			key tags and pre mix fuel					
	46636 Total:	323.48							
46651	4/7/2023	17.90	0.00	04/28/2023				No	0
100-032-523000	Traffic/Street Signs & Marking			hose clamps for signs					
	46651 Total:	17.90							
46732	4/13/2023	110.04	0.00	04/28/2023				No	0
100-034-522400	General Supplies			batters, wax and trash can liners					
	46732 Total:	110.04							
46733	4/13/2023	134.00	0.00	04/28/2023				No	0
100-032-523000	Traffic/Street Signs & Marking			storm door for north side fire station/1000 n 14th					
	46733 Total:	134.00							
46738	4/13/2023	1,272.72	0.00	04/28/2023				No	0
100-034-529000	Equipment			5 ems cabinet					
	46738 Total:	1,272.72							
46739	4/13/2023	2,549.90	0.00	04/28/2023				No	0
100-034-529000	Equipment			10 stacking cabinets					
	46739 Total:	2,549.90							
46740	4/13/2023	895.84	0.00	04/28/2023				No	0
100-034-529000	Equipment			16 ems cabinets					
	46740 Total:	895.84							
46819	4/14/2023	155.91	0.00	04/28/2023				No	0
100-068-534200	Buildings And Grounds Rep			paper lawn bags, leaf rake and 48 bags of mulch					
	46819 Total:	155.91							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
47077	4/19/2023	13.68	0.00	04/28/2023				No	0
100-032-523000 Traffic/Street Signs & Marking				hex bolts for signs					
47077 Total:		13.68							
47093	4/19/2023	14.64	0.00	04/28/2023				No	0
231-031-522400 General Supplies				distilled water for lab testing					
47093 Total:		14.64							
47157	4/19/2023	101.56	0.00	04/28/2023				No	0
100-068-522400 General Supplies				cleaning supplies for public property					
47157 Total:		101.56							
47183	4/19/2023	74.72	0.00	04/28/2023				No	0
100-034-522400 General Supplies				crate, soaps and duct tape					
47183 Total:		74.72							
47234	4/20/2023	37.97	0.00	04/28/2023				No	0
100-068-534200 Buildings And Grounds Rep				filter for bus dept					
47234 Total:		37.97							
47239	4/20/2023	6.49	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				security bit tool for squads					
47239 Total:		6.49							
Menards Total:		6,564.78							
MES Inc									
10415									
in18538379	4/11/2023	92.32	0.00	04/28/2023				No	0
100-034-534400 Equipment Repairs				SCBA repair					
in18538379 Total:		92.32							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MES Inc Total:		92.32							
Midwest Transit Equipment 10421									
2755462	4/7/2023	279.47	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				disc chamber for ladder 1					
2755462 Total:		279.47							
*** x10106380601	9/21/2022	-147.75	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				duplicate payment					
x10106380601 Total:		-147.75							
*** x10106463801	11/28/2022	-45.60	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				duplicate payment					
x10106463801 Total:		-45.60							
x10106641501	4/7/2023	502.20	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				mini bulbs/strobes/stock for buses					
x10106641501 Total:		502.20							
x10106650701	4/14/2022	85.34	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				rear axle shaft gasket/seal for bus 1960					
x10106650701 Total:		85.34							
x10106659901	4/20/2022	748.27	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				parking brake for bus 1920					
x10106659901 Total:		748.27							
x10106660001	4/20/2022	136.53	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				windshield for bus 1914					
x10106660001 Total:		136.53							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Midwest Transit Equipmen	1,558.46							
Miller & Son Construction Co 14914									
2	4/8/2023	42,580.00	0.00	04/28/2023				No	0
270-270-584009	General Public Improvements			336 margaret parking lot rehab					
2 Total:		42,580.00							
Miller & Son Construction		42,580.00							
Miller Hall & Triggs 10423									
*** 62	3/31/2023	18,619.57	0.00	04/28/2023				No	0
100-003-560600	Corporate Counsel Fees			general legal matters					
*** 62	3/31/2023	44.00	0.00	04/28/2023				No	0
100-003-561001	Legal Services - Police Labor			simmon case					
*** 62	3/31/2023	3,604.54	0.00	04/28/2023				No	0
100-003-560600	Corporate Counsel Fees			ordinance violations					
*** 62	3/31/2023	980.00	0.00	04/28/2023				No	0
100-003-560600	Corporate Counsel Fees			demolitions					
*** 62	3/31/2023	60.00	0.00	04/28/2023				No	0
100-003-560600	Corporate Counsel Fees			zba/planning commission					
*** 62	3/31/2023	2,266.00	0.00	04/28/2023				No	0
100-003-561003	Legal Services - Teamsters			general labor matters					
*** 62	3/31/2023	242.00	0.00	04/28/2023				No	0
100-003-561001	Legal Services - Police Labor			police matters					
*** 62	3/31/2023	66.00	0.00	04/28/2023				No	0
699-069-569000	Other Contractual Service			general unit matters					
*** 62	3/31/2023	176.00	0.00	04/28/2023				No	0
100-003-561002	Legal Services - Fire Labor			fire matters					
62 Total:		26,058.11							
Miller Hall & Triggs Total:		26,058.11							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Moore, Keith 13383									
expense-0423	4/5/2023	26.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter 4/5/23					
expense-0423 Total:		26.00							
Moore, Keith Total:		26.00							
NCL of Wisconsin Inc 12393									
485624	4/7/2023	303.87	0.00	04/28/2023				No	0
231-031-522600 Machine Lubricant & Oil				lab testing supplies at wwtp					
485624 Total:		303.87							
NCL of Wisconsin Inc Tota		303.87							
Office of the State Fire Marshall 10616									
9672940	1/18/2023	140.00	0.00	04/28/2023				No	0
100-068-557200 License And Inspection Fees				boiler inspections for 272 derby and 1000 n 14th fire station					
9672940 Total:		140.00							
Office of the State Fire Ma		140.00							
Overhead Door Corporation 10941									
19754599	2/17/2023	775.00	0.00	04/28/2023				No	0
100-068-534200 Buildings And Grounds Rep				garage door for fire station 1					
19754599 Total:		775.00							
Overhead Door Corporatio		775.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Pekin Food & Gas Inc. 14927									
815 derby	4/6/2023	1,200.00	0.00	04/28/2023	DERB-LAND	land		No	0
445-041-580200 Purchase Of Property				derby st land acquisition/815 derby					
815 derby Total:		1,200.00							
Pekin Food & Gas Inc. Tot		1,200.00							
Pekin Public Library 10488									
04172023	4/17/2023	42,790.79	0.00	04/28/2023				No	0
100-990-496200 PPRT Tax Clearing Acct				com april 2023 pprrt					
04172023 Total:		42,790.79							
Pekin Public Library Total:		42,790.79							
Pekin Shoe Repair 10490									
6774	4/17/2023	88.00	0.00	04/28/2023				No	0
100-007-554300 Uniforms And Tools				boot allowance/JH					
6774 Total:		88.00							
Pekin Shoe Repair Total:		88.00							
Phillips, Bethany 14478									
expense-0423	4/6/2023	26.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter 4/6/23					
expense-0423 Total:		26.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Phillips, Bethany Total:		26.00							
Puritan Springs Water 10766									
*** 1386911	3/16/2023	24.50	0.00	04/28/2023				No	0
525-525-569000 Other Contractual Service				water delivery to airport 3/14/23					
1386911 Total:		24.50							
*** 1523786	4/13/2023	86.55	0.00	04/28/2023				No	0
100-990-569000 Other Contractual Service				water delivered to 111 s capitol st 4/13/23					
1523786 Total:		86.55							
Puritan Springs Water Tota		111.05							
Quadient Finance USA Inc 13754									
inv60007056	3/14/2023	180.00	0.00	04/28/2023				No	0
100-990-524000 Lease/rental Of Equipment				postage meter lease 1/15-3/14/23					
inv60007056 Total:		180.00							
Quadient Finance USA Inc		180.00							
Quikrete Companies 11426									
*** 26771314	4/3/2023	147.49	0.00	04/28/2023				No	0
231-033-564100 Drainage Improvements				concrete and mortar stock for catch basin sanitary sweeper					
*** 26771314	4/3/2023	147.49	0.00	04/28/2023				No	0
231-030-564000 Sewer Maintenance/Improvemen				concrete and mortar stock for catch basin sanitary sweeper					
26771314 Total:		294.98							
Quikrete Companies Total:		294.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Ragan Communications Inc 10533									
28643	4/13/2023	220.00	0.00	04/28/2023				No	0
100-034-555000 Radio Expense				tornado siren repair					
28643 Total:		220.00							
Ragan Communications In		220.00							
Rainbo Oil Co 10534									
*** 9159777	4/6/2023	220.58	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				DEF bulk					
*** 9159777	4/6/2023	220.58	0.00	04/28/2023				No	0
223-023-534000 Automotive Expense				DEF bulk					
9159777 Total:		441.16							
*** 9160024	4/20/2023	174.65	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				DEF bulk					
*** 9160024	4/20/2023	189.64	0.00	04/28/2023				No	0
223-023-534000 Automotive Expense				DEF bulk					
9160024 Total:		364.29							
Rainbo Oil Co Total:		805.45							
Ranney, Seth 14123									
*** pettycash4/23	4/18/2023	500.00	0.00	04/28/2023				No	0
100-763-592600 Special Investigations Exp				official advance funds/fitzgerald					
*** pettycash4/23	4/18/2023	25.99	0.00	04/28/2023				No	0
100-761-529000 Equipment				floor mats for new durango					
*** pettycash4/23	4/18/2023	38.98	0.00	04/28/2023				No	0
100-005-597900 Employee Recognition				retirement reception supplies					
*** pettycash4/23	4/18/2023	39.99	0.00	04/28/2023				No	0
100-005-597900 Employee Recognition				helmicks retirement cake					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** pettycash4/23	4/18/2023	400.00	0.00	04/28/2023				No	0
100-763-592600 Special Investigations Exp				official adanced funds/beecher					
	pettycash4/23 Total:	1,004.96							
	Ranney, Seth Total:	1,004.96							
Ray O'Herron Co Inc									
10539									
2263992	4/13/2023	1,242.57	0.00	04/28/2023				No	0
100-761-554300 Tools & Uniforms				new hire uniforms for NS					
	2263992 Total:	1,242.57							
2263994	4/13/2023	1,566.53	0.00	04/28/2023				No	0
100-761-554300 Tools & Uniforms				new hire uniforms for CB					
	2263994 Total:	1,566.53							
2264000	4/13/2023	1,603.43	0.00	04/28/2023				No	0
100-761-554300 Tools & Uniforms				new hire uniforms for KK					
	2264000 Total:	1,603.43							
2264160	4/13/2023	862.54	0.00	04/28/2023				No	0
100-761-554300 Tools & Uniforms				12 retiree badges					
	2264160 Total:	862.54							
2265290	4/19/2023	151.51	0.00	04/28/2023				No	0
100-761-554300 Tools & Uniforms				new uniform for NS					
	2265290 Total:	151.51							
2265292	4/19/2023	52.48	0.00	04/28/2023				No	0
100-761-554300 Tools & Uniforms				new hire uniforms					
	2265292 Total:	52.48							
2265582	4/20/2023	1,187.08	0.00	04/28/2023				No	0
100-761-529000 Equipment				maintenance for new squads					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2265582 Total:		1,187.08							
3153416	4/12/2023	2,003.00	0.00	04/28/2023				No	0
100-761-529000 Equipment				docks for new squads					
3153416 Total:		2,003.00							
3153595	4/13/2023	2,870.80	0.00	04/28/2023				No	0
100-761-554300 Tools & Uniforms				21 badges					
3153595 Total:		2,870.80							
Ray O'Herron Co Inc Total		11,539.94							
Reditus Laboratories 13996									
11658883	8/2/2022	585.00	0.00	04/28/2023				No	0
501-501-559000 Medical Expense/supplies				july 2022 covid testing bus dept					
11658883 Total:		585.00							
Reditus Laboratories Total:		585.00							
Reliant Auto Glass 13849									
12068	4/21/2023	250.00	0.00	04/28/2023				No	0
501-501-534000 Automotive Expense				windshield install on bus 1914					
12068 Total:		250.00							
Reliant Auto Glass Total:		250.00							
Romero-Velazquez, Lauren 13464									
expense-0423	4/14/2023	26.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter 4/14/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
expense-0423 Total:		26.00							
Romero-Velazquez, Lauren		26.00							
S & S Builders Hardware Company 12252									
0577395	4/10/2023	1,783.43	0.00	04/28/2023				No	0
100-068-534200 Buildings And Grounds Rep				2 mortace locks for city hall					
0577395 Total:		1,783.43							
S & S Builders Hardware C		1,783.43							
Sabre Security Equipment Corp 14928									
ps-inv0157580	4/19/2023	90.00	0.00	04/28/2023				No	0
100-761-519000 Training And Education				training for JR					
ps-inv0157580 Total:		90.00							
Sabre Security Equipment		90.00							
SATO America Inc 11709									
305106029	4/5/2023	100.14	0.00	04/28/2023				No	0
100-761-522400 General Supplies				storage containers for evidence					
305106029 Total:		100.14							
SATO America Inc Total:		100.14							
Schertz, Christy 13362									
expense-0423	4/8/2023	15.00	0.00	04/28/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
501-501-554200 Meals/Lodging				charter 4/8/23					
expense-0423 Total:		15.00							
Schertz, Christy Total:		15.00							
Schwartz Electric 10579									
17599	4/13/2023	4,357.50	0.00	04/28/2023				No	0
100-990-599999 Contingency				julie locates 3/29-4/11/23					
17599 Total:		4,357.50							
17600	4/13/2023	222.60	0.00	04/28/2023				No	0
100-068-534200 Buildings And Grounds Rep				replaced breaker at fire station #1					
17600 Total:		222.60							
17601	4/13/2023	945.68	0.00	04/28/2023				No	0
100-068-538000 Maintenance Agreements				installed aerators at industrial park (8)					
17601 Total:		945.68							
Schwartz Electric Total:		5,525.78							
Security Services, LLC 12195									
nss0027356	3/31/2023	190.00	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				DNS maintenance 3/1-3/31/23					
nss0027356 Total:		190.00							
Security Services, LLC Tot		190.00							
Servpro of N.C. Tazewell 8664 12255									
6204	4/18/2023	85.00	0.00	04/28/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-761-534000 Automotive Expense				clean out squad 5201					
6204 Total:		85.00							
Servpro of N.C. Tazewell 8		85.00							
Shaw, Tina 14561 expense-0423	4/3/2023	26.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter 4/3/23					
expense-0423 Total:		26.00							
Shaw, Tina Total:		26.00							
SHI International Corp 12297 b16638567	3/23/2023	13,026.24	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				audtocad subscription renewal 1/19/23-1/18/26					
b16638567 Total:		13,026.24							
b16677934	3/31/2023	6,285.69	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				fresh service maintenance 5/29/23-5/29/24					
b16677934 Total:		6,285.69							
SHI International Corp Tot		19,311.93							
Simpson, Deborah 14383 expense-0423	4/3/2023	26.00	0.00	04/28/2023				No	0
501-501-554200 Meals/Lodging				charter 4/3/23					
expense-0423 Total:		26.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Simpson, Deborah Total:		26.00							
Standard Heating & Cooling 13042									
sd22464	3/27/2023	483.37	0.00	04/28/2023				No	0
231-031-534200 Buildings And Grounds Rep				repairs made to residuel building heating unit					
sd22464 Total:		483.37							
Standard Heating & Coolin		483.37							
Station Automation, Inc 14727									
4634	4/5/2023	1,890.00	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				controlled substance module					
4634 Total:		1,890.00							
Station Automation, Inc To		1,890.00							
Stolz, Jeffrey 10620									
expense-0423	4/3/2023	30.00	0.00	04/28/2023				No	0
100-763-556100 Gasoline/diesel Fuel				fuel during training					
expense-0423 Total:		30.00							
Stolz, Jeffrey Total:		30.00							
Stryker Sales Corporation 13886									
4122369m	4/7/2023	687.00	0.00	04/28/2023				No	0
100-034-529000 Equipment				emergency medical equipment					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
4122369m Total:		687.00							
4123944m	4/10/2023	3,314.25	0.00	04/28/2023				No	0
100-034-529000 Equipment				emergency medical equipment					
4123944m Total:		3,314.25							
4125286m	4/11/2023	1,542.75	0.00	04/28/2023				No	0
100-034-529000 Equipment				emergency medical equipment					
4125286m Total:		1,542.75							
Stryker Sales Corporation T		5,544.00							
Tazewell & Peoria Railroad, Inc 14398									
*** 21tzpr01r21040	4/5/2023	642.50	0.00	04/28/2023	P3A0-CSO	expense		No	0
231-000-150700 Sewers				RR review/discussions for phase 3 CSO					
21tzpr01r210402 Total:		642.50							
Tazewell & Peoria Railroad		642.50							
Tazewell County Asphalt Co. Inc. 11264									
20110013165	4/14/2023	1,827.00	0.00	04/28/2023				No	0
240-240-535000 Material And Hauling				UPM/coldmix for street repairs					
20110013165 Total:		1,827.00							
Tazewell County Asphalt C		1,827.00							
Tazewell County Recorder 10638									
04202023	4/20/2023	284.40	0.00	04/28/2023				No	0
100-766-593300 Lien Filing & Release Fees				filing of 4 liens and release of 2 lien					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
04202023 Total:		284.40							
Tazewell County Recorder		284.40							
Tazewell County Recorder 11172									
04192023	4/19/2023	758.40	0.00	04/28/2023				No	0
231-029-593300 Lien Filing Fee				filing 6 and release of 10 waste water liens					
04192023 Total:		758.40							
Tazewell County Recorder		758.40							
TeamViewer GmbH 11863									
r02140040	3/27/2023	936.00	0.00	04/28/2023				No	0
100-009-538000 Maintenance Agreements				remote help agent 4/10/23					
r02140040 Total:		936.00							
TeamViewer GmbH Total:		936.00							
Terra Engineering LTD 14512									
21165	4/14/2023	54,669.10	0.00	04/28/2023	BROD-ENGR	enr		No	0
445-041-561200 Engineering Fees				broadway ADA ramp design engineering					
21165 Total:		54,669.10							
21664	4/14/2023	61,387.72	0.00	04/28/2023	BROD-ENGR	enr		No	0
270-270-584009 General Public Improvements				broadway ADA ramp design engineering					
21664 Total:		61,387.72							
Terra Engineering LTD Tot		116,056.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
The Economic Development Group, LTD									
13450									
*** pekinbdd1	4/10/2023	930.60	0.00	04/28/2023				No	0
277-277-560500 Consulting Services				EDG BDD 1st qtr 2023					
pekinbdd1 Total:		930.60							
*** pekincbdtif	4/10/2023	1,123.20	0.00	04/28/2023				No	0
270-270-560500 Consulting Services				EDG CBD TIF 1st qtr 2023					
pekincbdtif Total:		1,123.20							
*** pekincourtsttif	4/10/2023	1,861.20	0.00	04/28/2023				No	0
275-275-560500 Consulting Services				EDG court st TIF 1st qtr 2023					
pekincourtsttif Total:		1,861.20							
pekinsourthindt	4/10/2023	786.20	0.00	04/28/2023				No	0
273-273-560500 Consulting Services				EDG SIPCA TIF 1st qtr 2023					
pekinsourthindt Total:		786.20							
The Economic Developme		4,701.20							
The Sign Shop									
10601									
41223	4/12/2023	8,200.00	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				decals for 10 new squad cars					
41223 Total:		8,200.00							
The Sign Shop Total:		8,200.00							
Third Millennium Associates, Inc.									
11953									
*** 28965	3/31/2023	2,092.12	0.00	04/28/2023				No	0
231-029-569000 Other Contractual Service				green pay server fees for march 2023					
*** 28965	3/31/2023	2,092.13	0.00	04/28/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
223-023-569000 Other Contractual Service				green pay server fees for march 2023					
28965 Total:		4,184.25							
Third Millennium Associat		4,184.25							
Topless Tree Service 14332									
2170	4/11/2023	756.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 323 state 4/10/23					
2170 Total:		756.00							
2171	4/11/2023	648.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 327 herman 4/10/23					
2171 Total:		648.00							
2172	4/11/2023	648.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 921 highland ave 4/11/23					
2172 Total:		648.00							
2173	4/11/2023	648.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 343 s capitol st 4/11/23					
2173 Total:		648.00							
2174	4/11/2023	1,026.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground 2 stumps at 1305 s capitol 04/11/23					
2174 Total:		1,026.00							
2177	4/17/2023	1,404.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stumps at 1124 charlotte st 4/14/23					
2177 Total:		1,404.00							
2178	4/17/2023	432.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 332 matilda 4/14/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2178 Total:		432.00							
2181	4/18/2023	432.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 1019 s 4th st 4/17/23					
2181 Total:		432.00							
2182	4/18/2023	864.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 804 winter 4/17/23					
2182 Total:		864.00							
2185	4/19/2023	540.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 1101 market 4/18/23					
2185 Total:		540.00							
2186	4/19/2023	756.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 808 caroline 4/18/23					
2186 Total:		756.00							
2191	4/21/2023	1,620.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed 3 stumps at 1701 n 12th 4/19/23					
2191 Total:		1,620.00							
2192	4/21/2023	1,080.00	0.00	04/28/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed 2 stumps at 903 lincoln					
2192 Total:		1,080.00							
Topless Tree Service Total:		10,854.00							
Truck Centers Inc									
10664									
f14039742101	4/7/2023	936.39	0.00	04/28/2023				No	0
223-023-534000 Automotive Expense				nitrogen oxide sensor for solid waste 12					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
f14039742101 Total:		936.39							
f14039751901	4/7/2023	-17.50	0.00	04/28/2023	temp sensor returned sw12			No	0
223-023-534000 Automotive Expense									
f14039751901 Total:		-17.50							
f14039752201	4/7/2023	-525.00	0.00	04/28/2023	air compressor sensor returned for ladder 3			No	0
100-034-534000 Automotive Expense									
f14039752201 Total:		-525.00							
f14039769401	4/11/2023	151.87	0.00	04/28/2023	steering link for sw14			No	0
223-023-534000 Automotive Expense									
f14039769401 Total:		151.87							
f14039826901	4/17/2023	706.68	0.00	04/28/2023	brake kit/drum street #477			No	0
100-032-534000 Automotive Expense									
f14039826901 Total:		706.68							
f14039833001	4/17/2023	-120.06	0.00	04/28/2023	return brake drum/#477			No	0
100-032-534000 Automotive Expense									
f14039833001 Total:		-120.06							
f14039846201	4/18/2023	-297.50	0.00	04/28/2023	core return/credit sw12			No	0
223-023-534000 Automotive Expense									
f14039846201 Total:		-297.50							
f14039873201	4/21/2023	74.32	0.00	04/28/2023	power steering reservor sw13			No	0
223-023-534000 Automotive Expense									
f14039873201 Total:		74.32							
Truck Centers Inc Total:		909.20							

Turner Door Inc

AP-To Be Paid Proof List (04/26/2023 - 8:11 AM)

*** means this invoice number is a duplicate.

Page 58

Attachment: To Be Paid Proof List 4-28-23 (3525 : Accounts Payable To Be Paid Proof List thru April 28,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
13460									
091055	4/21/2023	300.00	0.00	04/28/2023				No	0
100-068-534200 Buildings And Grounds Rep				repaired garage door on mechanics shop					
091055 Total:		300.00							
Turner Door Inc Total:		300.00							
Uftring Auto Group									
10829									
160360fow	4/4/2023	143.72	0.00	04/28/2023				No	0
100-761-534000 Automotive Expense				parts for squad 5161					
160360fow Total:		143.72							
160495fow	4/7/2023	863.31	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				gear box for rescue 2					
160495fow Total:		863.31							
160836fow	4/20/2023	131.35	0.00	04/28/2023				No	0
100-032-534000 Automotive Expense				hose & seal for truck #444 street bucket					
160836fow Total:		131.35							
cm160328fow	4/4/2023	-81.53	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				returned wrong resevoir					
cm160328fow Total:		-81.53							
cm160495fow	4/18/2023	-225.00	0.00	04/28/2023				No	0
100-034-534000 Automotive Expense				gear box core on Rescue 2					
cm160495fow Total:		-225.00							
Uftring Auto Group Total:		831.85							
USABluebook									
10674									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
318968	4/3/2023	42.00	0.00	04/28/2023				No	0
231-031-529000 Equipment				lab equipment for wwtp					
318968 Total:		42.00							
USABluebook Total:		42.00							
Verizon									
14122									
9931676759	4/3/2023	4,507.64	0.00	04/28/2023				No	0
100-009-550300 Telephone				city cell phones 3/4-4/3/23					
9931676759 Total:		4,507.64							
9931676760	4/3/2023	384.86	0.00	04/28/2023				No	0
100-009-550300 Telephone				fire cell phones 3/4-4/3/23					
9931676760 Total:		384.86							
9931676761	4/3/2023	3,077.26	0.00	04/28/2023				No	0
100-009-550300 Telephone				police cellular 3/4-4/3/23					
9931676761 Total:		3,077.26							
9931676762	4/3/2023	1,916.36	0.00	04/28/2023				No	0
501-501-555000 Radio Expense				radio/phone bus department 3/4-4/3/23					
9931676762 Total:		1,916.36							
9932269638	4/10/2023	131.48	0.00	04/28/2023				No	0
100-009-550300 Telephone				building and grounds cell phones 3/11-4/10/23					
9932269638 Total:		131.48							
Verizon Total:		10,017.60							
Von Rohr, Richard									
10688									
*** expense-0120	4/24/2023	28.00	0.00	04/28/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-761-519000 Training And Education					lost check/reissued training virta 300 simulator 1/21-1/22/20				
expense-0120 Total:		28.00							
Von Rohr, Richard Total:		28.00							
Waste Management 12524									
320988620706	4/3/2023	2,664.02	0.00	04/28/2023				No	0
231-031-536400 Sludge Removal					20 yrd dumpster picked up 3/17-3/31/23				
320988620706 Total:		2,664.02							
321071620702	4/5/2023	1,303.69	0.00	04/28/2023				No	0
231-031-536400 Sludge Removal					2 yrd dumpster picked up 4/1/23				
321071620702 Total:		1,303.69							
Waste Management Total:		3,967.71							
Will Harms Co 10706									
37445	4/11/2023	91.94	0.00	04/28/2023				No	0
100-068-522400 General Supplies					2 custom stamps				
37445 Total:		91.94							
Will Harms Co Total:		91.94							
Report Total:		1,002,623.60							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 04/28/2023 - 8:31AM
 Batch: 00018.04.2023 - missy 1 04-28-23 part 2



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Beecher, Chris 12149									
expense-0423	4/28/2023	30.00	0.00	04/28/2023				No	0
100-763-519000 Training And Education					police training/ILDEOA conference 2023 5/3-5/5/23				
expense-0423 Total:		30.00							
Beecher, Chris Total:		30.00							
Neaveill, Tyler 13154									
expense-0423	4/28/2023	801.25	0.00	04/28/2023				No	0
100-761-519000 Training And Education					police training/police tactical firearms 4/30-5/5/23				
expense-0423 Total:		801.25							
Neaveill, Tyler Total:		801.25							
Report Total:		831.25							



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Receive and File Agenda and Meetings Management Software RFP Proposals

REQUIRED SIGNATURES

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

City Manager:
Date:



PROVOX Systems, Inc.
8951 Synergy Drive, Ste. 223
McKinney, Texas 75070

(PH) 972-547-0504
(FX) 972-215-7656

www.provox-systems.com
sales@provox-systems.com

Tax-ID: 22-3964006

Go Green!

With our Paperless Agenda Management System

REQUEST FOR PROPOSAL

Agenda & Meeting Management Software

2/23/2023

Prepared for: City of Pekin
David Hess, IT Director



Prepared by: PROVOX Systems, Inc.
MarkusVogt, President

Markus Vogt, President



Attachment: PROVOX PROPOSAL (3520 : Receive and File Agenda and Meetings Management Software RFP Proposals)



Transmittal Letter

February 23, 2023

City of Pekin
David Hess
Information Technology
111 South Capitol Street
Pekin, IL 61554

Submitter:
PROVOX Systems, Inc.
Markus Vogt, President
8951 Synergy Drive, Ste. 223
McKinney, Texas 75070
(972) 547-0504 / (972) 215-7656 FAX

Dear Mr. Hess,
Dear Evaluation Team,

PROVOX Systems is pleased to provide the enclosed proposal for the installation and implementation of our well-established and fully featured Paperless Agenda and Meeting Management Suite for the City of Pekin in response to the RFP for **“Agenda & Meeting Management Software”**.

PROVOX has a long history (since 1991) of modern and paperless Agenda and Meeting Management applications and has successfully installed the system in more than 950 locations worldwide.

PROVOX has experience with the replacement and data conversion of existing solutions and can provide the City with a deep knowledge and an experience project team. PROVOX has replaced other applications (e.g., SIRE, Granicus, NovusAgenda, IQM2, etc.) in the past several years in many projects in the USA and Canada. **The latest replacement of MinuteTraq was with the Minneapolis Park and Recreation Board (MPRB).**

PROVOX has developed the proposed solution fully in-house and has not outsourced any development or support. PROVOX is the manufacturer and owner of the application for more than 30 years and was the first company in 1991 which has presented a complete and comprehensive Agenda and Meeting Management in the Government Market. The City will get a comprehensive and Out-of-the-Box Agenda and Meeting Management, based on the latest Microsoft.NET Technology (4.X) and not an old Microsoft.NET 2.0 or other application.

PROVOX offers a fully managed server/VM, which will combine the best advantages from a fully hosted (no extra work for the IT Department) and an On-Site (24/7/365 full access to application, data and documents, even if an Internet connection is not available, best speed, highest security and flexibility) installation.

As a long time, Microsoft Gold Certified Partner (since 1995) and member of several different Microsoft Projects (e.g. CSP – Citizen Service Platform and “OurMunicipality”) we can show our clients the benefits of our partnership with new innovations and standards in this market. High customer satisfaction and integration in future developments is one of our primary goals.

With Agenda.NET™, the City of Pekin will be equipped with the most customizable, flexible, and easy-to-use Agenda and Meeting Management Suite worldwide. Based on and certified for Microsoft.NET, Agenda.NET™ is secure, easy to install and maintain, and individually customizable.

The City of Pekin will not only get an Agenda and Meeting Management, it will also get a fully featured and innovative Agenda and Meeting Management Suite. This will give the City the ability to integrate our Audio- and Video-Streaming, Electronic Voting, Mobile Devices (e.g., Apple iPad, iPhones, Android, Microsoft Surface, Amazon Kindle, etc.), Document Management, and GIS in an Out-of-the-Box solution.

The City can use the proposed solution for the City Council and other committees, commissions, and boards, without an additional license fee.

With the experience gained over numerous similar projects and the knowledge in this market gathered over 30 years, we will manage and finish this great project to the complete satisfaction of the City of Pekin in a very short timeframe (the estimated project time is about six (6) weeks) This time frame will include installation, configuration, project meetings, trainings, and several practice phases for the end users.

PROVOX will provide the City with on-site trainings and not with only web-based trainings as many other vendors. This will guarantee better training results and a faster implementation. Users will be trained by using the environment, data, templates, processes, and workflows from the City of Pekin.

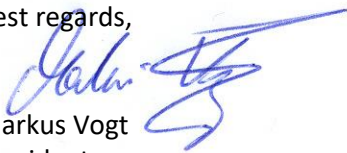
Based on our understanding of our customers' requirements and desired functionality, and the City Clerk experience we have, we included features and components to satisfy those needs. The features include the ability to completely manage the entire legislative workflow process, manage the customers committees, boards, commissions, people and rooms, prepare and route agenda items in an electronic and flexible workflow, create agendas and minutes via mouse click, manage the approval process electronically, and make legislative and other important information available via the database-based Internet Information Portal. In a password protected area, authorized users will get additional information and can communicate with other members and Staff.

PROVOX Systems, Inc. provides services out of its US Headquarter in McKinney, Texas. Markus Vogt will be the Project Manager for this project. If there are any questions concerning this proposal, please feel free to contact me at (972) 547-0504.

PROVOX will help the City of Pekin to be one of the most innovative Municipalities in the USA and will support them to grow with the application in the future.

Thank you for this opportunity to provide you with this proposal and I look forward to this successful project and a long-time partnership with the City of Pekin. PROVOX will accept the conditions of the RFP. The proposal remains valid for 90 days.

Best regards,



Markus Vogt
President

Table of Contents

Transmittal Letter.....	2
Executive Summary.....	5
PROVOX Highlights.....	9
Company Background / Experience	10
Partnerships and Alliances	11
Company Experience and Qualifications	13
Project Understanding	15
Key Personnel.....	17
System Requirements	18
Proposed Solution	26
General Description	26
Audio- and Video-Streaming (Optional).....	35
Documentation	36
License Structure.....	36
Proposed Application Software and Computing Environment.....	37
Meeting Live Streaming and Video Storage Solution or Interfaces	38
Value Added and Related Services.....	38
Emerging Technologies	39
Training.....	39
Test- and Training-Database	41
Service and Operational Support	42
Timeline and Implementation Services.....	44
PROVOX's Testing Methodology (Testing Plan)	45
Schedule and Deliverables	46
Key Deliverables	49
Maintenance and Support Program.....	50
Service Levels	50
Dedicated Account Manager.....	51
Support Services.....	51
Cost Proposal Explanation.....	52

Executive Summary

The City is interested in receiving proposals from qualified vendors to provide a turnkey solution to automate the City's agenda preparation and publishing, meeting management process, and video streaming. The replacement of the existing Granicus (Legistar) solution should be seamless; existing documents should be available in the new solution as well.

PROVOX is the developer of the proposed Agenda and Meeting Management Suite for more than 30 years and has never been sold or outsourced any development. PROVOX has been continuously developed and updated the proposed solution and will provide one (1) or two (2) updates per year. PROVOX will also provide the City with an outstanding First-Level hotline, remote, and online support. One key factor for the outstanding support and easy implementation is, that all (more than 950 customers) are using the same application. Customer specific development is not required. This will minimize the implementation timeline, eliminate the implementation risk, and will guarantee a quick and professional implementation and on-going technical and application support.

PROVOX offers a comprehensive Agenda and Meeting Management Suite, which is not only managing an unlimited number of meeting bodies and members (incl. their memberships); it will also streamline the current process to create and submit agenda items, agendas, minutes, and provide the City with an innovative and flexible meeting management. This can include Audio- and Video-Streaming, Electronic Voting, Minutes creation, and an Internet Information Portal as well.

The City of Pekin has found the most flexible, fully featured market leader in Agenda and Meeting Management worldwide. The application is designed for all size of municipalities and will allow the City to manage unlimited meeting bodies, users, meetings, and other content. The City can integrate all internal and external meeting bodies, without any additional license fees. Unlimited users are also included in the proposed Municipal License.

The City of Pekin will receive an Out-of-the-Box and comprehensive Agenda and Meeting Management Suite, which is designed to meet the City's requirements, current needs and future wishes. The application has been continuously in development since 1991 and has more than 950 customers worldwide. PROVOX is developing the proposed solution from the first day in-house and with its own and fully employed development team. PROVOX has never been sold or restructured. This will guarantee the best customer support and future innovative development for decades to come. The application is the most innovative, flexible, customizable, secure, and easy-to-use application for Legislative Management and Agenda and Meeting Management on the market.

PROVOX has experience with the implementation of Agenda and Meeting Management solutions for similar and much larger municipalities and will guarantee a fast implementation, seamless data and document conversion, and professional on-site trainings for the City's staff.

PROVOX is offering the proposed solution on a fully-managed server, which will combine the best advantages from hosted solutions (e.g., no effort from the IT Department) and on-site installations (e.g., 24/7/365 full access to data and documents (even if a network connection is not available), best speed, individual updates, and more).

Large documents, attachments, and complete agenda packages (some of our customers have packages with over 4,000 pages) can be easily and quickly created and stored, because the City will not have any limitations based on the transfer volume and the Internet speed in an on-site installation. Updates of information will be immediately possible, without any down- and uploads.

Agenda.NET™ is the most innovative and intuitive Agenda and Meeting Management worldwide and part of Microsoft's Citizen Service Platform.

All modules, functions, and features are in one application and not in different independent modules. Information from agenda items and agendas are for instance available in the Agenda.NET™ Minutes Maker without any export and import (like in many other Agenda Management Solutions).

The City will have the ability to use the application for all meeting bodies without any additional license fees. The Departments will have the ability to add their agenda items directly into the application or submit them via the Web Form for Agenda Item Creation, which is included in this proposal.

The City Clerk's or City Manager's Office will have the ability to create a public (without confidential information) and a private agenda package and publish the information with a simple mouse click in the Internet Information Portal.

Citizens and meeting body members will have the ability to download the packages with simple mouse clicks on any mobile device (e.g., Apple iPad, iPhone, Android, Microsoft Surface, Windows 8 Tablet, and Amazon Kindle). They can add notes or other annotations into their personal packages. These packages can be used at any time, even if an Internet or network connection is not available.

The City Council Members and other authorized users will have access to the private agenda packages and other confidential information via a username and password protected private work area in the Internet Information Portal. They will also see changes since their last visit in their personal Welcome Page.

Internet users can also create a personal package with only selected items, if they are not interested in all items on the agenda.

Agenda.NET™ will create the agenda packages automatically on the server and in a PDF ISO-19005 format, which is designed for long-term storage and usable for Americans with Disabilities as well.

All documents and data will be stored within the application (in the Microsoft SQL Server database). This will eliminate numerous different versions of agenda items or other relevant information somewhere in the City's network or on local devices.

Authorized users will have the current information available at any time and accessible with simple mouse clicks. They can see the status, workflow process, and all other relevant information at any time.

Agenda.NET™ will help integrate existing templates and processes and streamline the whole process; from agenda item submission to meeting minutes creation and web publishing. It will offer the City of Pekin's Board Members a powerful and secure workspace and its citizens a transparent and easy-to-use Internet Information Portal.

Agenda.NET™ has a complete integration of the existing Microsoft Office Suite, so users will find a familiar environment and will have the ability to use all Microsoft Word functions and features (e.g., spell checker, track changes, tables, fonts, etc.).

PROVOX will integrate the existing data and documents from the current environment into Agenda.NET™ and guarantees a fast and secure implementation. Existing processes and workflows can be integrated, automated, and streamlined. Agenda.NET™ will not only replace the existing solutions, it will offer the end-user a more user-friendly, flexible, and intuitive working environment. It will also offer the City Council Members, Board and Committee Members, and the public a better and easier information portal.

Agenda.NET™ is an Out-of-the-Box application, which is easy to install, maintain, and is customizable (without any development knowledge needed by the client). This will guarantee a fast Return on Investment and secure the investment of the City of Pekin for the next decades.

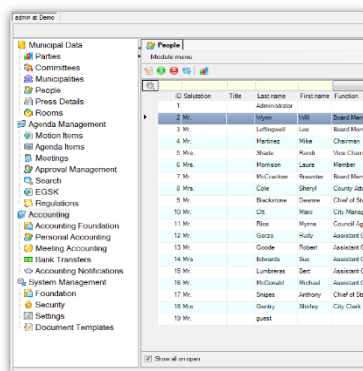
Agenda.NET™ has an open web service for Audio- and Video-Streaming and Document Management Solutions or can be bundled with our own flexible solutions.



The application will send notifications via text messages and e-mail (GroupWise, Outlook, Google Mail, or other SMTP mail solutions).

Agenda.NET™ is developed in Microsoft.NET (C#) and certified by Microsoft and VeriSign as a secure and flexible solution. It is also part of the CSP-Project (Citizen Service Platform) and "Our Municipalities", both Microsoft projects.

PROVOX supports the Microsoft SQL Server databases (2008 - 2019). It is certified for the latest Microsoft Technologies and Operation Systems.



PROVOX can offer a bundle of Microsoft SQL Server and Agenda.NET™ as well.

The flexible structure makes it easy to customize the application to meet every customer's expectation and fulfill their wishes.

PROVOX Systems is the market leader in modern Agenda and Meeting Management applications worldwide and has developed this kind of product for over 30 years very successfully.

Agenda.NET™ contains: Powerful meeting management, a flexible workflow facility for reviewing and approving workflows, a database-based Internet and Intranet module, an automated update service for the Internet information, a hands-free audio- and video-streaming, automated packet creation, and many more helpful features.

The PROVOX Agenda and Meeting Management Suite include:

- Municipal Data (City of Pekin Contact Information, People, Organizations (City Board, Boards, Committees, Commissions, and Agencies), Rooms,
- Agenda Items and Agenda Management

- *Minutes Maker*
- *Agenda/Report Creation Web Form*
- *Electronic Voting*
- *Audio- and Video-Streaming*
- *Notes Taker*
- *Database based Internet & Intranet Module*
- *Mobile Computing and Paperless Agenda Management via Apple iPad, iPhone, Android, Microsoft Surface, Amazon Kindle, Windows Mobile, etc.*
- *Flexible and Electronic Workflows for reviewing, signature, approval, follow-up, and action workflows*
- *Localization Tool (easy customization of the Agenda.NET™ Layout)*
- *PV-Migration and Replication (automatic data upload into the Internet Module)*
- *Web services and standard interfaces for Document Management Solutions, Electronic Voting, Audio- and Video-Streaming, Accounting Software, GIS, Microsoft Office, etc.*
- *Accounting Module*
- *Electronic Forum*
- *And more...*

*We license the product as a “Municipality License” **with unlimited users**. The license model enables you to expand our software to other departments and users without additional cost.*

With the development based on the Microsoft.NET Technology, the City of Pekin has found the most innovative and future-ready product.

It is well established in more than 950 Cities, Counties, Universities, and Organizations, ranging in size from 1 to 1,600 users.

Based on collaborative work with a City Clerk, an application was created that is designed specifically as a modern Agenda and Meeting Management system in a modern and transparent Municipality.

Agenda.NET™ is usually integrated into an existing environment in less than four (4) hours. The City of Pekin will see the first results within a few hours after installation.

The current Agenda Process can be adapted in Agenda.NET™ in just a few hours. Processes will be controlled and routed via the electronic workflow management and will guarantee a transparent and fast reviewing process.

Agendas, Meetings, Agenda Packages, and Meeting Minutes can be created within a few minutes.

Authorized users can publish selected information with a simple mouse click in the Internet/Intranet module.

The paperless Agenda Management “Agenda.NET™” will save the City of Pekin time and money.

PROVOX Highlights

- 1st Agenda and Meeting Management Suite presented in 1991
- 1st Company that has developed Agenda and Meeting Management under Microsoft.NET (2000)
- 1st Internet Information Portal in 1994
- 1st Integration of an Item Tracker
- 1st Microsoft certified .NET application for Agenda and Meeting Management
- Microsoft Gold Certified and Development Partner
- In-house development of Agenda.NET for more than 30 years
- Never been sold or outsourced
- Specialist on Agenda and Meeting Management
- 26 full time employees for Agenda and Meeting Management
- US company (founded in the State of Delaware)
- 1st Out-of-the-Box Internet Information Portal
- 1st AODA compliant Internet Information Portal (since 2004)
- First-Level remote and hotline support (the City will reach an application expert and NOT a Call Center with each call)
- 1 or 2 updates per year guaranteed
- Worldwide Market Leader in Agenda and Meeting Management with over 950 installations and the experience from more than 30 years
- Complete Integration of Microsoft Office (2007 – 2019 and 365)

Company Background / Experience



ISV/Software Solutions

PROVOX Systems, Inc.
8951 Synergy Drive, Ste. 223
McKinney, Texas 75070

Markus Vogt, President
(972) 547-0504
(972) 215-7656 FAX
www.provox-systems.com
markus@provox-systems.com

PROVOX Systems, Inc. is a privately-owned McKinney, Texas based manufacturer and solution provider with over 30 years of experience in Agenda and Meeting Management solutions for municipalities, organizations, education and health.

City Clerks originally designed Agenda.NET™, with input from the public sector staff, to specifically address your needs and requirements. Over the years, the application continued to add new features, evolve, and further improve to always meet the needs of cities and counties and to address the information demands of the public and an ever-changing technological environment.

PROVOX has been a Microsoft Certified Partner since 1995 and Gold Certified Partner since 2004. We have signed a contract with Microsoft, to develop our software under the latest Microsoft Technology (Microsoft.NET). Agenda.NET™ has been certified for Microsoft.NET since 2001.

PROVOX Systems, Inc. is a US based company with Headquarters in McKinney, Texas. PROVOX has 22 employees and the primary business focus is the development, implementation, training and support from the Agenda and Meeting Management Suite Agenda.NET™ and the individual software development based on Microsoft.NET as a Microsoft Gold Certified Partner.

PROVOX has customers in the range from 1 client up to 1,600 users (worldwide largest installation of an Agenda Management application).

As a Microsoft Gold Certified Partner since 2000, PROVOX must prove each year a high customer satisfaction, successful implemented projects and certified application. Agenda.NET™ is certified for Microsoft.NET, Windows 7 - 1, Microsoft Office 2010 – 2019 and 365, Microsoft SQL Server 2008 - 2019, and Windows Server 2008 – 2019 as well.

PROVOX Systems, Inc. has implemented Agenda.NET™ in several state and local government projects in the US within a short time frame.

PROVOX is the manufacturer and owner of the source code from Agenda.NET™ and has developed this kind of application for 30+ years.

Partnerships and Alliances

PROVOX Systems has formed strategic partnerships with the following companies and organizations. Leveraging our relationships with these leading resources will ensure that the end result of the project is very successful.

- **Microsoft**

As a Microsoft Gold Certified Partner we are contractually committed to our customers using our products in conjunction with existing Microsoft products for optimal support. Furthermore, we are working with them on technical development of various projects (for example the CSP project (Citizen Service Platform) and the European “Unsere Verwaltung” project).

- **DELL Computers**

PROVOX is a certified DELL Partner and has integrated Agenda.NET™ in the ASAP Program. Municipalities in up to 34 States can purchase Agenda.NET™ without a RFP/Bid process.

- **SHI**

SHI is one of the largest Microsoft VAR worldwide and Reseller of Agenda.NET. Municipalities in all States of the USA can purchase the Agenda.NET™ application without an RFP or Bid process, depending on the existing State Contracts.

- **Laserfiche**

Laserfiche is a PROVOX Strategic Partner for the integration of their Document Management System

- **M-Files**

M-Files are one of the market leaders in innovative Document Management System. PROVOX is premium Partner and has implemented the solution in several Municipalities.

- **Docubase Systems Inc.**

Docubase is an international partner for Document Management Solution. The Us Headquarter is in Tampa, Florida.

- **TR Network Consulting**

TR Network is our Florida partner for implementations and maintenance.

- **IBT Corp.**

IBT specializes in support for various Microsoft products and Agenda.NET™ for the US market.

- **IBM, Intel, Infoma, Disserto, PC-Ware, Healy Hudson, ekom21 and Fritz &Macziol**

These great companies are all in the “UnsereVerwaltung” Project in Europe. PROVOX presented this project on the WPC 2008 in Houston (Microsoft World Partner Conference) and it has been recognized as one of the projects in the Best Network Projects for Microsoft Worldwide.

- **Earth Channel, Georgia**

Earth Channel is one of the leading providers of Audio- and Video-Streaming in the USA.

- **Concerto Tech, LLC – Dallas, Texas**

Concerto Tech is sales and marketing partner for the US.

- **United Solutions, US**

United Solutions is our hosting partner for Software as a Service and Cloud installations.

- **Fleetwood, Inc.**

Fleetwood is one of the newest PROVOX partners. They are one of the market leaders in Electronic Voting and will provide this functionality in Agenda.NET.

- **E-Computech, Caribbean**

E-Computech is a successful Microsoft Gold Certified Partner in the Microsoft CSP Project and will sell Agenda.NET™ for Latin America, the Caribbean, and South America.

- **Infoges, Mexico**

Infoges is one of our certified sales and support partner for Mexico and Latin America.

- **LatUSA, Arizona**

LatUSA is our strategic partner for the south part of the USA and Latin America.

Company Experience and Qualifications

PROVOX Systems understands that the City of Pekin is seeking an innovative software company to provide a turn-key comprehensive, flexible, and intuitive Agenda and Meeting Management solution. As the Prime Contractor; PROVOX has assembled a team for the implementation and technical/application support to meet the high expectations and unique requirements of the City of Pekin.

The proposed solution will cover all the requirements and provide the City with additional unique features and functions to grow with the application.

The application is a Microsoft certified .NET application, which can be easily installed on an existing server, virtual server, or terminal server or can be used as a hosted solution.

The application is designed for midsize and enterprise customers and is the worldwide leading Agenda and Meeting Management. It is one of the key applications in Microsoft's Citizen Service Platform.

PROVOX is the owner and manufacturer of the proposed solution and has developed the application in-house and with its own and fully employed development team. PROVOX has never been sold or merged with other companies. PROVOX concentrated on the development, implementation, and support of its own Agenda and Meeting Management and is not selling different other software as many other vendors. We are specialist on Agenda Management and will provide the City with the best possible support during and after implementation.

PROVOX has the experience in replacing other Agenda and Meeting Management solutions and the data and document conversion in numerous projects.

The City will get an Agenda Management solution which is based on the latest Microsoft.NET Technology (4.x) and not an application that is based on much older .net versions or other outdated development tools.

This will guarantee an innovative and future save development and use of the application.

PROVOX was the first company which has developed Agenda and Meeting Management in Microsoft.NET and has the experience in this development technology for more than 15 years. The first version of our Agenda and Meeting Management was presented in 1991 and installed in the same year in many large cities.

The proposed solution can be used for unlimited meeting bodies and from unlimited users without additional license fees. The City will have the ability to manage external and internal meeting bodies, create its own workflow templates (without using external tools or vendor development), and provide the citizens and meeting body members with a unique, secure, innovative, and easy-to-use Internet Information Portal.

External users will find an ADA compliant and intuitive Legislative Information Portal, embedded into the City's existing web pages. They can search in all published documents via full text, download complete or individual agenda packets (with only selected items), access live and video-on-demand meeting content, add meeting information into their personal calendars, response to agenda items and meetings via an electronic forum, and much more. They can also subscribe to RSS Feeds and access all the above information and much more on any mobile device. PROVOX is also providing users with an optimized Portal layout for small screens (e.g. Smart Phones, iPad Mini, etc.).

PROVOX is also offering open web service for the integration of any Document Management System and Audio- and Video-Streaming.

PROVOX can also offer its own Audio- and Video-Streaming in the following options:

- Live Streaming
- Audio- and Video on-Demand
- Integration of an existing Audio- and Video-Streaming
- Integration of existing Audio- and Video-Files and time stamping in Agenda.NET
- Integration of external and not meeting related content (e.g., sport events, news, City events, etc.)
- Broadcasting
- Close Captioning
- Mobile Audio- and Video-Streaming

The application also comes with the most innovative, flexible, and easy-to-use pre-meeting (reviewing and approval) and post-meeting electronic workflow management. Existing workflow processes can be easily integrated and streamlined. The City can create its own workflow templates without using external tools (e.g., Visio, SharePoint, Scripts, or Macros) or vendor development. Each workflow process can have numerous tasks, reviewers (users, groups, roles), due dates, and personal notes.

The electronic workflow management will guarantee a transparent and efficient document routing, approving, and signing process.

The application will also use the existing Microsoft Word installations for the text creation (embedded into the application). This will increase the acceptance from end-users and will offer them a familiar environment. They will have the ability to use all Microsoft functions and features (e.g., spell checker, track changes, copy & paste, tables, document templates, auto text, etc.).

Agenda.NET™ will convert documents into an ADA compliant PDF format and will automatically upload the documents into the Internet Information Portal, which is ADA compliant as well.

The City will get a turn-key and comprehensive Agenda and Meeting Management Suite, from the most established and experience company in Agenda and Meeting Management.

PROVOX is offering a trial period, so the City can test the proposed solution in its existing network and not on a pre-prepared server.

Project Understanding

PROVOX has been continuously developed and updated the proposed solution for 30+ years and has experience from more than 950 projects in any size.

PROVOX focus is provide each municipality with a flexible and easy-to-use application to manage the whole legislative process, agenda item/staff report creation, and meeting process. We do not build websites or other non-legislative products. Our background as formal City Clerks has helped us to understand your needs and make you live easier.

Our development team can concentrate to make the proposed solution each day better and to provide our customers with automations and enhancements. Our only goal is to provide each customer with the best possible solution, support and experience with our Agenda and Meeting Management Suite.

Here are some of the many ways we stand above the rest:

- Our Project Managers have the experience as **City Clerks**. They have learned in their City what it means to prepare all meeting information on time. Last-minute or late changes are happening and need a quick solution to get them on the next agenda. Markus Vogt, the founder and President of the Company has managed a City Council with 35 Council members.
- We are building our software on the latest **Microsoft Technologies** to secure your investment.
- The integration of the existing **Microsoft Office** installations (Office 2010 – 2019 and 365) and document templates makes it easy to create agenda items, agendas, and minutes.
- Agenda.NET™ has **integrated** an innovative, comprehensive, and easy-to-use electronic pre-meeting and post-meeting workflow management. Workflow administrators have the ability to create workflow templates **within** the application and **without** using external tools (e.g., Visio, SharePoint, etc.) or vendor development.
- The **integrated** Minutes Module will make it easy to record meeting in real time or after the meeting and to create minutes documents.
- The MyVoting App will provide elected and appointed officials with **electronic voting** for in-person, hybrid and virtual meetings.
- Agenda.NET™ offers the ability to create public, confidential and amended agenda packets within a **few minutes**. The application will create a searchable and ADA compliant PDF document and integrate the agenda, agenda items/staff reports, attachments, and a Table of Contents, with links to each item and attachment.
- The application comes with a **fully-developed** and **ADA compliant** Internet Information Portal. PROVOX will adapt the existing layout, so users will find a familiar layout and similar navigation. The portal can be used in any standard browser, internet enabled device, and screen size.
- The **outstanding MyVoting App** will provide users with access to current and past meeting documents. They can add annotations; print documents; search in current and past documents by full text; share documents and notes; and more. The documents and personal notes are available, even an internet connection is not available. The app is released for Android, Windows, Apple, and Chromebooks (with the latest ChromeOS).
- The Butte County has the ability to manage and publish ordinances, resolutions, and contracts as well.
- The County can manage current and past memberships, open seats, and other relevant information in the **Committee and Membership** module.

PROVOX will assign a dedicated and professional project team for this project. The project members have the experience from several similar and larger projects. The Project Manager is a formal City Clerk and has experience from more than 25 years in Agenda and Meeting Management.

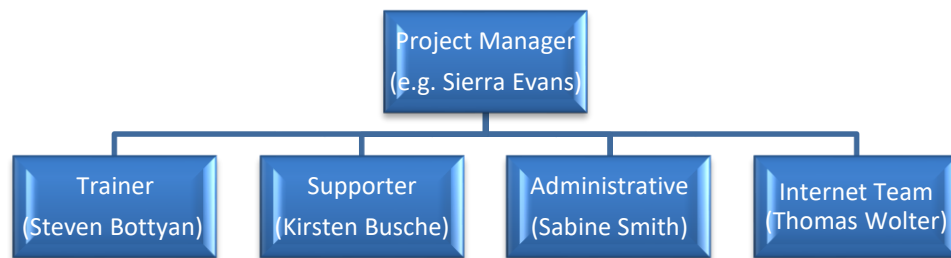
We are providing a detailed project plan, flexible training options (hands-on onsite or online trainings), and an outstanding support. We will make sure that your requirements will be adopted and will guarantee a seamless implementation of the proposed solution.

Agenda.NET™ is a fully-developed, innovative, flexible, and intuitive Agenda and Meeting Management Suite. All customers are using the same application; customer specific development is not required.

The County will receive the most robust solution on the market; a risk-free and fast implementation; outstanding customer support from application experts; and the easy installation of future updates.

Key Personnel

PROVOX will assign a dedicated project team for each project. The final team can be assigned as part of the contract negotiation and after finalizing the project plan and timeline. Each of PROVOX's team member will not be assigned to more than 2 projects at the same time.



Key Personnel:

Michael Wehking – Senior Developer and Development Team Leader

- 24 years as a Developer for PROVOX
- C#, JAVA, C++, Visual Basic, ASP.NET

Devendra Jain – Developer

- Development Experience in Pascal, C#, C++
- Development of Interfaces and basic application features

Steven Bottyan – Trainer and Supporter

- 15 years with PROVOX
- Implemented Agenda.NET in more than 100 projects
- Former City Clerk

Thomas Wolter – Senior Internet Developer

- 5 years with PROVOX
- Development in ASP.NET, JAVA, JSON, C#
- App Development for the Meeting App

Markus Vogt – President

- Founded PROVOX in 1991
- Former City Clerk
- Project Experience from 300+ projects

System Requirements

Number	Requirement	Compliant	Response
1.	Agenda Management		
a.	Create agendas with customizable templates that include the City of Pekin logo that are standardized and consistent. Users should have full access to make changes or create new templates, post implementation, without requiring assistance of a vendor.	Y	The City has the ability to create numerous document templates for agendas, agenda items, staff reports, minutes, etc. All templates are Microsoft Word documents, with merge fields and bookmarks. Users with standard Word know how can create and edit the templates. PROVOX will integrate already existing document templates as part of the Implementation Phase.
b.	Option to print full agenda as one PDF and Word document or print item by item.	Y	Authorized user have the ability to create agenda packets with a simple mouse click. The application will create a searchable and ADA compliant PDF document and integrate the agenda, agenda items, attachments, and a Table of Contents, with links to each item and attachment. The packets can be automatically uploaded into the Internet Information Portal, emailed, printed, shared, etc. It is possible to print and email agendas, agenda items, and minutes as well.
c.	Compatible to publish agendas and minutes on the City of Pekin website with links and bookmarks of supporting documents (PDF)	Y	Compliant. Please see previous answers.
d.	Email notification option for Councilmembers, staff and/or media	Y	Councilmembers and other meeting attendees can be notified via email. It will be possible to subscribe to RSS Feeds and meeting calendar for other users (as part of the Internet Information Portal).
e.	Secure access to confidential meetings.	Y	Agenda.NET™ is the most secured solution on the market. The City will <u>not</u> share an external hosted server with other customers for their production system. It is possible to mark agenda items, attachments, meetings, and parts of meetings as confidential. Only authorized users will have access to the information and associated documents. The security will be managed from the application and will be adapted into the Internet Information Portal as well.

f.	Classify agenda items between public and private items	Y	Compliant. It will be possible to have public and confidential attachments to a public agenda item as well.
g.	Ability to tag documents as confidential to be viewed only by City Council/Staff and kept Confidential from the public	Y	Compliant. Please see previous answers.
h.	Allow users to upload supporting documentation in a variety of file formats while creating agenda items. Attachments should automatically be converted to PDF by the system prior to being published to the public	Y	Users have the ability to add numerous attachments of any format and size to agenda items/staff reports, meetings, and workflows. Documents created within the application and attachments in Office formats (e.g., Word, Excel, PowerPoint, etc.) will be automatically converted into an ADA compliant PDF format for internet publishing.
i.	Automatically renumber agenda items when editing	Y	Agenda.NET™ can automatically update the item number, when items are added to the agenda, deleted, or moved (via drag & drop).
j.	Auto spell check	Y	Agenda.NET™ is using existing Microsoft Office installations (Office 2010 – 2019 or 365) and document templates for document creation and editing. Users will have all common features available (e.g., spell check, tables, copy & paste, graphics, etc.). Agenda.NET™ can provide spell check functionalities in string fields in the application as well.
k.	Easy track progress of every agenda item in the routing process	Y	Agenda.NET™ has <u>integrated</u> the most innovative, flexible, and easy-to-use pre-meeting and post-meeting workflow management on the market. Users can see the status of items, where they are in the process flow, and all responses and actions at any time.
l.	Ability to move or duplicate an agenda item from one meeting to another	Y	Agenda items and their associated information can be placed on multiple meetings and for different meeting bodies. It is not <u>required</u> to duplicate the items for this functionality.
m.	Ability for specific users to lock a version to prevent further edits.	Y	Compliant
n.	City Clerk is the centralized administrator.	Y	Compliant
o.	In-Route editing of documents by departments.	Y	This can be provided as part of the electronic pre-meeting and post-meeting workflow management.

p.	Supports multiple file formats including Word, PDF, Excel, GIS, JPG, etc.	Y	Users will have the ability to add numerous attachments of any format and size to agenda items, meetings, and workflows. Agenda.NET™ will create documents in Word format and convert them into a searchable and ADA compliant PDF format for internet publishing.
q.	E-mail notifications to staff - deadline notifications – return for edit/correction – final approval	Y	Agenda.NET™ will use automated email notifications and reminders (for pending deadlines) as part of the electronic workflow management.
r.	Advanced access for Councilmembers with secure login	Y	Councilmember and other authorized users will have access to advanced and confidential information with a secure login in the Internet Information Portal. They can get confidential and draft documents in their MyVoting App as well.
s.	Allow administrators to set deadlines with the power to enforce or adjust as needed	Y	Compliant
t.	Delayed public notification/publishing	Y	Compliant
u.	Audit trail	Y	Information and responses from the innovative workflow management will be stored with the items/meetings for unlimited time in the application. It will be possible to create multiple versions of agenda items as well. All versions will be stored with the original in the application and will be available for review at any and for unlimited time.
2.	Minutes Management		
a.	Prepare minutes, including but not limited to recording motions, declaring conflicts, and making notes.	Y	The application comes with an <u>integrated</u> and comprehensive Minutes Module. Users can record attendance, attendance times, conflicts, discussions, motions, amended motions, mover/seconders, and voting results live during or after meetings. All information from agenda items, agendas, and the minutes module can be integrated into minutes documents.
b.	Synchronize recorded meetings with timestamps within minutes	Y	Compliant
c.	Automatic Vote Result Display	Y	Agenda item titles, motions/recommendations, mover/seconders, and voting results can be live displayed on screens in meeting rooms and the Internet Information Portal.

d.	Customizable minutes templates	Y	The City will have the ability to create and use multiple document templates for different meeting types and meeting bodies. All document templates are Microsoft Word documents with merge fields and bookmarks. They can be created and modified from users with basic Word know how.
e.	Multiple user login per open minute session	Y	It is possible that an unlimited number of users are accessing meeting information (e.g., agenda packets) at the same time in the Internet Information Portal and the MyVoting App.
f.	Automatically populates agenda content for minutes taking.	Y	Compliant. Agenda and agenda item information will be automatically available in the <u>integrated</u> Minutes Module. Changes in the order of items or new items can be added into the minutes agenda, <u>without</u> changing the original and published agenda.
g.	Update of Finalized Resolutions, Ordinances with Vote Tallies.	Y	Voting and meeting information will be stored with agenda items in the legislative history for unlimited time.
h.	Audit trail	Y	Important information will be stored in the application and in log files.
3.	Live Meeting Management		
a.	Electronic Boardroom	Y	The Minutes Module, MyVoting App, Internet Information Portal and other functionalities can be used live during meetings.
b.	Integrated electronic voting capability allowing the ability to vote from any device	Y	The innovative MyVoting App will give users the ability to vote electronically for in-person, hybrid, and virtual meetings.
c.	Move from agenda creation to minutes to record roll calls, discussions, motions, votes and speakers	Y	This can be done in the comprehensive and integrated Minutes Module.
d.	Create speaker times.	Y	Speakers can sign-up for specific items in the Internet Information Portal or added to the speaker queue before meetings. The application comes with a speaker timer.
e.	Provide in-chamber displays.	Y	Compliant
f.	Ability to Queue items for Councilmembers	Y	Compliant
g.	Ability to record first and second motions	Y	Compliant
h.	Ability to call up speakers	Y	Compliant
i.	Meeting title and date on screen during live stream	Y	Compliant

j.	Integrated in-chamber display would show the current agenda item, speaker, and vote result	Y	This is part of the voting screen.
k.	Agenda items automatically fed	Y	Compliant
l.	Supports joining meetings or watching livestream/recorded meetings with any device	Y	PROVOX offers different options for live-streaming and audio/video on-demand.
m.	Ability to add a motion during a live meeting	Y	This can be done in the Minutes Module.
4.	Workflows and Approvals		
a.	Automated Department Workflow for items based on the type of item being created with the ability to override or modify workflows on the fly as needed.	Y	The application has <u>integrated</u> the most innovative, flexible and easy-to-use electronic pre-meeting and post-meeting workflow management on the market. Users can assign template-based or individual/ad-hoc workflows to their items/meetings. Workflow templates can be created from administrators <u>within</u> the application and <u>without</u> using external tools (e.g., Visio, Share-Point, etc.) or vendor development. Each workflow can have multiple actions/tasks, reviewers/approvers, deadlines, notes, and attachments. The application supports sequential, parallel and priority-based workflow management.
b.	Ability to redirect workflows to a proxy when they are away from the office or ability to grant overrides for substitute approvers.	Y	This can be automatically done with the out-of-office functionalities or by re-routing a workflow process.
c.	Ability to create tasks/notes.	Y	Compliant
d.	Ability to view real time workflow progress	Y	Users will have the ability to see the status of items, where they are in the process flow, and all responses and actions at any and for unlimited time.
e.	Robust and flexible workflow to submit, track, modify, approve and monitor the progress of agenda items. Should include notifications to approvers as the items pass through the workflow.	Y	Compliant. Please see the previous answers.
f.	At-a-glance status indicators which show agenda administrators the progress of agenda items passing through workflow. Users should not have to click into each individual item to find the status of the item.	Y	The status of the items will be displayed in the list of items. Users can see all their pending workflows in their personal dashboard/queue.

g.	Ability for City Clerk to skip users in the workflow.	Y	Compliant
h.	Agenda can be edited at any point in the workflow.	Y	Compliant
i.	Audit trail	Y	Compliant
5.	Technical Requirements		
a.	Ability to handle 20 Commissions/ Boards	Y	The City will have the ability to manage an unlimited number of boards, commissions, and committees in the application.
b.	Unlimited video hosting including but not limited to livestreaming, production of video minutes and the archive of files.	Y	PROVOX offers different options for live and on-demand audio and video streaming. One option for instance is the integration with YouTube, which provides unlimited streaming and storage.
c.	Ability to stream Live Meetings to Multiple Social Media Platforms	Y	Please see previous answer.
d.	Video hosting compatible with online meeting software (i.e., GoToMeeting, YouTube, Vimeo)	Y	Please see previous answers.
e.	Playback audio & video files without requiring specialized software	Y	Compliant
f.	Cloud based platform	Y	The Internet Information Portal will be hosted by PROVOX. External users will have only access to the Portal (and not the production database), which will provide the City with the best possible security. The audio and video streaming will be hosted externally as well. The core application will be installed on a fully managed server/VM in the City's network. The City will <u>not</u> share an external server with other customers for production. This will guarantee the best possible security and performance. Data and documents will be available 24/7/365, even if an internet connection is not available. The City will minimize the risk of hacker attacks, viruses, spam ware and trojans. Sensitive data will <u>not</u> be stored on an external server or transferred to the server via internet. PROVOX will maintain and monitor the server/VM, so the City's IT will not have any additional effort.
g.	Transfer of historical video, agendas, minutes and packets.	Y	PROVOX offers the integration of any existing agendas, agenda packets and minutes as part of the project. The documents will be converted into a searchable and ADA compliant PDF format, before integration into

			the Full Text Search Archive. The archive will be available for staff and external users. Videos can be transferred as well.
h.	Unlimited Data Storage and unlimited Data backup	Y	Compliant
i.	Municipal website Calendar and Search.	Y	The application comes with a fully-developed and ADA compliant Internet Information Portal. PROVOX can provide a web service for an existing web calendar integration.
j.	Continual Training and Support	Y	Hotline, remote and online support are included in the subscription fees. The estimated training is included in this proposal. PROVOX offers online or onsite hands-on trainings, webinars, train on the job, and train the trainer concepts.
k.	Public and Private Portal	Y	Agenda.NET™ comes with a fully-developed and ADA compliant Internet Information Portal. The Portal offers a public and private (password protected) portal. The City will have the ability to publish agendas, agenda packets, agenda items, attachments, minutes, voting records, live and on-demand video, ordinances, resolutions, contracts, full text search, committee information, memberships, meeting calendars, and more, with simple mouse clicks. PROVOX will adapt the existing web layout, so users will find a familiar layout and navigation.
l.	Ability to publish Notices and Public Hearings.	Y	Compliant
m.	Prefer Online Codification Integration.	Y	This can be integrated on request.
n.	Prefer LaserFiche Integration	Y	PROVOX offers open standard web services for the integration with any records and document management system. Users can export documents and metadata with simple mouse clicks for the integration into an existing system.
o.	Ability for City Clerk to control user logins and role-based permissions across groups of users or individual users. Permissions should be variable by meeting type.	Y	Application administrators will have the ability to create own security structures, with an unlimited number of users, groups/roles and sub-groups. They can define permissions on modules, forms, fields, functions, features, and data.
p.	Support of multiple meeting types.	Y	Compliant

q.	Document tracking/history beginning to end in real time.	Y	All workflow events and responses will be stored with the items for unlimited time. It will be possible to create multiple versions of items.
r.	Live streaming with optional closed captioning services per ADA Standards (please describe your service offering).	Y	PROVOX offers different options for live and on-demand audio and video streaming. One option is for instance YouTube. YouTube has the advantage of an easy integration of Close Captioning.
s.	On Demand videos	Y	Compliant
t.	Archive of Past Meetings with Agenda, Packets and Videos	Y	Already existing documents and videos can be converted and integrated. Agendas, agenda items, minutes, voting records, and more from Agenda.NET™ will be stored for unlimited time.
u.	Full Search Capability of Current and Archived Items, Incorporation of tags, metadata, or other methods to improve search results for internal and external users.	Y	Users have different search options available. They can search by metadata in data and via full text/free text search in all documents (created within the application and the archive). The search functions are available in the application and the Internet Information Portal.
v.	99% or better Uptime for durability.	Y	All documents and data will be stored in a Microsoft SQL Server database in the City's network. The City will have 24/7/365 full access to all information (even if an internet connection is not available). Maintenance and updates can be scheduled on the City's own schedule (usually outside of office hours). New releases can be tested in a test environment, before roll-out in production.
w.	3GB or better bandwidth available for streaming meetings.	Y	The video streaming will be managed outside of the City's network.
x.	Multi-site redundant full Cloud Hosting.	Y/N	All data and documents will be stored in a Microsoft SQL Server database in the City's network. The City can create automated backups. A backup can be restored within minutes in case of a disaster.
y.	Option to host or integrate a stream.	Y	Compliant
z.	Web Browser based searchable agenda and minutes database with possible iframe support	Y	Compliant

Proposed Solution

PROVOX has developing and continuously improving the Agenda and Meeting Management Suite since 1991.

Agenda.NET™ is a fully featured, the most flexible, easy-to-use, secured, and customizable application in the whole market of agenda and meeting management solutions. The customer base from cities with a population from 5,000 to over 1 million shows the flexibility of the application.

+

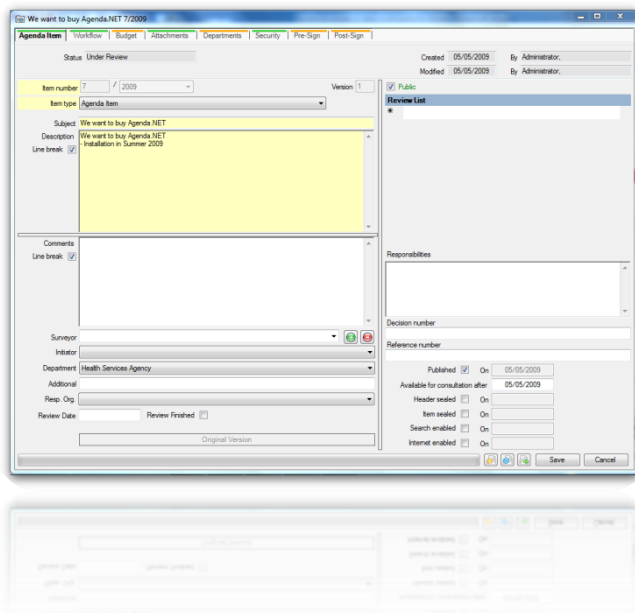
General Description

Agenda.NET™ has Windows conform icons, menus, and structures. It has integrated dynamic menus for each user, depending on the security settings in the background.

Users will be supported with well-arranged forms and customizable fields. Online-Help and numerous tool-tips will help users do their daily work. The estimated training for end-users is between two (2) and four (4) hours.

Agenda Items

Departments and other entities can create, edit, and manage their agenda items in Agenda.NET™ and integrate them into an electronic, template based, and/or individual workflow for the reviewing and approval processes.



and/or Microsoft Outlook Mail.

Inexperienced users will be supported with an agenda item and meeting management wizard, with colored tabs and required fields. Status information will be provided directly in the main screen or in other important areas of the application.

Workflows (reviewing, approval, and action workflows) can be individually designed by authorized users and be integrated into required processes.

Agenda.NET™ offers the users three kinds of workflows (priority based, sequential and broadcast) and the ability to manage numerous individual workflow templates. Workflows can be equipped with a timeout for single users and/or groups. Users will have the ability to integrate an ad-hoc workflow in an active process if necessary.

Involved users and groups will get a message about pending actions via the internal messaging system

Users will have the ability to create a meeting workflow to an agenda item. They can select a specific meeting from the meeting calendar, define a first meeting date (for long range items), and/or use a dynamic sequence for each committee. Agenda.NET™ will post the agenda items after publishing them automatically on the defined committee meetings.

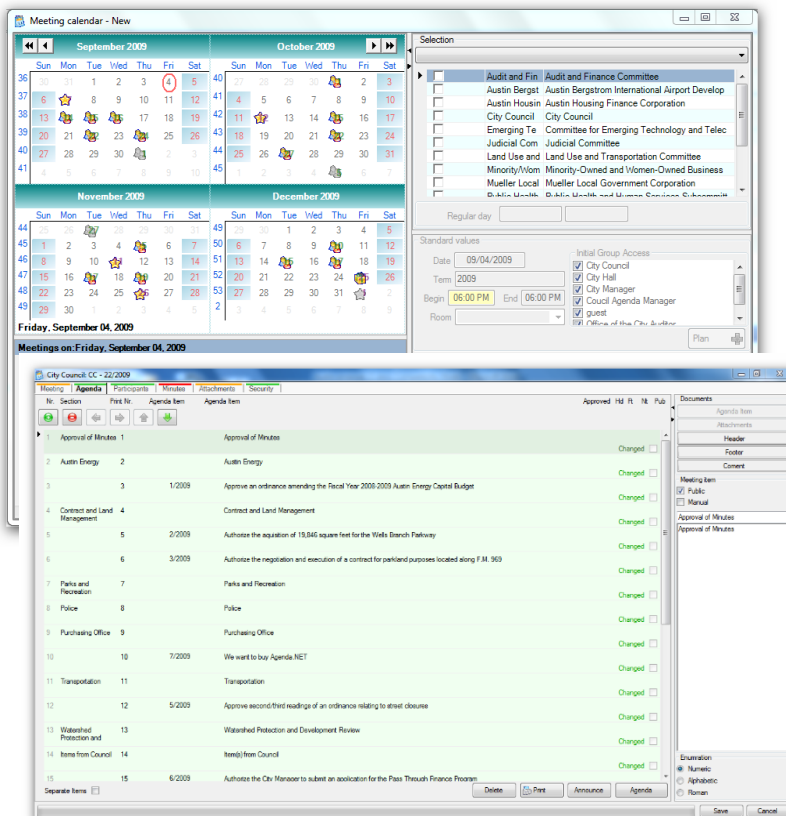
Agenda.NET™ can manage numerous attachments of any format and size to an agenda item and/or a meeting. Users will have the ability to browse for new attachments and integrate them with a simple mouse click.

Agenda.NET™ will have the ability to integrate URL's and live links to GIS applications. With this integration, Board members, members and, if desired, the public will have the ability to scroll within and zoom into attachments to an agenda item and/or meeting.

Recommendations and background information will be added, edited and formatted in the existing Microsoft Word application. Users can integrate text, graphics, tables, and format the text.

Agenda.NET™ will merge the complete agenda items depending on the existing word templates.

A complete "Approval Management Console" will help the key persons to track the process in a reviewing and/or an approval/action process. They can for example search for all open activities for a specific meeting, single agenda item and/or selected department.



Agenda Process

The agenda process will be supported perfectly by Agenda.NET.

Authorized users can add and manage meetings in a monthly meeting calendar. They can prepare a complete meeting calendar for the whole year, for a few months and/or add individual meetings.

Agenda.NET™ will also support assembly meetings with two or more committees.

Agenda.NET™ will suggest a meeting room and a meeting start time depending on the default settings for the selected committee.

Users will have the opportunity to change the recommended dates, times, and rooms.

Involved Departments can be reminded of

pending actions with the internal messaging system.

Authorized users can create a draft agenda with a single mouse click. Depending on the default definitions, Agenda.NET™ will integrate committee specific headers and standard topics on the agenda.

Agenda.NET™ will search for all unfinished and published agenda items for the selected committee, depending of the definition in the item's workflow. It will post the items based on their settings under the different headers of the agenda.

Users can re-order, add, and remove items on the agenda. They can build numerous sub-items with a simple mouse click as well.

Users will have the ability to open the agenda item document and the attachments directly in the agenda screen.

When a user removes an agenda item, Agenda.NET™ will post this item in a dynamic workflow automatically on the following agenda for this committee. Users can add new items on the drafted agenda, without deleting the original agenda.

Ad-Hoc Agenda Items and Placeholders

Users will have the ability to integrate ad-hoc agenda items and/or placeholders on the agenda.

At any time, authorized users can convert a placeholder into an original agenda item with a simple mouse click. Agenda.NET™ will integrate the existing description, the meeting workflow and other important information into the agenda item. Users can add additional information and will be routed automatically back into the agenda after saving.

Last minute or late items can be integrated into an existing agenda at any time. Authorized users can add them on any place of the agenda, without deleting the original agenda. The actual agenda with the new items and supporting materials will be automatically updated in the Internet/Intranet Module. Last minute or late items can be distinguished by a red border in the Internet Module.

Surname	Title	First name	Last name	Function	Organization	Meeting function	From	To	Comment	SMS	Email	Changed
Mrs.	Sheryl	Cole		Chairman	Board of Supervisors - Chairman	Clerk of the Board	10:00 AM					☐
Mr.	Lee	Lefkowitz		Vice Chairman	Board of Supervisors Member -	Clerk of the Board	10:00 AM					☐
Mrs.	Marissa	Rindge		Board of Supervisors Member -	Board of Supervisors Member -	Clerk of the Board	10:00 AM					☐
Mr.	Brenner			Board of Supervisors Member -	Board of Supervisors Member -	Clerk of the Board	10:00 AM					☐
Mrs.	Laura	Harrison		Board of Supervisors Member -	Board of Supervisors Member -	Clerk of the Board	10:00 AM					☐
Mrs.	Randi	Shade		Board of Supervisors Member -	Board of Supervisors Member -	Clerk of the Board	10:00 AM					☐
Mr.	Marc	Ott			City Council	Guests	10:00 AM					☐
Mr.	Rudy	Garcia			City Council	Assistant City Manager	10:00 AM					☐
Mr.	Hymel	Rice			City Council	Agenda Manager	10:00 AM					☐

Users will have the ability to print an agenda and/or a public notice at any time. These documents will be merged in Microsoft Word depending on the customizable Word templates.

Meetings and Agendas will be uploaded into the Internet and/or intranet module with one mouse click.

Participant Lists and Guests

Users will have the ability to create a participant list depending on the defined members and other attendees for the selected committee. They can add numerous guests to the participant list, print labels, participant lists, and will

see if there are any planning conflicts with other meetings.

They can add and remove attendees and send an electronic invitation and/or agenda packet via E-Mail and/or Text Messages.

Agenda.NET™ will support a mixed environment of paperless (electronic agenda packets) and hardcopies for other receptions.

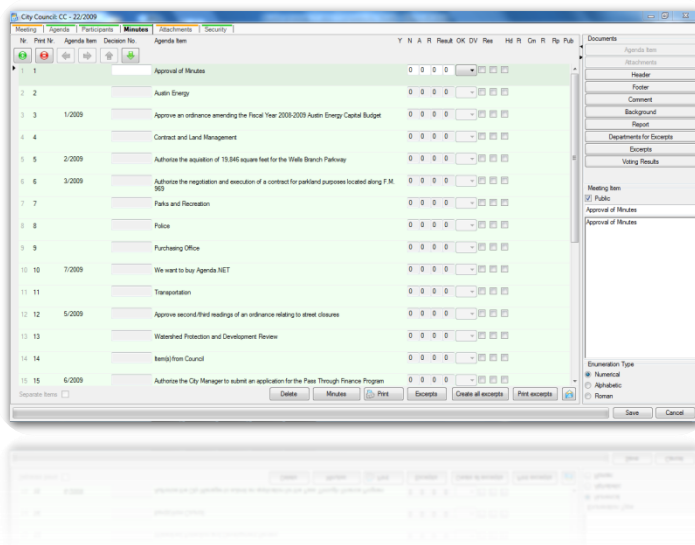
Members, the public, and other authorized users can add specific or a complete list of all meetings into their personal Outlook calendar. They can create a complete or private agenda packet in the Internet module; depending on their user rights.

Meetings

Agenda.NET™ has the ability to manage unlimited meetings and their referenced information.

Users will have the ability to use the meeting module before, during, and after a meeting with few restrictions.

Authorized users can seal the agenda after the final signature, and can unseal it when necessary.



After an agenda is sealed, users will have the ability to create a “minutes” agenda with a single mouse click. Agenda.NET™ will duplicate the original agenda and store it in the “minutes” screen. From here, authorized users will have the ability to re-order, add and remove agenda items. They can build sub-items and change the status from “public” to a closed session item.

Users will get detailed information during a live meeting. They will have the opportunity to open the agenda item and/or the attachment, without any changes in the working area. They can add header and footer text to each item.

They can add comments and other important information to each item. Staff, City Council Mem-

bers, and the attendees can follow up with the agenda live in the meeting.

Agenda.NET™ will support global and member voting.

Users will have the ability to create their “minutes” document and “minutes” excerpts with a single mouse click, depending on the customized Word templates.

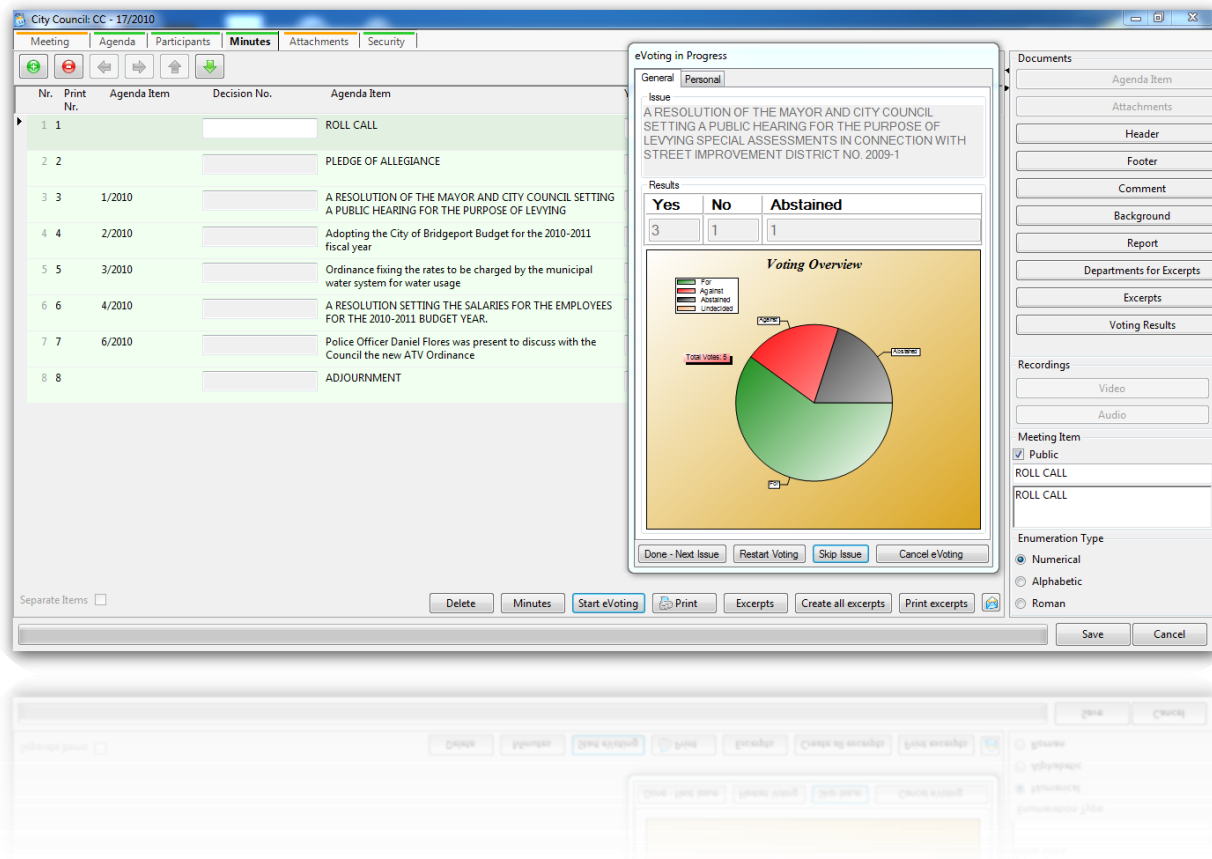
“Minutes” excerpts can be sent via E-Mail to the different departments.

Agenda.NET™ has the ability to manage two minutes documents; one public and one private document. Both documents can be uploaded with different user rights into the Internet module.

Users can create the “minutes” document before the meeting and only add changes during the meeting.

Agenda.NET™ will upload new or modified information after it has been published by an authorized user. Depending on the defined security settings, users will have the access to selected information via web module.

Electronic Voting



The Agenda and Meeting Management Suite has integrations with electronic voting devices. PROVox has developed an open web service for the integration with different electronic devices. PROVox offer customizable wireless voting devices (manufactured in the United States of America).

These devices have six (6) customizable buttons. Customers can define these buttons generally or for each meeting different. They can define user functions for each button (e.g. 1 = Yes, 2 = No, 3 = Absent, 4 = Right to speak, 5 = Motion, 6 = Second).

The Meeting Clerk or meeting moderator can start, stop, re-start, skip items, and store the result via the Agenda.NET™ user interface. Agenda.NET™ has integrated a timer and different graphics as well.

Electronic Workflow Management

The City of Pekin will have the ability to create numerous own pre-meeting (reviewing and approval) and post-meeting (follow-up and action) workflows and workflow templates. These templates can be easily created within the application and without any vendor development or external tools (e.g. Visio, Visual Basic, or other).

Users can select one of the existing templates, and add or remove reviewers or group of reviewers/roles in this workflow. They can also create individual workflows for specific items.

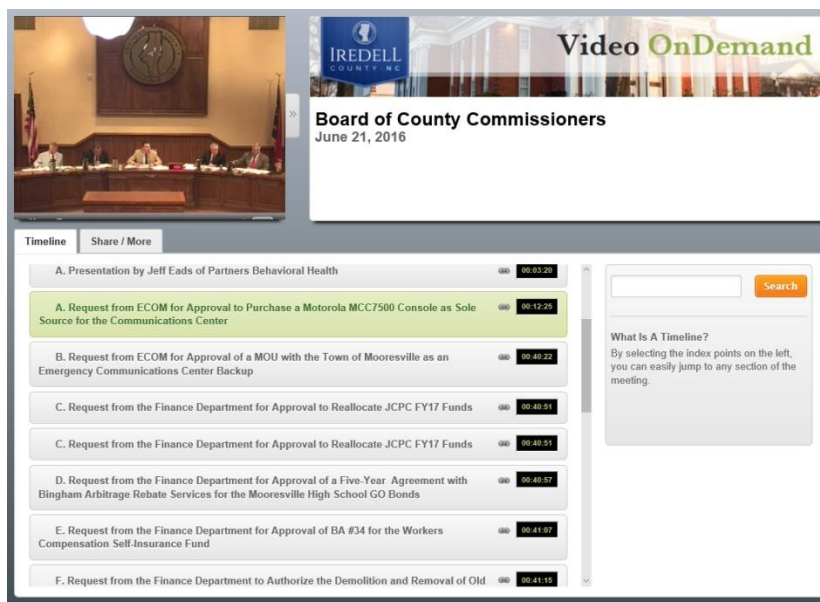
Each workflow can have numerous reviewers or roles. A combination of both kinds of reviewers is possible in one workflow as well.

Each workflow task can have a deadline, personal notes and other important information.

Agenda.NET™ will send notification via e-mail and the internal messaging system during the workflow process. Reviewers will have all important information regarding the workflow process available on a fingertip. They can add their responses in the designated fields and/or use the Microsoft Track Changes function within the documents (based on their security settings). They can also reject, accept, or re-route the workflow process at any time.

All information and responses will be stored with the item in the Agenda.NET™ database and can be reviewed at any time.

Audio-/Video-Streaming Integration



Agenda.NET™ has the ability to integrate different Audio-/Video-Streaming solutions or be bundled with PROVOX's solution.

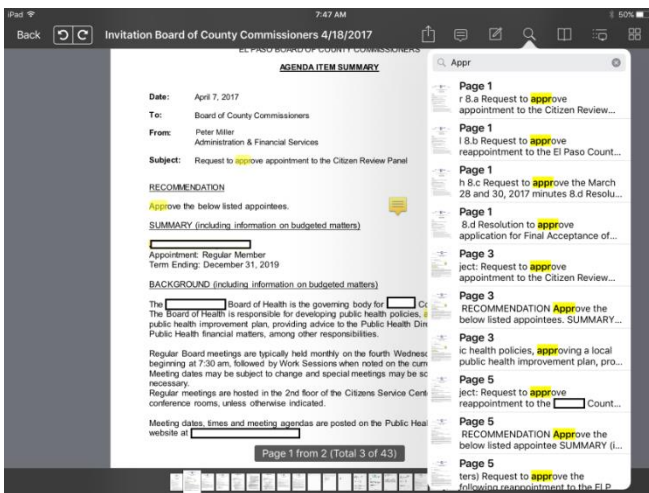
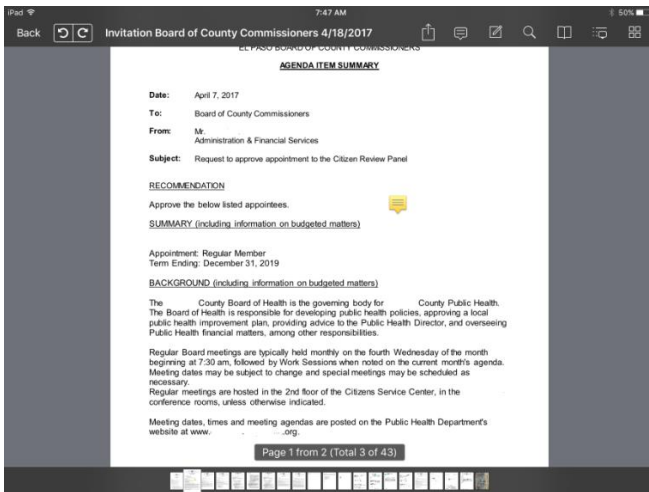
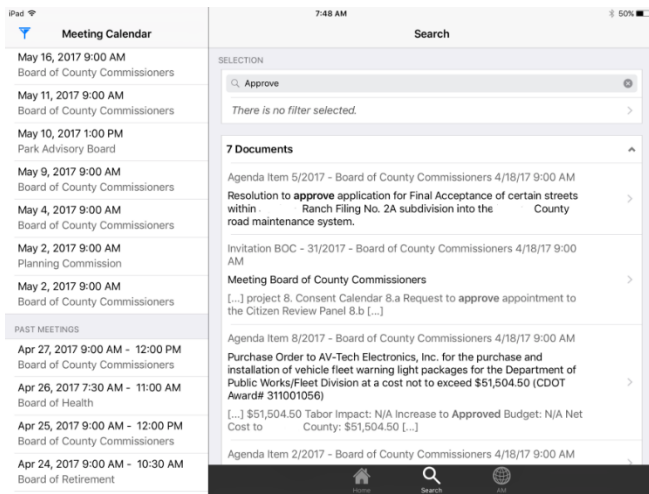
PROVOX has developed open web services for the integration of existing solutions. The web services will export the necessary information and import the links back into the application after the meeting has finished.

The City of Pekin will also have the ability to upload existing audio and video files and index them during or after the meeting with simple mouse clicks within Agenda.NET™.

Users will have the ability to see selected items and/or the whole meeting in the Internet Information Portal of Agenda.NET™.

The video and audio information will be available in the Agenda.NET™ Meeting Minutes Maker module as well.

Meeting App – the Legislative Meeting App



Meeting App is the innovative Legislative Meeting App for City Council Members, Commissioners, Staff Members and the General Public to go Paperless with Agenda.NET™.

The app can be used on Apple (iOS) and Android devices. Users can get the information fast, easy and paperless.

The app will automatically update all meeting information and download the latest agenda packages and other meeting documents with each login.

Users will have all future and past meeting available in the app.

They can easily add annotations (e.g. ink annotations, notes, drawings, etc.) and search in all documents via full text. Hits will be automatically displayed and highlighted on the screen.

The users can easily navigate by using the Table of Contents (with links to each item and attachment) for each meeting.

Annotations that were made on an agenda item in one meeting will be carried forward to other meetings, if the item will be posted again on a later meeting.

Documents can be easily printed, emailed and stored in other cloud or local location if desired. They can also be saved in other formats.

Integration to DMS

Agenda.NET™ has the ability to integrate different Document Management applications. A Document Management System is not required for the use of the complete Agenda and Meeting Management Suite.

Users can export items with a simple mouse click. Agenda.NET™ will store the items with the necessary metadata via web service in a folder structure. The DMS application will control this folder and import the documents in their own database.

Users will have the ability to search in both applications.

Internet Information Portal

Agenda.NET™ integrated a unique, fully featured, secure, and “database” based Internet Information Portal.

The existing layout of the City’s webpage can be adapted in a few hours. With a simple link on the current web pages, users will be routed in the Agenda.NET™ Internet Information Portal.

Users will enter a dynamic menu, depending on their security settings in Agenda.NET.

After it is published, new and changed data will be uploaded into the internet module. Agenda.NET™ will automatically convert Word documents into a PDF ISO-19005 (PDF/A) format, which is designed for long term storage and usable for users with disabilities.

City Council Members and other members will have a private and password protected workspace. They need to log in with their own user name and password to get private (closed session items) and public information. They will see their last meetings, upcoming meetings, and the changes since their last visit in a personal welcome page.

The public and other users will get information about the City Council Members and committee members, committee details, a dynamic meeting calendar, meeting and agenda item search, Ordinances and Resolution, and municipal data.

They can also subscribe to RSS Feeds, so they will get a notification every time when information has been changed or new information were posted.

They can also download complete agenda packages, create individual packages with selected items, open the audio- and video-files to each agenda item, get a complete Legislative History to each item, search in documents via full text, and much more.

Agenda.NET™ will not only post agendas and meeting information on a web page, it will create a unique and user-friendly Information Portal for the City’s meeting body members and the general public.

Davidson County, North Carolina
Lexington | Thomasville | Denton | Wallburg | Midway

User:
Password:
[Log in](#)

Select Language ▼

WELCOME

Welcome to the Paperless Agenda Management from Davidson County

Last 3 meetings

7/29/16	Meeting BOC - 46/2016 takes place at 10:30 AM in 1 for: Board of Commissioners	
7/20/16	Meeting BOC - 45/2016 takes place at 10:00 AM in 1 for: Board of Commissioners	
7/7/16	Meeting BOC - 25/2016 takes place at 8:00 AM in 1 for: Board of Commissioners	

Next meetings

8/4/16	Meeting BOC - 27/2016 takes place at 8:00 AM in 1 for: Board of Commissioners	
--------	---	--

Municipality

Municipal information and contact details.

Committees

Committee details, including current membership.

Councillors

A searchable list of all committee and party members.

Meeting Calendar

The current agenda of meetings, participants and resolutions in calendar format.

Meeting Search

Find meetings using a detailed search pattern.

Document Search

Find documents and attachments for all published items and meetings.

Agenda Items

A searchable list of current and past agenda items.

Ordinances

A searchable list of current ordinances.

[Go Back](#)

Last Database Update: Jul 27, 2016 1:00 PM
PV-Internet@PROVOX-Systems Inc.

CONTACT US
Davidson County Government
913 Greensboro Street, Suite 401
PO Box 1067
Lexington, NC 27292
Ph. (336) 242-2200
Fax (336) 248-8440

NOTE

Other Application Features

Agenda.NET™ has many more features and functionalities integrated. The City of Pekin can start small and add more and more features over time.

Some of the other features are:

- Motion Items
- Electronic Forum
- Regulations and Ordinances
- Web Form for the Agenda Item Creation
- Legislative Agenda Item History
- Item Tracker
- Accounting Module
- And much more

Audio- and Video-Streaming (Optional)

PROVOX provides the City of Pekin with different options for Audio- and Video-Streaming. The City can select one of the following options, but will have the ability to switch to another option at any time:

- **Live Streaming only**
- **Self-indexing in Agenda.NET with Live Streaming**
- **Integration of own audio- and video-recording and self-indexing in Agenda.NET**
- **Broadcasting**
- **Close Captioning**
- **Audio only**
- **Integration of external and not meeting related content**

Some of these options can also combine with each other.

Presentation

Once integrated into the linking structure of the existing website, the customized video library becomes the portal through which users access your audio/video content. As new content is added, it automatically becomes available in the City's library without any work by the webmaster.

By navigating through the video library, users can view a list of meetings chronologically or unleash the power of the jump-to markers to search for specific points within individual audio/video clips. When it comes time to view these clips they are presented in a similarly customized player, presenting a consistent look to all aspects of the City of Pekin website.

Video Podcasting, as offered by PROVOX, is a great way to extend accessibility and adoption of your audio/video content. Building on the popularity of Apple's iPod video player, Podcasting technology allows users to subscribe to automatically published content feeds. New content becomes immediately available in their audio/video library and is subsequently synched to their portable devices the next time they are connected.

Delivery

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, PROVOX can deliver content in all major streaming video formats

Our local points of presence ensure your audio/video content is delivered to your citizens and staff in the most efficient manner, minimizing buffering time and providing optimal viewing quality.

Monitoring and Statistics

PROVOX is constantly monitoring all aspects of the PROVOX Content Network to ensure its health and availability. This monitoring extends to cover remote PROVOX Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

PROVOX collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

Support

PROVOX offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

Documentation

PROVOX will provide the City with a complete user manual in Word format. The manual can be reproduced for internal use.

PROVOX can provide example cheat sheets (from similar projects) and release letters for each new build as well.

License Structure

PROVOX offers the City of Pekin a Municipal License, with an unlimited number of users, meetings, meeting bodies, elected/appointed officials, and data.

The License will include an annual subscription fee with software maintenance included.

Proposed Application Software and Computing Environment

PROVOX offers the proposed solution as an on-premise installation or hybrid solution (private cloud).

The hybrid solution is a pre-configured DELL Server, which will be monitored and maintained by PROVOX. The server will live in the City's network, so users will have 24/7/365 full access to all data and documents. PROVOX will install application and Windows updates after office hours.

The City's IT Department will not have an additional effort with the server.

The application can also be installed on an existing server or VM. PROVOX can also maintain and monitor the VM.

The City will have the following advantages versus a SaaS/hosted solution:

- The City will not share a hosted server with many other customers
- Users will get the best possible performance and security
- Data and documents will not be transferred to external server for creation and editing
- Users will not experience any problems with large documents and attachments or slow Internet connections
- 24/7/365 full access to all data and documents
- Free test and training environment included in the license fees
- The City can schedule updates when users are ready and not when the vendor would like to update the server
- Encrypted communication between client and server
- External users (City Council Members, committee members, public users) will only access the Internet Information Portal (no security risk)
- The Internet Information Portal will be hosted by PROVOX
- Individual configuration of Agenda.NET™
- And more

Agenda.NET™ is a Microsoft certified .NET application. Clients only need a start icon to access the application. Updates will only be installed (from PROVOX) on the server. A typical installation/update will be done in less than one (1) hour.

Meeting Live Streaming and Video Storage Solution or Interfaces

PROVOX offers the following options for Audio and Video Streaming:

- Standard interface for YouTube and Vimeo Integration
- Integration of existing solutions
- Our Audio and Video Streaming Solution (live and on-demand)

Our solution will include the encoder, hosting, and streaming service for live and on-demand audio and video streaming.

Recordings can be indexed (time stamped) during and after meetings. It will also be possible to trim the videos.

External videos can be uploaded into the player portal as well.

The videos can be used in standard browser and devices.

PROVOX offers SD and HD encoder. Existing cameras can be easily connected.

Our solution will guarantee a minimum of 5,000 simultaneous streams. The encoder will be continuously monitored and maintained and automatically replaced if we find an issue.

Existing Granicus videos can be converted and integrated into the player archive, so the City will not lose any content.

Value Added and Related Services

PROVOX offers a fully-developed, innovative, comprehensive, and secure Agenda and Meeting Management, that is currently installed in more than 950 projects.

PROVOX has been continuously developed and updated the proposed solution, and will provide its customers with one (1) or two (2) updates per year.

PROVOX is spending around about 60% of the maintenance fees in continuously development of the application.

A major redevelopment has been finished in 2019. PROVOX has invested in this redevelopment to make the application future save for the next 10+ years and to stay ahead of its competitors.

PROVOX will be responsible for:

- Installation and Configuration
- Project Management
- Technical and Application Support
- Training

- Document Template Creation
- Conversion and integration of existing document
- GoLive Support

PROVOX will assign a project team, which will include a project manager, supporter, administrative contact, and internal project manager. Each member has the experience of numerous similar and larger projects.

Emerging Technologies

PROVOX has been continuously developed and updated the proposed solution for the past 29+ years and will provide the City with one (1) or two (2) updates per year.

PROVOX has an internal development plan for the next 5 years.

Agenda.NET™ was completely redeveloped between 2017 and 2019 to make it future save for the next 10+ years and to integrate the latest Microsoft technologies. PROVOX has also integrated a lot of customers' feedback and improvements in the new release.

PROVOX has provided the new development (upgrade) to its customers free of charges.

Training

PROVOX will create a customized training plan for the City of Pekin's needs and requirements.

Usually, all trainings will be held as **On-Site trainings** (Online Trainings on request) in the training facilities of the City of Pekin. The City of Pekin will provide one desktop/laptop for each training member. Online-Trainings are available as well.

A technical training will be delivered in free-form assistance during the installation and implementation phases.

PROVOX will work with the City of Pekin's test database. This database will have the same data, document templates and basic information as the production system. Users will see the end result directly in the training and can see how the application will work in the final environment.

PROVOX user trainings will be typically broken in the following classes:

Name	Participants	Course Description	Length
Administration	Agenda.NET™ System-Administrator	The users will learn how to install the Agenda Server and to update the configure files. They will learn how to add new users/groups in	4 hours during the installation

		the system and to define the security settings. They learn how to add document templates to the application.	
Power-User 1	Agenda.NET™ Administrator (Project Team)	Users will learn how to manage the complete Agenda.NET™ application. They will learn how to add, edit and remove people/members, committees, rooms, and the foundation data. They will learn how to define and modify new and existing data and how they can change security settings.	4 hours
Power-User 2	Agenda.NET™ Administrator (PowerUser)	This course is designed for Power-Users, Project Team Members and Trainer in a Train-the-Trainer concept. Users will learn how to create and edit an agenda item. They will learn how to integrate them into a reviewing workflow process and how to create individual workflows. They will learn how to create meetings, build agendas and generate the final minutes. They will learn how to publish information in the internet module and other important background information.	4 hours
Agenda Items creation	Users from different Departments, who create their own agenda items	Users will learn, using real examples, how they can create agenda items in Agenda.NET. They will learn how they can search and edit their own items, and how they can integrate them in a reviewing and/or approval process. They will get this overview after the final publishing.	2 hours

Meeting Management	Users from different Departments, who create their own meetings, agendas and minutes	Users will learn how they can create a meeting or use an existing meeting for their agenda creation. They will learn how they can create an agenda and the different ways to reorder, add and remove agenda items. They will create their own agenda and minutes documents	2 hours
Workshop	All users	PROVOX Team Q&A.	2 – 4 hours

Training sessions will be coordinated and scheduled by the City of Pekin. It is assumed that the participants in this training have a working familiarity with the standard Microsoft Windows conventions and terminology.

Train-the-Trainer

All trainings can be held by PROVOX as a “Train-the-Trainer” concept. In this concept, we will double the time for the Power-User training; to make sure that the Trainer will have the complete knowledge of the application.

PROVOX will support the Trainer in the first two trainings, to make sure that the Trainer can answer all upcoming questions. It is important that the Trainer learns the quality and flexibility of the Agenda.NET™ application completely, and that both partners are comfortable before the Trainer takes more responsibility.

Web-based trainings and webinars

PROVOX will offer additional web-based trainings and webinars to discuss different topics. We will offer update trainings and workshops as well.

Video Taping and Document Reproduction

PROVOX always authorizes its clients to be able to videotape sessions and reproduce at their own discretion for internal use. In addition, the City of Pekin has permission to reproduce any of the training documentation, customized training guides, screenshots, in-part or whole for its own purposes.

Test- and Training-Database

The City of Pekin will receive a Municipal license for unlimited users. The City of Pekin can create and run numerous instances of the Agenda.NET™ application and databases. The production database can be replicated with the Migration & Replication Tool and/or with a database backup.

There is no time limit for the test and training databases.

Service and Operational Support

PROVOX will create a customized project plan for the City of Pekin's needs and requirements.

PROVOX Systems has been the developer of the Agenda and Meeting Management Suite for more than 30 years and has project experiences from more than 950 projects worldwide. The City of Pekin will get all services and support from the PROVOX US Headquarters in McKinney, Texas.

The services break down into the following project phases:

- **Planning Phase**
 - Product Presentation (Live presentation of Agenda.NET™ with data and document templates from the City of Pekin)
 - Final Proposal Acceptance
 - Project Plan Creation
 - Assign Project Team
 - Agenda.NET™ presentation for stakeholders, City Council Members, and Project Team
 - Q & A Session
 - Final Project Plan acceptance
- **Implementation Phase**
 - Installation of Agenda.NET™ on an existing or new server
 - Configuration and definition on initial security settings
 - Integration of existing Word Document Templates
 - Conversion and implementation of existing documents and legacy data (agenda items, agendas, and meeting minutes from the past years)
 - Video-Encoder installation and configuration
 - Player Layout adaption
- **Training Phase**
 - 1st PowerUser Training (PowerUser are the user, which are managing the basic information (e.g., People, Organizations (City Board, Boards, Committees, Commissions, and Agencies) and the whole legislative process)
 - Data integration phase
 - Practice Phase for PowerUsers
 - 2nd PowerUser Training
 - Definition of the training content for the end user
 - Practice Phase
 - End user training – Agenda Creators/Report Reviewers (0.5 days for each group)
 - Practice Phase for end user
 - Workshop and Q&A session
 - Database cleaning after test phase

- Layout Phase
 - Internet Layout adaption (PROVOX will adapt the existing layout from the City of Pekin into the Agenda.NET™ Internet Module)
 - Internet Module installation
 - Final layout for the Word Templates (for agenda items, agendas, meeting minutes, Final Board Orders, Backgrounds, Recommendations, Labels, Participant Lists, etc.)
- GO Live!
 - Final Project Presentation from the Project Team and PROVOX
 - Final Project Meeting
 - Presentation for Board and other Organizations
 - GO Live!
 - Follow up project meeting (3 or 4 weeks after GO Live!)
- Optional Services
 - Integration of existing data (PROVOX will integrate the existing Organizations (City Board, boards, committees, commissions, and agencies), People, Foundation Data, and other base data)
 - Interface configuration
 - Web based follow up trainings (Train on the job, update trainings, etc.)
 - Customizations

All project phases have integrated different on-site project meetings.

All trainings will be held as on-site trainings in the offices of the City of Pekin. The training content will be defined with the Project Team and will include the data, document templates, workflows, and structures from the City of Pekin.

The City of Pekin will have one point of contact during the entire project and after the project for ongoing support, update and upgrade services. The City of Pekin will have direct access to all application and technical services and will get first-level support.

PROVOX will build a long-term partnership with the City of Pekin and will support them on the way to going paperless and become one of the most innovative entities in the USA.

Most of PROVOX's customers have been in a successful partnership with the company for decades.

The Agenda and Meeting Management Suite "Agenda.NET" will automate the current City of Pekin Board agenda preparation process and can be adapted to other legislative bodies as well.

Timeline and Implementation Services

In most projects, PROVOX Systems uses the “Event Chain Method” or the “Critical Chain Method”.

PROVOX will create a complete Project Plan with weekly Action Item lists with the City of Pekin Project Team.

In this Project Plan (based on Microsoft Project 2016) we will integrate milestones and regular Project Team meetings.

With the knowledge from the RFP, we will recommend an “Event Chain Method”, where both partners will prepare the different milestones and the final GO Live date.

Based on the GO Live or Project Starting Date, we will develop a complete Project Plan with the installation, training and test phase and the final sign-off.

We will also integrate the involved persons and project teams.

In similar projects we have broken down a project in the following steps:

- Project plan definition
- Project plan acceptance and Kick-Off Meeting
- Installation
- PowerUser Training
- Test Phase
- Customization
- Creation of a training guide
- Test of the training guide
- Customization
- User trainings
- Test phase
- Workshop
- Final customizing
- GO Live

The different project stages and the success of each step will be evaluated in meetings every one to two weeks. We estimate to require four meetings for this project.

The City of Pekin will need to assign a Project Manager to be the coordinator and primary liaison for the whole project. This person should have authority to provide approval of project scheduling, customization/modification request, and tasks delivered, and perform all the City of Pekin side project organization tasks. The project management responsibilities include:

- Analysis scheduling with staff
- Document and worksheet completion and reply
- Phase approval
- Coordinate training room and staff training schedule with PROVOX project management
- Oversee and approve testing and rollout
- Coordinate all other communications, scheduling, and approval events.

PROVOX's Testing Methodology (Testing Plan)

The agenda and meeting management methods for municipalities are often similar, but no two are ever identical. This uniqueness is one of the reasons the selection and implementation process for an agenda management system is different.

Regarding the requirements and our experience with the current agenda management application, we will develop a testing methodology and guide with the City of Pekin.

PROVOX will use the TMap (Test Management Approach) Methodology for this project.

This methodology will have five distinguishable phases that each test has to go through:

- Plan
- Preparation
- Specification
- Execution
- Evaluation

And the two additional phases:

- Infrastructure
- Management

PROVOX will integrate different testing phases in the project plan. Here are our recommended phases:

- General application operability in the environment of the City of Pekin (after installation)
- Application functionality (after the training and test phase with the PowerUsers)
- Completeness of the application
- Interfaces (after implementation of the interfaces)
- Internet module (functionality and completeness)
- Whole Process (before the Go LIVE date with data and users from the City of Pekin)

Schedule and Deliverables

PROVOX will create a customized project plan for this project. Below is an example project plan:

Below is an example implementation plan and timeline:

Dates	Activity	Description	Teams
Project Start (PS)	Contract Signing	Signing of final contract	PROVOX Sales Customer Purchasing
PS + 1	Kick-Off Call (30 – 45 Minutes)	- Introduction of the Project Team - Review purchased modules - Confirm Goals & Risks - Finalize Project Plan and Schedule	PROVOX Project Team Customer Project Team
PS + 2	Document Templates	Customer send PROVOX existing document templates for agendas, agenda items/staff reports, and minutes	Customer Project Team
PS + 3	Template Review	- PROVOX will create the document templates - Estimated effort = 2 days	PROVOX Support Team
PS + 3	VM/Server preparation	- Preparation of a VM or Server for the installation - Estimated effort = 2 days	PROVOX and Customer IT Team
PS + 6	Software Installation	- Installation and configuration of Agenda.NET - Installation of the Internet Information Portal on one of PROVOX's Web Server - Estimated effort = 4 hrs.	PROVOX Support Team
PS + 7	1 st Application Administrator Training	- Foundation Data - System Management - Municipal Data - Estimated effort = 2 - 3 hours ACTIONS AFTER TRAINING - Application Administrators will check the existing data - Adding additional information from Application Administrators	PROVOX Trainer & Customer Application Administrators
PS + 7	Document Conversion	Conversion and Integration of any existing documents (agendas, agenda packets, and minutes) from previous solution or before in the Full Text Search Archive from Agenda.NET	PROVOX Support Team

		Estimated Effort = 2 – 3 days for each 1,000 documents	
PS + 10	2 nd Application Administrator Training	- Agenda Item / Staff Report creation and submission - Basic Workflow Management - Search and edit of information - Estimated effort = 2 - 3 hours ACTIONS AFTER TRAINING - Practice with the application	PROVOX Trainer & Customer Application Administrators
PS + 14	3 rd Application Administrator Training	- Agenda preparation - Agenda packets - Minutes creation - Internet publishing - Estimated effort = 2 - 3 hours ACTIONS AFTER TRAINING - Practice with the application	PROVOX Trainer & Customer Application Administrators
PS + 17	Application Administrator Workshop	- Review and finalize any label and template changes - Finalize the Internet Information Portal - Preparation for End-User Training - Estimated effort = 3 - 4 hours ACTIONS AFTER TRAINING - Practice with the application - PROVOX to finalize any changes in templates, Internet Information Portal, and Label changes	PROVOX Trainer & Customer Application Administrators PROVOX Support Team
PS + 19	Workflow and Security Templates	Setup any workflow or security templates in Agenda.NET	PROVOX Support Team & Customer Application Administrators
PS + 22	End-User Training	- Agenda Item/Staff report creation, editing and submission - Pre- and Post-Meeting Workflow Management - Search Functionalities and other Features Estimated effort = 2 – 3 hours per group ACTIONS AFTER TRAINING - Practice with the application	PROVOX Trainer and Customer End-Users
PS + 30	Database Cleaning	Cleaning of the training database Estimated effort = 2 hours	PROVOX Support Team

PS + 30	Conversion of the remaining documents	Conversion of the remaining documents from the previous solution Estimated Effort = 1 day	PROVOX Support Team
PS + 32	GoLive Support	GoLive Support	PROVOX Support Team
PS + 33	Final Meeting	- Final Project Meeting - Move the customer to the regular support	PROVOX Project Team Customer Project Team

Key Deliverables

PROVOX will provide the City with the following:

- Agenda.NET™ complete Agenda and Management Suite
- Internet Information Portal
- Document Templates (Agenda item, agenda, minutes, background, recommendation)
- Pre-configured Microsoft SQL Server database backup
- Hosting services for the Internet Information Portal
- Fully Managed Server (optional)
- Audio and Video Streaming Encoder (optional)
- Agenda.NET user manual
- Example cheat sheets
- Project Plan in MS Project 2016
- Open Web Services as described
- Best practices from other projects
- Training schedule and content

Maintenance and Support Program

PROVOX will provide the City with a First-Level Maintenance Agreement that will include hotline and remote support, free updates and access to PROVOX's Online Help and Support System.

The City can submit issues via phone, e-mail and the Online Help and Support System. Each request will get a ticket number and can be tracked within the online system.

PROVOX is the developer for the proposed solution and will provide all technical and application support with its own and fully employed team. It will not use any global Call Center as many other vendors. The City will reach an application expert with each call and e-mail.

PROVOX has been continuously developed and updated the proposed solution in-house. All over 950 customers are using the same application without any customer specific development. This will make the support much more effective and will guarantee future updates without any additional development or manpower.

PROVOX will provide one (1) or two (2) updates per year. Updates will be installed from PROVOX as a remote service. A typical update will be finished in less than one (1) hour and will be performed only on the server.

PROVOX has a development plan for the next five (5) years.

Service Levels

PROVOX will respond to the City of Pekin requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, City of Pekin may describe and submit the problem by telephone, facsimile or electronic mail.

Incident Severity	Response Time	Resolution Time	Escalation Procedure
High Impact – software unusable	1 hour	Final Resolution within: 4 hours	A ticket will be created from our support staff or from the designated City of Pekin users in our Freshdesk support system. The ticket will get the highest priority and will be automatically moved forward to a support team member. The support team member will try to reproduce the issue and will get in contact with the City of Pekin contact. The supporter will start a remote session on the NDUS server, if the issue can't be resolved via email or phone.

Medium Impact – software useable with severely restricted functionality or performance	4 hours	Final Resolution within: 8 hours (1 business day)	A ticket will be created from our support staff or from the designated City of Pekin users in our Freshdesk support system. The ticket will be automatically moved to the responsible supporter. The supporter will try to recreate the issue and will get in contact with the City of Pekin contact within a business day. The supporter will start a remote session on the City of Pekin server, if the issue can't be resolved via email or phone.
Low Impact – software useable with minor impact on functionality or performance	8 hours	Final Resolution within: 40 hours (1 business week)	Same procedures as before. These issues are usually minor errors. The supporter will check if the issue is related to Agenda.NET or other software/configurations (e.g., Word, Windows, etc.). The supporter will get in contact (via Freshdesk) with the City of Pekin contact to provide an update. The supporter will provide the City of Pekin with a solution or a workaround in 5 business days.

Dedicated Account Manager

PROVOX will assign a dedicated Project/Account Manager for this project. Each Project Manager has the experience from several similar and larger projects.

Support Services

First Class Support will be managed from our US Headquarters in McKinney, Texas. This will include hotline and remote support. The City will get access to PROVOX's Online Help and Support System. Tickets can be submitted via email as well.

PROVOX will provide support with its own support team from Monday – Friday, between 7:00 am and 7:00 pm CST. Additional hours can be integrated into the contract and service agreement.

Bid Form

Company Name: PROVOX Systems, Inc.

Please provide a price to complete work identified in the scope of work above.

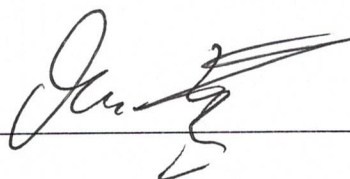
Total Price – Year 1	\$ 18,150.00
Annual Recurring Services – Year 2	\$ 9,750.00
Annual Recurring Services – Year 3	\$ 9,750.00
Annual Recurring Services – Year 4	\$ 9,750.00
Annual Recurring Services – Year 5	\$ 9,750.00

By submitting this bid form, you hereby proclaim that the submitted pricing is truthful and accurate.

Contact Name: Markus Vogt

Contact Title: President

E-mail: markus@provox-systems.com

Signature: 

Printed Name: Markus Vogt

Cost Proposal Explanation

System/Service	Cost
License Fee / Subscription	
Software / License - Agenda.NET Municipal License • <u>Unlimited number of users, meetings, meeting bodies, elected officials, and data</u> • All current available modules (Agenda Management, Agenda Items, Minutes Maker, Electronic Pre-Meeting and Post-Meeting Workflow Management, Item Tracker, Meeting Body Management, Elected Officials Management Incl. History) • Internet Information Portal • Microsoft Office Integration (2007 – 2019 and 365) • Open Web Service for DMS/EDMS Integration	\$9,750.00/year
Implementation and set-up cost	
Project Preparation - Project Plan Creation - Project Scheduling	Incl.
Installation - Remote installation and configuration on a VM (provided by the City) or the Fully Managed Server provided by PROVOX - Installation of a test/training environment (remotely)	\$600.00
Document Template Creation - Conversion and Integration of existing document templates for agenda items, agendas, and minutes	\$600.00
Basic Data Integration - Integration of the current elected/appointed officials, meeting bodies (City Board, Boards, Committees, Commission, etc.) and other Foundation Data	\$600.00
Basic Security Configuration - Integration with an existing Active Directory - Configuration of a basic security structure	\$600.00
TOTAL Implementation	\$2,400.00
Itemized Customization	
Internet Layout Adaption for the Internet Information Portal	Incl.

Trainings & Project Meetings	
Application Administrator Training	
- 3 days in total (onsite or online and hands-on)	\$3,600.00
End-User Training (4 groups)	\$2,400.00
Travel Costs	After effort
Total Training	\$6,000.00
Cost to add additional users	
Unlimited User License	Incl.
First Class Maintenance	
Technical and Application Support	
- Hotline and Remote Support	
- Free Updates	
- Access to the Online Help and Support System	Incl.
Hourly Rate for additional work	
Hourly Rate for additional work (e.g., Trainings, Consulting, Development)	\$150.00/hour
TOTAL FIRST YEAR	\$18,150.00

Renewal Expense per Year for Years 2 - 5	
System/Service	Cost in \$
Software / License	9,750.00/year
Maintenance/Upgrades	Incl.
OPTIONAL SERVICES	
System/Service	Cost in \$
Hosting of the Internet Information Portal	\$595.00/year
Meeting App for (15 Users) incl. Maintenance	\$1,295.00/year
Document conversion of existing Documents for the past 10 years (agendas, agenda items, agenda packets, and minutes)	
- Check each document for searchability	
- Converting the documents in an ADA compliant PDF format (PDF/A-1)	
- Upload them into the Full Text Search Archive of Agenda.NET	
- Final Check	2,950.00
Fully Managed Server / Hybrid Solution	
- Dell Server Rack	
- Windows Server 2019	
- Microsoft SQL Server Express 2019	
- Remote maintenance and monitoring from PROVOK	1,500.00/year
Video Streaming	
- YouTube Web Service incl. Time Stamping	995.00/year
ALTERNATIVE Video Streaming	
- HD Encoder included	
- 1,500 hours of video	
- Hosting and Streaming Services included	On Request

ILLINOIS PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.			
2.			
3.			

OUT OF STATE PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	Davidson County, NC	913 N. Greensboro St., Lexington, NC	Debbie Harris 336-242-2201
2.	City of Florissant	955 Rue St. Francois, Florissant,, MO	Karen Goodwin 314-839-7630
3.	Yuba County, CA	915 8th St., Marysville, CA 95901	Mary Pasillas 530-749-7510

Company Name: PROVOX Systems, Inc.

Company Address: 8951 Synergy Drive, Ste. 223, McKinney, Texas 75070

Contact Name: Markus Vogt

Contact Phone Number: 972-547-0504

Contact E-mail Address: sales@provox-systems.com

CITY OF PEKIN

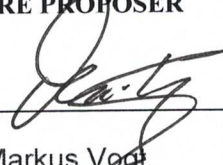
Signed: _____

Name: _____

Title: _____

Date: _____

SOFTWARE PROPOSER

Signed:  _____

Name: Markus Vogt

Title: President

Date: 2/24/2023



Contract No. 10152

Prepared for:	PROVOX Systems, Inc.
Address:	8951 Synergy Drive
	Suite 223
City:	McKinney
State:	Texas
Zip:	75070
	Telephone: 972.547.0504
	Fax: 972.215.7656
Attn:	Created On: / /201
	Prepared By: Kathy Vogt, Intern. Sales & Marketing Director

ENTERPRISE – AGENDA MANAGEMENT AGREEMENT

COMPOSITE SIGNATURE AGREEMENT

This Composite Signature Agreement is entered into by and between PROVOX Systems, Inc, A Texas Company ("PROVOX") and the customer referenced above ("Customer"), and shall commence on the day accepted and executed by PROVOX ("Effective Date").

By executing this Composite Signature Agreement, Customer accepts and agrees to all of the terms and conditions of this Composite Agreement (including the general terms and conditions set forth below) and of the documents listed below beside which Customers designated representatives initials appear (copies of which are attached hereto), each of which is hereby incorporated by reference (this Composite Signature Agreement and the initialed documents below shall be collectively referred to as the "Agreement"):

Initials	Title of Document
_____	PROVOX Sales Agreement
_____	PROVOX Pricing and Configuration
_____	PROVOX License Agreement
_____	PROVOX Maintenance Concept Agreement
_____	PROVOX Special Addendum, if any



Contract No. 10152

In the event of a conflict or ambiguity between documents, the specific shall control the general; the relative order of specific of the documents is as follows: (1) Maintenance Concept Agreement, (2) All other Addendums and (3) the Sales Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS COMPOSITE SIGNATURE AGREEMENT (INCLUDING THE GENERAL TERMS AND CONDITIONS BELOW) AND EACH DOCUMENT ATTACHED HERETO WHICH COMPRISE THE AGREEMENT, THAT CUSTOMER UNDERSTANDS EACH DOCUMENT AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

Agreed and Accepted by:

PROVOX, A Texas Company

By: _____

Printed Name: Markus Vogt

Title: President

Date: / /201

Authorized Agent of Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

Contract No. 10152

GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply to this Agreement and each document and Addendum that forms a part hereof:

1. Disclaimer of Warranties. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVOX MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, ORAL AND WRITTEN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MECHANABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO AGENT OF PROVOX IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTY OBLIGATIONS OF PROVOX AS SET FORTH IN THIS AGREEMENT.**
2. Limitations of Liability. **NOTWITHSTANDING AND OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL PROVOX TOTAL LIABILITY TO CUSTOMER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR WHETHER CUSTOMER HAS ACCEPTED ANY HARDWARE OR SOFTWARE PROVIDED HEREUNDER. IN NO EVENT SHALL PROVOX BE LIABLE FOR ANY LOST PROFITS, LOST DATA, OR ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE OR WHETHER PROVOX HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

Customer agrees that the limitations and disclaimers of this Agreement will apply regardless of whether Customer has accepted the System, the Software, the Hardware, or any other product or service delivered by PROVOX. The parties agree that PROVOX has set its prices and entered into this Agreement in reliance upon such limitations and disclaimers, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

3. Terms and Termination. This Agreement shall continue until terminated as provided below, or by mutual written agreement of the parties. Either party shall have the right to terminate this Agreement or any document or Addendum that forms a part hereof if either party as well breaches any term or condition thereof and fails to cure such breach within thirty (30) days after written notice of the same from either party. The insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution, liquidation, or winding up of the business of Customer shall constitute a default hereunder for which no cure period shall be applicable, and such default shall afford PROVOX the remedies of a secured party under the Uniform Commercial Code (UCC) in addition to all other remedies. The General Terms and Conditions of this Composite Signature

Contract No. 10152

Agreement, and all disclaimers of warranty and limitations of liability contained in this Agreement, shall survive any termination.

4. Entire Agreement. This Agreement, including all documents and Addenda that form a part hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings, negotiations, or agreements, written or oral, regarding such subject matter.
5. Governing Law and Disputes. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to or application of choice of law rules or principles. Any litigation arising under this Agreement will be brought in the district courts of Collin County and the parties hereby expressly consent to such jurisdiction.
6. Waiver and Modification. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.
7. Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
8. Assignment. Customer shall not assign its rights or delegate its obligations hereunder without the express written consent of PROVOX, such consent not to be unreasonably withheld. Any attempted assignment in violation of this section shall be void. Subject to the foregoing, this Agreement will benefit and bind the successors and permitted of the parties.
9. No Third Party Beneficiaries; No Agency. Except as expressly provided herein to the contrary, no provision of this Agreement, express or implied, is intended to be or will be construed to confer rights, remedies or other benefits to any third party under or by reason of this Agreement. This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of legal association (other than as expressly set forth herein) between the parties.
10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
11. Uncontrollable Events. PROVOX shall not be liable to Customer for any failure or delay in performance or shipment caused by events beyond PROVOX's reasonable control, including but

Contract No. 10152

not limited to acts of God, strikes, acts or war, governmental action and riots, transportation, and similar causes, and any such failure or delay will not constitute a material breach of this Agreement. In the event of such an event, the time for performance or shipment will be extended for a period equal to the duration of such delay.

12. Interest. PROVOX reserves the right to charge interest at a rate not to exceed the highest rate allowed by law on Customers past due payments.
13. Attorney Fees. If any cause of action resulting from or arising out of the performance of this contract or service provided herein the prevailing party shall be entitled to reasonable attorney's fees.

SALES AGREEMENT

The "Customer" and PROVOX, A Texas Company ("PROVOX") agree to the terms and conditions in this Sales Agreement (the "Sales Agreement"). Customer desires to purchase certain hardware and license certain software from PROVOX, which collectively will be referred to as the "System". Customer may also obtain certain professional services (such as training and installation) in connection with the System.

- I. Supply of Hardware and Software. PROVOX agrees to supply Customer with the hardware (if any) listed in Pricing and Configuration (the "Hardware") at the prices listed therein. PROVOX agrees to license Customer the software listed in Pricing and Configuration (the "Software") at the prices listed herein. The terms of the license pursuant to which Customer is entitled to use the Software are set forth in the Licensing Agreement.
- II. Professional Services. PROVOX agrees to provide Customer with the Professional Services as described in Pricing and Configuration. If application development services are listed in Pricing and Configuration, Customer shall own any specific applications developed by PROVOX for Customer, but PROVOX shall retain ownership of any preexisting software upon which such applications may be based. Customer agrees to reimburse PROVOX for all professional services travel and travel related costs.
- III. Payment. Payment is due as outlined in Pricing and Configuration. Prices do not include, and Customer shall pay reimburse PROVOX for all transportation (shipping) and related handling charges.
- IV. Taxes. Prices do not include, and Customer shall be responsible for, any sales, use or other taxes levied on account of the ownership, sale, license or use of the System or any portion thereof (other than taxes based on the net income of PROVOX).

Contract No. 10152

- V. Shipment/Title/Risk of Loss. All shipments are F.O.B. PROVOX's offices unless otherwise specified in Pricing and Configuration. Title to, and risk of loss of each component of Hardware and Software shall pass to Customer upon delivery by PROVOX to the carrier or delivery services. Any component of the System held or stored for Customer shall be at the Customer risk and expense.
- VI. Delivery. Any shipping and delivery dates quoted to Customer, whether in response to Customer's request or otherwise, are approximate. If conditions arise which prevent compliance with delivery dates, PROVOX shall not be liable for any damages or penalty for delay in delivery or failure to give notice of delay and such delay shall not constitute grounds for cancellation or termination. Any delays encountered with respect to shipping and delivery beyond the reasonable control of PROVOX shall be governed by paragraph 11 of the Terms and Conditions of the Composite Signature Agreement.
- VII. Installation. If system installation services are listed in Pricing and Configuration, then PROVOX agrees to install the System in accordance with the provisions of this paragraph. The provisions of paragraph VI above shall apply to installation dates.

Contract No. 10152

Customer shall provide a suitable installation environment and facilities for the System as prescribed by PROVOX. PROVOX shall furnish labor required for unpacking and installing the components of the System. The System shall be installed in good working order by PROVOX. The installation date shall be the first business day following that on which either (a) the components of the System have been installed in good working order, or (b) the components of the System are delivered and the Customer fails to provide a suitable installation environment.

- VIII. Limited Warranty on Software and Disclaimer of Warranty on Hardware. PROVOX agrees to warrant the Software on the terms and conditions set forth in the Maintenance Concept Agreement. Customer acknowledges that PROVOX is not the manufacturer of the Hardware, and that PROVOX THEREFORE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Hardware may, however, be warranted by its manufacturer(s) and PROVOX agrees to, and does hereby, assign any such manufacturer warranties covering the Hardware to Customer. Provided that Customer has paid all current charges due for the Maintenance Concept services described in the Maintenance Concept Agreement, PROVOX will assist Customer in determining whether any problem encountered with the System is caused by the Hardware rather than the Software and, if so, Customer agrees to pursue any manufacturer's warranty remedies with respect to the Hardware component(s). In addition, PROVOX will, upon the request of Customer, assist Customer in locating a third party service organization that can service the Hardware on Customers behalf.
- IX. Maintenance Concept. Upon expiration of the Warranty Period described in the Licensing Agreement with respect to the Software and payment of the annual fee specified in the Maintenance Concept Agreement, PROVOX shall provide the support services specified in the Maintenance Concept Agreement.
- X. Indemnity. If any designs or specifications for the System are supplied by Customer, Customer agrees to indemnify, hold harmless, and at PROVOX's option, defend PROVOX against any loss, damage or liability (including court costs and reasonable fees, costs and expenses of attorneys and expert witnesses) arising in connection with any claim of patent, trademark, copyright or other proprietary right infringement arising out of the manufacturing, configuration, sale, licensing or use of the System.
- XI. Proprietary Rights. PROVOX warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by PROVOX and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United State patent, copyright, trade secret or other proprietary right of any

Contract No. 10152

Person. PROVOX shall defend and indemnify Customer against any third party claim to the extent attributable to a violation of the foregoing warranty. PROVOX shall have no obligation under this Section unless Customer promptly gives written notice to PROVOX after any applicable infringement claim is initiated against Customer and allows PROVOX to have sole control of the defense or settlement of the claim. The remedies in this Section are the sole remedies for a breach of the warranty contained in this Section.

If any applicable infringement claim is initiated, or in PROVOX's sole opinion is likely to be initiated, then PROVOX shall have the option, at its expense, to:

- Modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or
- Procure for Customer the right to continue using the infringing part of the Software or Documentation; or
- Remove all or the infringing part of the Software or Documentation.



Contract No. 10152

PRICING AND CONFIGURATION

PROVOX Software & Services		QTY	Unit Price	Price
001	PROVOX Agenda.NET - Unlimited Users - Workflow Management - One Time License Fee	1	\$x.00	\$x.00
002	PROVOX Agenda.NET Internet Module	1	\$0.00	\$0.00
003	PROVOX Migration & Replication	1	\$0.00	\$0.00
			Total	\$x.00

First Class Maintenance Concept				Price
100	First-Class Maintenance Agreement annually		\$x.00	\$x.00

PROVOX Professional On-Site Services		QTY	Unit Price	Price
201	PROVOX Services Package • Incl. Installation & Configuration(web-based) • Incl. PowerUser Training (1.5 days web-based) • Incl. Agenda & Meeting Management Training (1 group/web-based /4 hours) • 2 Project Meetings (0.5 day each / web-based) • 1 Workshop (0.5 days / web-based)	days	\$x.00	\$x.00
			Total	\$x.00

PROVOX Professional Off-Site Services		QTY	Unit Price	Price
301	Customizing Package • Word Template Creation – standard templates • Project Plan • Database cleaning after test phase • Internet Layout / Standard Layout	1	included	included
			Total	\$0.00



Contract No. 10152

	Solution Total	
Terms * Software, hardware and discovery costs are due on contract acceptance. * Professional Services are billed monthly as used. * Annual maintenance and balance due at system acceptance	PROVOX Software:	\$x.00
	Maintenance Concept:	\$x.00
	On-Site Services:	\$0.00
	Off-Site Services:	\$x.00
	Subtotal:	\$x.00
	Taxes:	
	System Total:	\$x.00

LICENSING AGREEMENT

This License Agreement applies to the following PROVOX products.

Product Name	Authorized Number of Concurrent Users for this Product
Agenda.NET Agenda and Meeting Management	Unlimited
Agenda.NET Internet Module	Unlimited
Agenda.NET Workflow Management	Unlimited
Migration & Replication	Unlimited

Grant of License. PROVOX, a Texas Company ("PROVOX") grants to the "Customer" identified above a license to load and use the PROVOX software programs listed above (the "Software") on a single server with a single CPU or, if Customer has paid the applicable concurrent use network licensing fees, on a LICENSED COMPUTER NETWORK for up to the AUTHORIZED NUMBER OF CONCURRENT USERS at any given time listed above. A computer network is any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software program. A "LICENSED COMPUTER NETWORK" is a computer network for which Customer has purchased and dedicated at least one PROVOX Municipal license and a PROVOX user license for each of a designated maximum number of concurrent users on the network (the "AUTHORIZED NUMBER OF CONCURRENT USERS").

Copyright. The SOFTWARE is owned by PROVOX and is protected by the United State copyright laws and international treaties. Customer may not distribute, sublicense, disclosure or transfer the SOFTWARE to any third party without the prior written consent of PROVOX. Except as permitted above in connection with concurrent use of the SOFTWARE on a LICENSED COMPUTER NETWORK, Customer may not copy the SOFTWARE in whole or in part, except that Customer may:

1. make one copy of the SOFTWARE solely for backup or archival purposes; and
2. Transfer the SOFTWARE to a single hard disk drive provided Customer keeps the original copy solely for backup or archival purposes.

Customer may not copy the written materials accompanying the SOFTWARE.

Contract No. 10152

Other Restrictions. Customer may not rent, lease or otherwise transfer or assign the SOFTWARE to any individual or organization. Customer acknowledges that the SOFTWARE constitutes and contains trade secrets and confidential information of PROVOX. In order to protect such trade secrets and confidential information, Customer agrees not to reverse engineer, decompile, or disassemble the SOFTWARE or permit anyone else to do so.

Limited Warranty and Remedies. PROVOX warrants for a period of ninety (90) days from the date of delivery that, under normal use and without unauthorized modification, the SOFTWARE will perform substantially in accordance with the specifications published in the written material accompanying the SOFTWARE; and that, under normal use, the magnetic media upon which the SOFTWARE is recorded will be free of defects in materials and workmanship.

If during the ninety (90) day warranty period a demonstrable error in the SOFTWARE should appear that cause it not to perform substantially in accordance with the specifications published in the written material accompanying the SOFTWARE (an "ERROR"), PROVOX shall exert commercially reasonable efforts to provide Customer with a correction as soon as reasonably possible. If PROVOX cannot correct such ERROR after reasonable efforts, then the Customer shall be entitled to a full refund of the applicable license fee. If during the ninety (90) day warranty period a defect in materials or workmanship appears in the magnetic media containing the SOFTWARE, then PROVOX will repair or replace it at no cost to Customer. The foregoing shall constitute Customers sole and exclusive remedy for a breach of the limited warranty set forth in this Section.

PROVOX shall have no obligations or responsibilities of any kind with respect to problems caused in the use or functioning of the SOFTWARE by any hardware or software not supplied by PROVOX, or by any modification of the SOFTWARE by any person or entity other than PROVOX. If services hereunder are rendered for any commercial time and materials rates for such services.

As set forth in Section 1 of the General Terms and Conditions of this Agreement, PROVOX disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE and the accompanying written materials, and disclaims any liability of any type for any lost profits, lost data, or any form of special, incidental, indirect, consequential or punitive damages of any kind.

U.S. Government Restricted Rights. The Software and documentation are provided with RESTRICTED RIGHTS.

RESTRICTED RIGHTS LEGEND



Contract No. 10152

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (I) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Manufacturer PROVOX, A Texas Company, 8951 Synergy Drive, McKinney, TX 75070.

MAINTENANCE CONCEPT AGREEMENT**1. Initial Term and Renewals**

The initial term of this Maintenance Concept Agreement shall be 60 months commencing on xxxxxx, and shall be automatically renewable year to year from the commence date by the Customer under the terms and conditions set forth herein, unless Customer provides 30 days written notice of its intent not to renew.

2. Maintenance Concept Fee

The Customer shall pay to PROVOX, A Texas Company an initial Maintenance Concept Fee of \$xxxxx for each year. The aforesaid amount shall be due in full annually before the yearly commencement date of this agreement and no obligation of PROVOX shall vest until said amount is paid. Each year the contract is renewed, the Maintenance Concept Fee shall be due in full in advance of the renewal date.

PROVOX will guarantee the above annual maintenance fee (\$xxxxx) for the next five (5) years (xxxxxx). After these five (5) years, both partners will review the population of the xxxxxx and calculate the new maintenance fee. This fee will be based on the actual population in xxxxx and will not be increased over 20% from the above maintenance fee.

3. Software Services

PROVOX, a Texas Company shall on a timely basis and without additional charges or fee, provide the Customer with all version updates, bug fixes, and other modifications of SOFTWARE licensed by the Customer which are released during the term of this Agreement and with respect to which Customer has paid the applicable Maintenance Concept Fee. In addition, PROVOX, A Texas Company shall extend the limited warranty remedies set forth in the Licensing Agreement with respect to such SOFTWARE throughout the term(s) of the Maintenance Concept Agreement.

Customer agrees to promptly install all updates, bug fixes and other modifications supplied hereunder to maintain the SOFTWARE in the most current revision level. Customer may request assistance from PROVOX, with respect to any such installation, upon which services will be rendered by PROVOX at its then standard commercial time and materials rates for such services. PROVOX shall also provide customer with the software necessary for remote maintenance and diagnostics service.

4. Support Services

During the term of this Maintenance Concept Agreement, Customer shall also be entitled to telephone, fax, mail, Internet, and/or web site (<http://www.provox-systems.com>) support regarding the installation, use, and operation of such SOFTWARE, to include:

Contract No. 10152

- Free telephone support between 8:00 a.m. and 6:00 p.m. CST, from the support organization at 972-547-0504
- After hours emergency incident reporting between 1:00 a.m. and 8:00 a.m. and 6:00 p.m. and 9:00 p.m. CST, charged on a per incident call basis
- Four-hours guaranteed response time
- Call logging system
- Escalation procedure
- Web site access, FTP site, and e-mail
- Remote site support, diagnostics, and maintenance service

Technical support will not cover problems relating to applications, development, consultancy, computer hardware, operating systems, and printers. PROVOX reserves the right to limit the number of authorized callers.

5. Customer Obligations

During the term of this Maintenance Concept Agreement, Customer shall also be entitled to telephone, fax, mail, Internet, and/or web site (<http://www.provox-systems.com>) support regarding the installation, use, and operation of such SOFTWARE, to include>

- Customer must be operating with approved PROVOX and network software configurations.
- Customer must have a CD-ROM drive for the installation and update of PROVOX products.
- Customer must ensure the products supported under this Agreement are used only on the specific computer hardware for which the product have been licensed and approved by PROVOX.
- Customer must maintain and operate the products supported under this Agreement in a proper and prudent manner in accordance with such advice and instructions as PROVOX may issue from time to time, and allow its use only by competent and authorized personnel.
- Customer must maintain a PROVOX trained Agenda Management Administrator.
- Customer must ensure that the systems are regularly backed up and provide proof of a recovery plan.
- Customer must grant PROVOX web access to their Agenda Management System and network for maintenance purposes.
- Customer must make available to PROVOX without charges, any information, materials, or facilities to enable PROVOX to discharge its obligations under this contract, provided always that PROVOX shall hold as confidential any such information provided by the Customer.

Contract No. 10152

6. Incorporation of License Agreement

The term, conditions, limitations, disclaimers, and restrictions contained in the PROVOX Licensing Agreement with respect to the SOFTWARE are hereby incorporated into this Maintenance Concept Agreement by this reference.

7. This Agreement Covers the Following Products

- Agenda.NET – Agenda and Meeting Management – unlimited users
- Agenda.NET – Internet Module – unlimited users
- Agenda.NET – Workflow Management – unlimited users
- PROVOX Migration & Replication Tool – unlimited users

8. Liability

Under no circumstances will PROVOX be liable to the Customer or third parties for loss of profit or direct or indirect loss or damage whether special or consequential or otherwise and however arising including, but not limited to, loss of profit or loss or damage arising from the services provided by PROVOX.

9. Uncontrollable Events

Neither party to this Agreement shall be liable for the failure to perform or for the delay in performing, its obligations under this Agreement if such failure or delay is due to Acts of God, war, riot, civil commotion, weather, labor disputes, and failure of sub-contractors or any other cause beyond the reasonable control of the party concerned.

10. Non-Assignment

The Customer is not permitted to assign the benefits and obligations of this Agreement to a third party unless the prior written consent to PROVOX has been obtained.

11. Notices

Any notices to be given by either party under the terms of this Agreement shall be given by mail or facsimile transmission at the address for such party.

12. Revisions and Modifications

This Agreement may be revised to include additional product services as agreed by the Customer and PROVOX. This Agreement cannot, however, be modified by any representation, promise, or course of dealing not contained or referenced in this Agreement.

Contract No. 10152

13. Termination

Either party may terminate this Agreement upon written notice in either of the following events:

- Either party commit a breach of any of the terms and conditions of this Agreement and in circumstances where such breach is capable of rectification has failed to rectify such breach within thirty (30) days of receiving written notice it to do so.
- Either party becomes insolvent or goes into liquidation, other than for the purpose of reconstruction or amalgamation, or has a receiver of its assets appointed.

14. Law

This Agreement shall be construed and operated in accordance with the laws of the State of Texas without regard to choice of law rules or principles. The parties hereby agree that any litigation arising under this Agreement will be brought in the courts of xxx County, Texas and the parties hereby expressly consent to such jurisdiction and venue.

March 7, 2023

City of Pekin
111 S Capitol Street
Pekin IL
61554

Attention: David Hess

Dear David,

eScribe Software is pleased to present our response to your RFP for Agenda and Meetings Management System.

eScribe Software believes that its "Commercial, Off The Shelf" (COTS), Cloud Based, Meeting Management service is a good match with the requirements as stated in the RFP. With over 450 Clients in North America, we believe our solution is well suited to your needs and that eScribe is more than capable of providing a smooth implementation for City of Pekin.

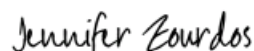
eScribe Software assures The City of Pekin that we are free of any conflict of interest and have understood the requirements outlined in the RFP including insurance requirements.

Our proposal will remain valid for 120 Days. Should eScribe become a short listed vendor for the City, we can discuss the list of our current clients. eScribe is a privately held company and that information cannot be disclosed in a formal RFP.

Through submission of this proposal, unless otherwise noted, and subject to negotiation of a final subscription agreement we agree to all of the terms and conditions of the Request for Proposal.

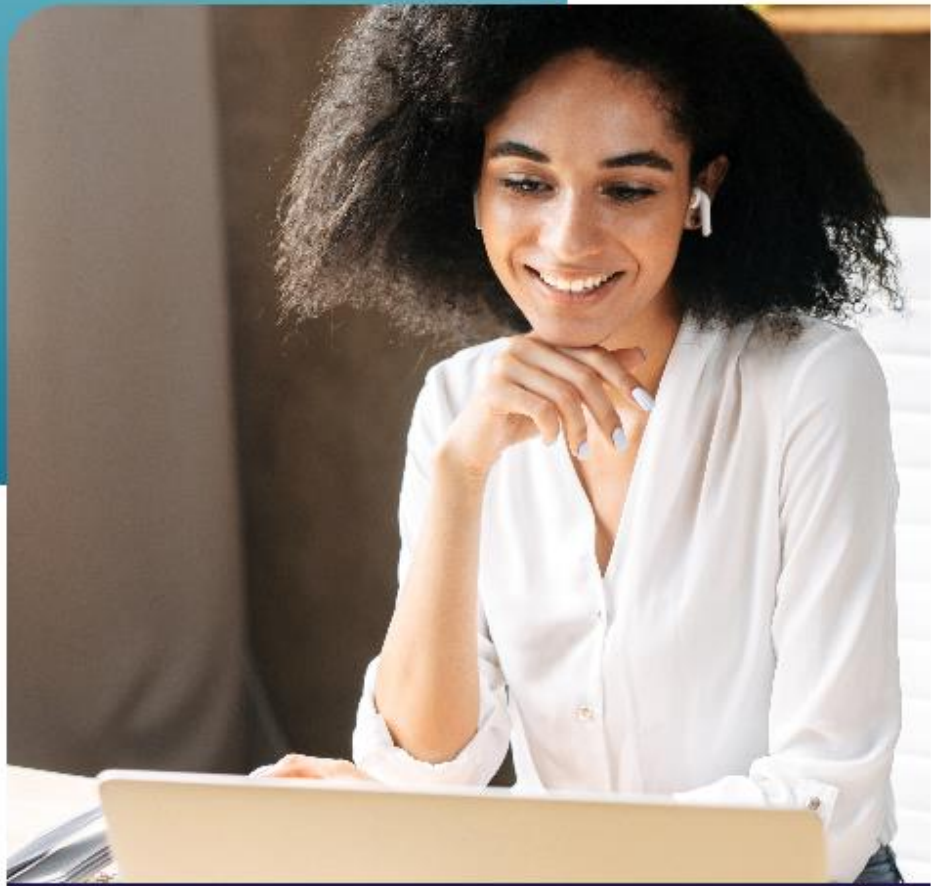
We look forward to the opportunity to work with you on this exciting project.

Sincerely,



Jennifer Zourdos (jzourdos@onboardmeetings.com)
Director, Sales
eScribe Software and Onboard

Attachment: ESCRIBE PROPOSAL (3520 : Receive and File Agenda and Meetings Management Software RFP Proposals)



City of Pekin – Request for Proposal Agenda and Meeting Management System

Sandy Mann

smann@eScribemeetings.com

647-680-0663

Date: March 7, 2023

Valid Until: July 7, 2023



Table of Contents

Table of Contents	i
Executive Summary	1
Introducing eScribe	3
Who we are	3
What we do	3
Approach to Meeting Management	3
Approach to Technology/Security	4
Approach to Technology Partnerships	4
City of Pekin Requirements	5
Required eScribe Modules	13
Meeting Manager:	13
Report Centre:	15
Participant Access	17
Report Manager:	20
Workflows	22
Internet Publishing:	23
Webcasting Plus:	25
Additional eScribe Webcasting Plus Technical Information	29
Vote Manager/Request to Speak:	30
Board Manager Plus:	34
Public Comments:	35
Public Speaker/Delegation Requests:	35
Implementation and Training	38
Project Management	38
Configuration	38
Timelines	39
Team	43

Training/eScribe Academy	48
Available Courses	48
Unlimited Group Format	49
Unlimited Coaching Sessions	49
Dedicated Go Live Support	49
Monthly How-To Webinars	50
Customer Community Portal (CCP)	50
Detailed Pricing.....	53
RFP Response Contact Details	56
Appendix A – Azure Infrastructure	I
Appendix B – Sample Subscription Agreement	II
Appendix C – Sample Migration Scope Document	III
Appendix D – Policy Documents.....	VI
Appendix D (i) – Access to Customer Data Policy	VI
Appendix D (ii) – Incident Response Plan	VII
Appendix D (iii) – Business Continuity & Disaster Recovery Plan	VIII

Executive Summary

Founded and based in Markham, Ontario, eScribe is a leading provider of cloud-based meeting management solutions that enables its customers to focus on higher-value projects that better serve their stakeholders. Owned by OnBoard, a board management solutions company based in Indianapolis, Indiana, eScribe is the go-to-choice for public sector councils, committees and boards across North America.

eScribe supports the entire meeting lifecycle with comprehensive tools and workflows to improve efficiency, transparency and engagement. For organizations that run hybrid or remote meetings, eScribe seamlessly integrates both virtual and physical meeting environments into a single, unified experience.

Historically, paperless meeting software has focused on secure distribution and access to the agenda packet in an electronic format (typically PDF). A good first step, but far short of automating the entire lifecycle of traditional council and committee meeting hierarchical structures.

eScribe's comprehensive suite of user configurable and collaborative meeting management modules allows organizations to improve the efficiency and effectiveness of participants and staff; before, during and after meetings. With secure online access via responsive browser or dedicated tablet applications, each user has the ability to access information, and securely participate real-time in the meeting process. Thus, everyone has access to the same information, electronically distributed, and can actively engage in debate and electronic voting on items in line with Roberts Rule of Order. Beyond meeting day, eScribe provides automation efficiencies for staff and a centralized location for organizations of any size to distribute meeting information to internal and external stakeholders through the web, indexed to video and supporting documents as available.

Our response addresses each of the requirements as laid out in the request for information, including:

- Digitally create and manage public meetings for staff, elected officials and public
- Improve staff efficiency with automated workflow and approval processes
- Reduce late items and changes to agenda items after they have been published

- Provide an option for Webstreaming of meetings and help produce compliant documents
- Efficiently create and distribute paperless agendas to meeting attendees
- The potential to Vote and request to speak electronically during meetings

The requested functionality aligns with eScribe's Transparency Plus Bundle which includes the following modules and functionality:

- **Meeting Manager** – Streamlines and automates meeting preparation and post meeting activities, and conducting meetings
- **Participant Portal** – Secure access for board and elected officials
- **Internet Publishing Plus** – Easily engage stakeholders through their existing website, without programming and fully supports evolving accessibility requirements
- **Report Manager** – Revolves around the preparation and approval of reports and items for submission to meetings
- **Webcasting Plus** – Livestream and record, with automatic timestamping, indexed to agendas and minutes

This “bundled” approach allows for an efficient implementation and onboarding of staff, accelerating benefits and return on investment.

There are no additional subscription fees for the number of meetings conducted, meeting types supported or file storage during the term. Regular software improvements are included and applied automatically in off hours. eScribe provides both live answer and email support, with online trouble ticket tracking and content repository available through our Customer Community Portal outlined in our response. Additionally, eScribe provides extended support, and escalations as required to maintain service level commitments.

eScribe will make itself available for any follow-up activities to support this RFP process. Should you have any specific questions about this document please feel free to contact Sandy Mann at 647-680-0663 or smann@eScribemeetings.com.

Introducing eScribe

Who we are

eScribe was founded in 2003 and, since 2008, has been singularly focused on providing comprehensive, simple, and effective meeting management software to municipalities and other types of boards/committees across North America. In that time, we have become the leading provider of such solutions for Canadian municipalities and are steadily growing our presence in the US as well. With over 300 customers live with our intuitive suite of solutions, eScribe is confident in our ability to meet the City's requirements and to elevate the conducting and management of meetings, accessibility, and citizen engagement.

What we do

eScribe offers a comprehensive suite of user-friendly, configurable, and collaborative modules which allow organizations to increase efficiency and effectiveness for both staff and participants – before, during, and after the meeting. Secure online access via browsers and tablet applications provides each user access to information and allows them to participate in the meeting process in real time. This way, everyone is on the same page and can access the same information, digitally distributed, and can actively engage in debate and electronic voting on items in line with Roberts Rule of Order. Extending beyond meeting day, eScribe provides automation efficiencies for staff as well as a centralized location for organizations of any size to distribute meeting information to internal and external stakeholders through the web, indexed to video and supporting documents.

Approach to Meeting Management

Our time-tested and proven approach to meeting management is based on automation, modernization, accessibility, and user-friendliness. With high-quality training and stellar customer service, eScribe seeks to simplify the meeting management life cycle at all stages, for all participants. Accessible by browsers or tablet and smartphone applications, our modules support virtual, hybrid, and in-person

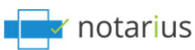
meetings in ways that automate the production of agendas, minutes, streamline voting processes, and support streaming.

Approach to Technology/Security

eScribe is a cloud-based meeting management software that eliminates the need for paper and print-materials by moving all the requirements of meeting management onto a secure, cloud-based storage system, accessible to participants in a variety of formats. Built on the Microsoft Azure cloud platform, detailed in Appendix A, our solutions offer advanced security access and data protection services and guarantees.

Approach to Technology Partnerships

eScribe has established strategic partnerships with leading solution providers who share our vision, and complement one another to deliver additional benefits before, during, and after meetings.

Data Centre	Digital Signatures	Accessibility	
			
Change Management	Audio Visual		Associations
			
Documents & Records Management			
			

City of Pekin Requirements

	City of Pekin Requirements	eScribe's Response
	Agenda Management	
a.	Create agendas with customizable templates that include the City of Pekin logo that are standardized and consistent. Users should have full access to make changes or create new templates, post implementation, without requiring assistance of a vendor.	eScribe allows full template management. This is a standard function within eScribe.
b.	Option to print and view full agenda as one PDF and Word document or print item by item	eScribe provides you with the option to view and print the full agenda as a PDF as well as individual items
c.	Compatible to publish agendas and minutes on the City of Pekin website with links and bookmarks of supporting documents (PDF)	Standard Functionality. eScribe links and bookmarks all supporting documents to each agenda item are available when published.
d.	Email notification option for Councilmembers, staff and/or media	Standard Functionality
e.	Secure access to confidential meetings	Standard Functionality. Only those that have access to confidential information in the system will be able to view.
f.	Classify agenda items between public and private items	Standard Functionality. Administrators have the option of marking agenda items "closed" for privacy.
g.	Ability to tag documents as confidential to be viewed only by City Council/Staff and kept Confidential from the public	Documents can be marked as confidential and only to be viewed by City Council/Staff with access
h.	Allow users to upload supporting documentation in a variety of file formats while creating agenda items. Attachments should automatically be converted to PDF by the system prior to being published to the public	Standard Functionality. eScribe supports all native file formats and will convert all attachments into PDF prior to publishing to your website.
i.	Automatically renumber agenda items when editing	Standard Functionality. eScribe will automatically renumber agenda items

		as you add, remove or move agenda items around.
j.	Auto spell check	Standard Functionality
k.	Easily track progress of every agenda item in the routing process	Standard Functionality with eScribe Workflows
l.	Ability to move or duplicate an agenda items from one meeting to another	Standard Functionality. eScribe allows you to duplicate an agenda item and/or report from one meeting to another, as many times as you need. Items can also be deferred or referred.
m.	Ability for specific users to lock a version to prevent further edits	Standard Functionality. Users with specific permissions can lock a version from further edits. Setup can also have a document automatically become read only after approved.
n.	City Clerk is the centralized administrator	You can set different permission levels for each user within eScribe. Ideally, the City Clerk is the centralized administrator.
o.	In-Route editing of documents by departments	Standard Functionality. You can select which documents you would allow for editing in-route
p.	Supports multiple file formats including Word, Pdf, Excel, GIS, JPG, etc.	Standard Functionality. File formats would open up in their native applications.
q.	E-mail notifications to staff – deadline notifications – return for edit/correction – final approval	Standard Functionality. eScribe provides several email notifications to support deadline management, approvals, edits.
r.	Advanced access for Councilmembers with secure login	eScribe provides all Councilmembers with a secure login to the eScribe app (supports web browsers, iOS, and Windows 10). Providing upcoming agendas, access all related reports and supporting information, record personal comments, follow-up notes and tasks, access online resources and search previous meetings.

Attachment: ESCRIBE PROPOSAL (3520 : Receive and File Agenda and Meetings Management Software RFP Proposals)

s.	Allow administrators to set deadlines with the power to enforce or adjust as needed	Standard Functionality. Deadlines can be set for meetings as well as approvals. As you build reports, you can manage the deadline for approvals/edits as you see fit. Agendas, Reports, Minutes that have surpassed the deadline could require a late exception, as per your discretion.
t.	Delayed public notification/publishing	The City would choose when to publish any meeting information
u.	Audit trail	eScribe provides an Audit trail for Reports/Agenda Items. A version history is provided to track who made changes, when they were made and revert back to an older version if needed
Minute Management		
a.	Prepare minutes, including but not limited to recording motions, declaring conflicts, and making notes	Standard Functionality. eScribe supports the recording of motions, minutes, declaring conflicts and making additional notes all within our platform.
b.	Synchronize recorded meetings with timestamps within minutes	eScribe provides video-tagging services that will automatically create timestamps within your minutes during the live meeting.
c.	Automatic Vote Result Display	Fully Supported with eScribe's Vote Manager Module
d.	Customizable minute templates	Fully Supported
e.	Multiple user login per open minute session	Standard Functionality. More than one user can login per open minute session within eScribe.
f.	Automatically populates agenda content for minutes taking	Standard Functionality. Minute templates can be prepopulated on the Agenda to save even more time during the minute taking process.
g.	Update of Finalized Resolutions, Ordinances with Vote Tallies	Standard Functionality. All information captured during the meeting would be displayed in the minutes
h.	Audit trail	Audit trail is available on Report/Agenda items with version history.

Live Meeting Management		
a.	Electronic Boardroom	Standard Functionality. eScribe provides the ability to record, stream, manage a live agenda and record/display vote results while a meeting is in progress.
b.	Integrated electronic voting capability allowing the ability to vote from any device	eScribe's Vote Manager module allows meeting participants to electronically vote on resolutions in real-time through their web browser or on eScribe's Meetings Pro app available on an iPad or Windows 10 device.
c.	Move from agenda creation to minutes to record roll calls, discussions, motions, votes and speakers	Standard Functionality. eScribe supports being able to create an agenda, take minutes, capture roll calls, discussions, motions, votes and speakers in one platform.
d.	Create speaker timers	eScribe offers an optional module, Request to Speak, which allows speakers to not only request to speak but populates a timer that showcases how much time they have left. Administrators can also manage the speaker queue.
e.	Provide in-chamber displays	Standard Functionality. eScribe has a public display screen to show the agenda item and vote results.
f.	Ability to Queue items for Councilmembers	Councilmembers can use the "Follow Along" button in the eScribe Meetings Pro app to stay on track of where within the agenda the meeting currently is.
g.	Ability to record first and second motions	Standard Functionality.
h.	Ability to call up speakers	eScribe has the ability to build speaker queues to call up speakers. This list can also be publically displayed on a display screen so speakers know when their turn is coming up.
i.	Meeting title and date on screen during live stream	Currently in development

j.	Integrated in-chamber display would show the current agenda item, speaker, and vote result	Standard Functionality.
k.	Agenda items automatically fed	Standard Functionality. When conducting your meeting live, eScribe will automatically follow the order of your agenda as you click through each agenda item. Any item can be cast to a public display screen at any time.
l.	Supports joining meetings or watching livestream/recorded meetings with any device	Anyone that wishes to watch the meeting can go directly to the City's website and view the live stream. Supported on any device.
m.	Ability to add a motion during a live meeting	Fully Supported
Workflow and Approvals		
a.	Automated Department Workflow for items based on the type of item being created with the ability to override or modify workflows on the fly as needed	Standard Functionality
b.	Ability to redirect workflows to a proxy when they are away from the office or ability to grant overrides for substitute approvers	eScribe allows users to delegate/assign a secondary approver while they are out of office.
c.	Ability to create tasks/notes	Standard Functionality
d.	Ability to view real time workflow progress	Standard Functionality
e.	Robust and flexible workflow to submit, track, modify, approve and monitor the progress of agenda items. Should include notifications to approvers as the items pass through the workflow	Standard Functionality. eScribe can track all modifications and approvals during a workflow. Approvers will be sent email notifications when it is their time to approve. Authors will receive notifications when their item has been approved.
f.	At-a-glance status indicators which show agenda administrators the progress of agenda items passing through workflow. Users should not have to click into each	Administrators can see a list of all items and their status in the workflow. For more granular details, an item would need to be clicked to see things like comments etc..

	individual item to find the status of the item.	
g.	Ability for City Clerk to skip users in the workflow	Standard Functionality. eScribe provides the City Clerk (administrator) will full overriding permissions.
h.	Agenda can be edited at any point in the workflow	Standard Functionality
i.	Audit trail	eScribe provides a version history for reports showing who made changes, when changes were made and can revert back to an older version if necessary.
Technical Requirements		
a.	Ability to Handle 20 Commissions/Boards +	Standard Functionality. eScribe also provides an optional module strictly to manage your boards/vacancies/terms.
b.	Unlimited video hosting including but not limited to livestreaming, production of video minutes and the archive of files	Fully Supported.
c.	Ability to Stream Live Meetings to Multiple Social Media Platforms	Standard Functionality
d.	Video hosting compatible with online meeting software (i.e. GoToMeeting, YouTube, Facebook)	Standard Functionality
e.	Playback audio & video files without requiring specialized software	Standard Functionality
f.	Cloud based platform	Standard Functionality
g.	Transfer of historical video, agendas, minutes and packets	eScribe can provide a migration of historical data such as videos and agendas/minutes (pdf/html) for an additional cost. An estimated cost has been provided in the pricing section.
h.	Unlimited Data Storage and unlimited Data backup	eScribe provides unlimited storage for video and unlimited backup. Meeting artifacts such as agendas and minutes, are calculated at the end of the term by how many GBs are used and additional charges may apply then. This is outlined

		in our sample subscription agreement in the Appendix Section.
i.	Municipal website Calendar and Search	Standard Functionality
j.	Continual Training and Support	eScribe provides a learning academy that administrators can take training at their own pace. eScribe also provides group sessions that staff can sign up for. eScribe's support is included in the annual support and maintenance fee.
k.	Public and Private Portal	Public portal would be the City's website. Private portal would be eScribe's platform.
l.	Ability to publish Notices and Public Hearings	Additional documentation such as notices or public hearings can be published with the meeting information
m.	Prefer Online Codification Integration	Currently do not have any codification integration.
n.	Prefer LaserFiche Integration	eScribe has a Laserfiche integration API to allow the City to publish and extract information to and from Laserfiche.
o.	Ability for City Clerk to control user logins and role-based permissions across groups of users or individual users. Permissions should be variable by meeting type	eScribe has role based permissions that the City Clerk can control. Permissions can be managed by meeting types.
p.	Support for multiple meeting types	Standard Functionality
q.	Document tracking/history beginning to end in real time	eScribe provides a version history for documents/reports in real time. eScribe is also a Microsoft Partner and the City can utilize Track Changes within Microsoft Word if looking for a more granular Audit Trail.
r.	Live streaming with optional closed captioning services per ADA Standards (please describe your service offering)	eScribe has an Optional Live Closed Captioning Module to provide captions per ADA standards. Closed Captioning is done through artificial intelligence (IBM Watson) and is unlimited for all meetings using the encoder.

s.	On demand videos	Fully Supported
t.	Archive of Past Meetings with Agenda, Packets and Video	Fully Supported and can also include historical migrated data.
u.	Full Search Capability of Current and Archived Items, Incorporation of tags, metadata, or other methods to improve search results for internal and external users	eScribe has search functionality built in for both internal and external users with filtering functionality and keyword search.
v.	99% or better Uptime for durability	eScribe hosts with Microsoft Azure. Please refer to Azure Infrastructure notes in the appendix Section.
w.	3GB or better bandwidth availability for streaming meetings	
x.	Multi-site redundant full Cloud Hosting	Fully Support with Microsoft Azure
y.	Option to host or integrate a stream	Provides HTML5 Bandwidth
z.	Web Browser based searchable agenda and minutes database with possible iframe support	Standard Functionality. eScribe utilizes iFrames to integrate into the City's website.

Required eScribe Modules

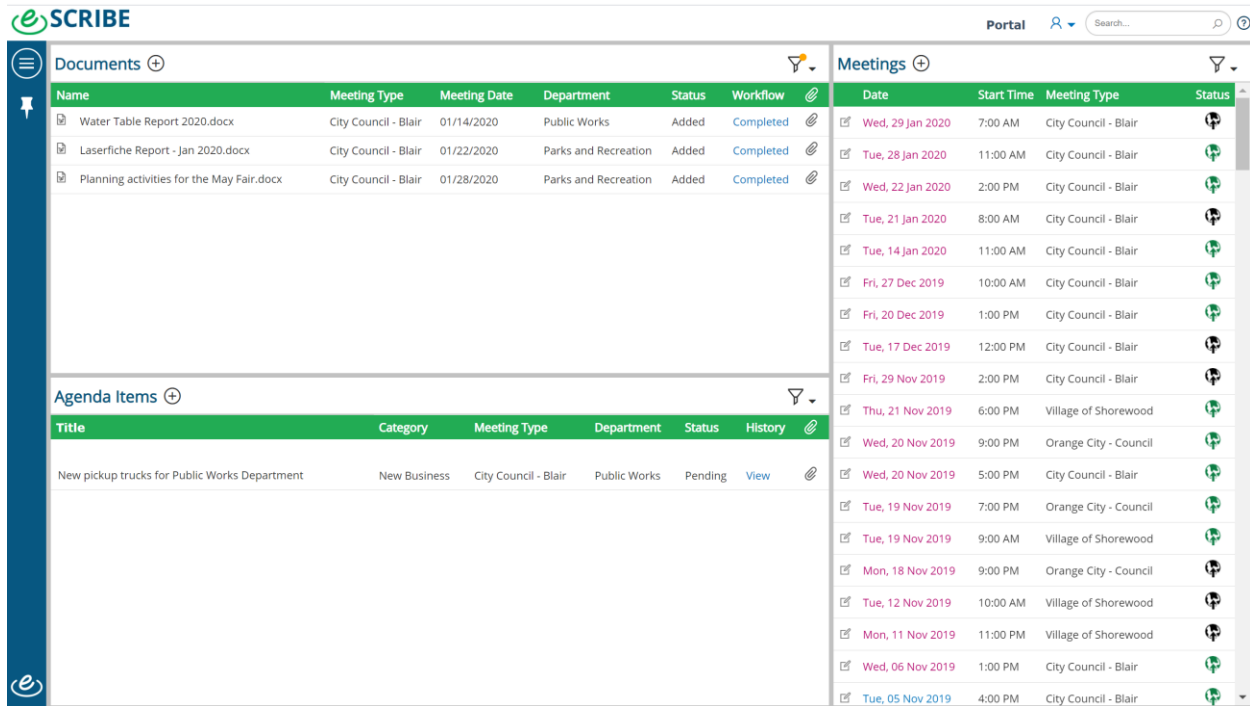
In reading the City's RFP, eScribe recommends our **Transparency Bundle** which includes the following modules:

- **Meeting Manager** – Streamlines and automates the entire meeting lifecycle – preparation, conducting, and post-meeting activities.
- **Participant Access** – Secure access for staff and elected officials
- **Internet Publishing** – Easily engage stakeholders through their existing website, without programming, and fully support evolving accessibility requirements
- **Report Manager** – Prepare and approve reports and agenda items for submission to meeting agendas
- **Webcasting Plus** – Livestream and record, with automatic timestamping, indexed to agendas and minutes

Below is a further breakdown of these modules and the functionalities they provide.

Meeting Manager:

Module Function: eScribe's design integrates seamlessly with your organization's environment, built around centralized meeting portals. Our flexible architecture allows for any number of portal sites to be linked together, simplifying the distribution of agenda items throughout your organization.



The screenshot displays the eScribe Meeting Manager interface. It features a sidebar with a menu icon and a search bar. The main content area is divided into two sections: 'Documents' and 'Meetings'.

Documents Section:

Name	Meeting Type	Meeting Date	Department	Status	Workflow
Water Table Report 2020.docx	City Council - Blair	01/14/2020	Public Works	Added	Completed
Laserfiche Report - Jan 2020.docx	City Council - Blair	01/22/2020	Parks and Recreation	Added	Completed
Planning activities for the May Fair.docx	City Council - Blair	01/28/2020	Parks and Recreation	Added	Completed

Agenda Items Section:

Title	Category	Meeting Type	Department	Status	History
New pickup trucks for Public Works Department	New Business	City Council - Blair	Public Works	Pending	View

Meetings Section:

Date	Start Time	Meeting Type	Status
Wed, 29 Jan 2020	7:00 AM	City Council - Blair	
Tue, 28 Jan 2020	11:00 AM	City Council - Blair	
Wed, 22 Jan 2020	2:00 PM	City Council - Blair	
Tue, 21 Jan 2020	8:00 AM	City Council - Blair	
Tue, 14 Jan 2020	11:00 AM	City Council - Blair	
Fri, 27 Dec 2019	10:00 AM	City Council - Blair	
Fri, 20 Dec 2019	1:00 PM	City Council - Blair	
Tue, 17 Dec 2019	12:00 PM	City Council - Blair	
Fri, 29 Nov 2019	2:00 PM	City Council - Blair	
Thu, 21 Nov 2019	6:00 PM	Village of Shorewood	
Wed, 20 Nov 2019	9:00 PM	Orange City - Council	
Wed, 20 Nov 2019	5:00 PM	City Council - Blair	
Tue, 19 Nov 2019	7:00 PM	Orange City - Council	
Tue, 19 Nov 2019	9:00 AM	Village of Shorewood	
Mon, 18 Nov 2019	9:00 PM	Orange City - Council	
Tue, 12 Nov 2019	10:00 AM	Village of Shorewood	
Mon, 11 Nov 2019	11:00 PM	Village of Shorewood	
Wed, 06 Nov 2019	1:00 PM	City Council - Blair	
Tue, 05 Nov 2019	4:00 PM	City Council - Blair	

Meeting Manager is the foundation module for eScribe and facilitates the building of agendas, minutes, action lists, and provides an end-to-end approach for a meeting cycle. Users are able to streamline the creation of all meeting documents with the ability to electronically refer/defer items from meeting to meeting.

Key Features:

- Robust end to end meeting and legislative management
- Create and manage unlimited meeting templates and users
- Online, Cloud-Based Delivery, built on Microsoft Azure Technology
- Manage end-to-end legislative process on items (approval stages, readings, etc.)
- Full legislative meeting support (Roll call, voting, quorum management, resolutions, pecuniary interest, additions/deletions, etc.)
- Flexible video streaming and archival options
- Seamless and accessible publishing of meetings documents
- Tracking and reporting of post meeting actions
- Reporting of statistics and past meeting information
- Workflows for approving finalized agendas

As the core module of eScribe, Meeting Manager is responsible for a number of

key tasks within the product suite:

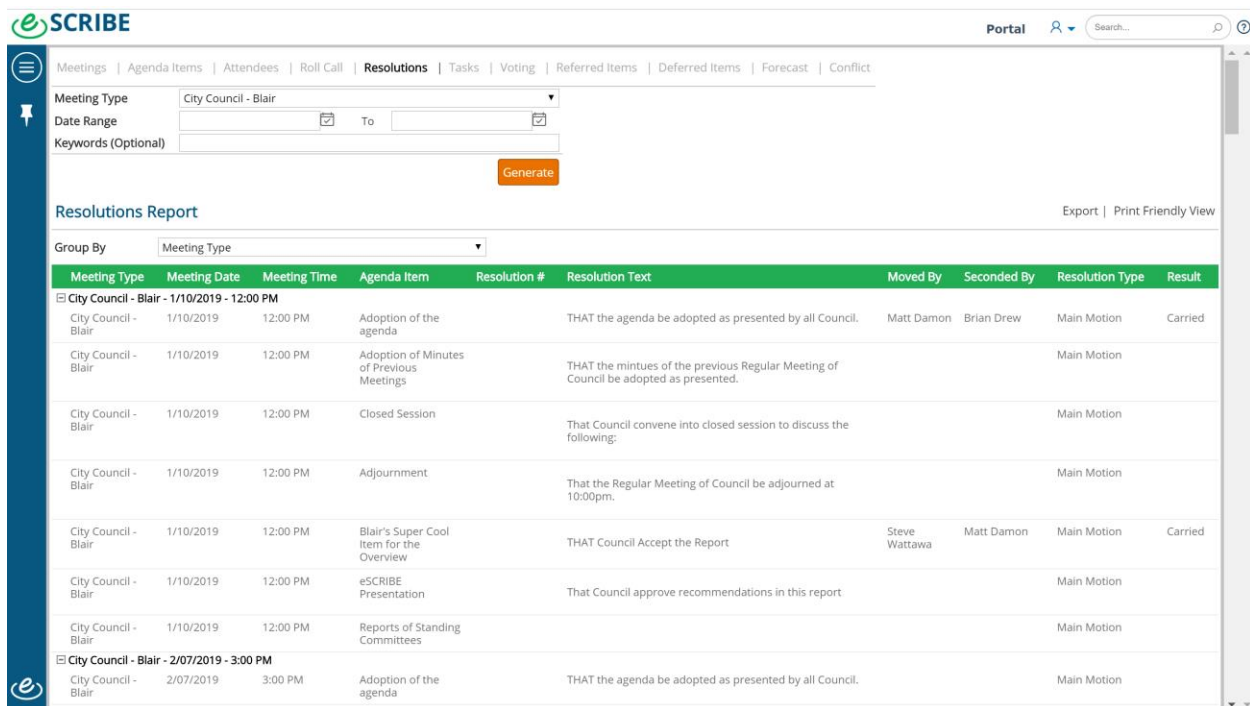
- Authentication and Access Control
 - Single Sign-on (ADFS or Azure-AD)
 - User IDs and permissions
 - eScribe User Roles
 - Departments
- Agenda and Attendee Profile Management
 - Agenda Settings and Templates
 - Minute Settings and Templates
 - Meeting Rules
 - Voting Rules
- Pre-meeting activities
 - Meeting creation
 - Agenda creation
 - Draft minute creation
- Conduct meeting activities
 - Roll call/Quorum Management
 - Procedural support for meeting process
 - Minutes creation
 - Motion management/Voting
- Post-meeting activities
 - Minutes updates
 - Post-meeting minutes creation and publishing
- Task and Action Management
 - Creation and assignment of tasks
 - Conversion of motions to tasks
 - Task reminders

Report Centre

eScribe Report Centre, while part of Meeting Management, provides detailed

business analytics into eScribe Meetings and associated activities.

- Pre-formatted reports provide information on
 - Meetings
 - Agenda Items
 - Attendance (Roll Call)
 - Resolutions
 - Tasks
 - Voting
 - Referred and Deferred items
 - Forecast reporting
 - Conflicts of Interest
- Export of information to Excel and printing of reports



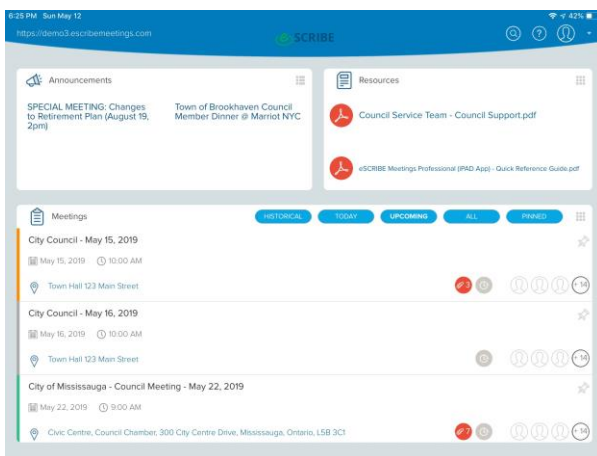
The screenshot shows the eScribe web application interface. At the top, there's a navigation bar with the eScribe logo and a 'Portal' link. Below this is a breadcrumb trail: Meetings | Agenda Items | Attendees | Roll Call | **Resolutions** | Tasks | Voting | Referred Items | Deferred Items | Forecast | Conflict. The main content area is titled 'Resolutions Report' and includes a 'Generate' button. Below the button, there's a table with columns: Meeting Type, Meeting Date, Meeting Time, Agenda Item, Resolution #, Resolution Text, Moved By, Seconded By, Resolution Type, and Result. The table displays data for two meetings: 'City Council - Blair' on 1/10/2019 at 12:00 PM and 'City Council - Blair' on 2/07/2019 at 3:00 PM. The first meeting has several agenda items, including 'Adoption of the agenda', 'Adoption of Minutes of Previous Meetings', 'Closed Session', 'Adjournment', 'Blair's Super Cool Item for the Overview', 'eSCRIBE Presentation', and 'Reports of Standing Committees'. The second meeting has one agenda item: 'Adoption of the agenda'.

Meeting Type	Meeting Date	Meeting Time	Agenda Item	Resolution #	Resolution Text	Moved By	Seconded By	Resolution Type	Result
City Council - Blair - 1/10/2019 - 12:00 PM									
City Council - Blair	1/10/2019	12:00 PM	Adoption of the agenda		THAT the agenda be adopted as presented by all Council.	Matt Damon	Brian Drew	Main Motion	Carried
City Council - Blair	1/10/2019	12:00 PM	Adoption of Minutes of Previous Meetings		THAT the minutes of the previous Regular Meeting of Council be adopted as presented.			Main Motion	
City Council - Blair	1/10/2019	12:00 PM	Closed Session		That Council convene into closed session to discuss the following:			Main Motion	
City Council - Blair	1/10/2019	12:00 PM	Adjournment		That the Regular Meeting of Council be adjourned at 10:00pm.			Main Motion	
City Council - Blair	1/10/2019	12:00 PM	Blair's Super Cool Item for the Overview		THAT Council Accept the Report	Steve Wattawa	Matt Damon	Main Motion	Carried
City Council - Blair	1/10/2019	12:00 PM	eSCRIBE Presentation		That Council approve recommendations in this report.			Main Motion	
City Council - Blair	1/10/2019	12:00 PM	Reports of Standing Committees					Main Motion	
City Council - Blair - 2/07/2019 - 3:00 PM									
City Council - Blair	2/07/2019	3:00 PM	Adoption of the agenda		THAT the agenda be adopted as presented by all Council.			Main Motion	

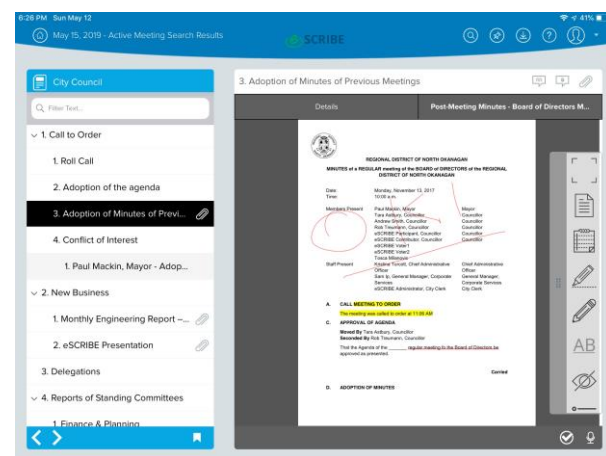
Participant Access

Module Function: eScribe provides secure access for each meeting participant through a personalized online Participant Portal. From this entry point, each meeting participant can browse upcoming meeting agendas, easily access all related reports and supporting information, record personal comments and follow-up notes, as well as search through previous reports and agenda items using eScribe's enhanced search capabilities. The Participant Portal is available in three formats: *web portal*, which is accessed through any web browser; *eScribe for the iPad* (Standard or Professional), which is a dedicated IOS application available by download through the Apple App Store; and the *eScribe Windows 10 App*, available through the Microsoft Store.

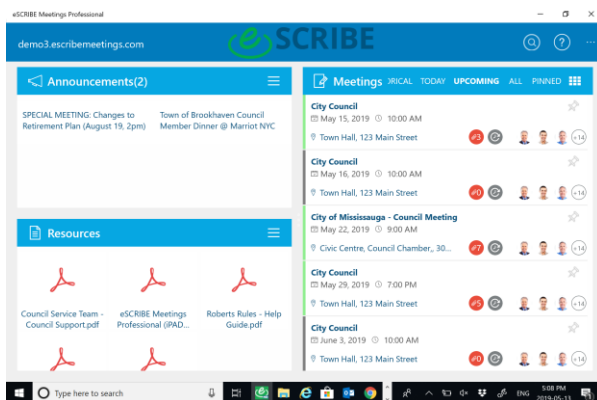
iPad Professional Home Screen



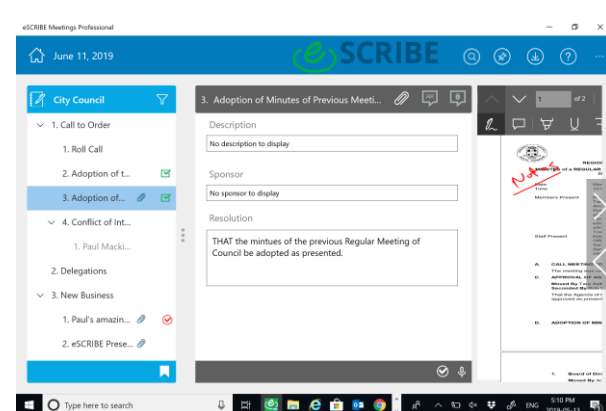
iPad Professional Meeting View



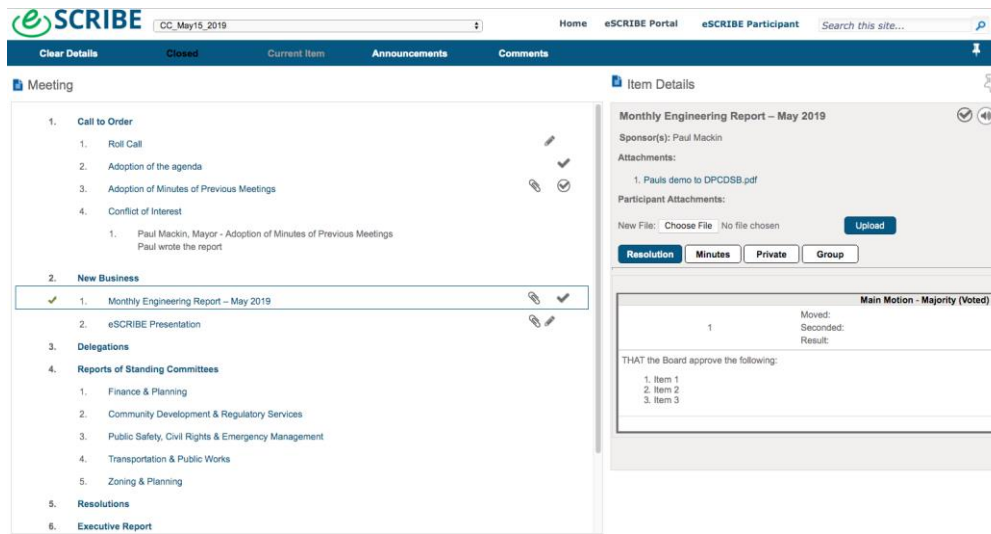
Windows 10 Professional Home Screen



Windows 10 Professional Meeting View



Web Browser Access



Key Features

- Any meeting, from anywhere, with any device
- View upcoming agendas and support materials in advance
- Leave group, private, and Chairperson comments
- Download meeting materials and work offline
- Secure access to confidential meetings
- Search historical meeting agendas/minutes
- Request to speak
- Electronic voting (*with Vote Manager module*)

Participant Access Functionality Matrix

Feature	Web Portal	iPad Standard	iPad Pro / Windows 10
Easy to use touch screen interface		✓	✓
Access to multiple meeting sites by meeting type and date	✓	✓	✓
Real-time access to agenda item details, resolutions and attachments live during the meeting	✓	✓	✓
Agenda "Follow Me" – automatic meeting progress tracking			✓
View agenda packages, addendums, reports and	✓	✓	✓

even minute documents as they are published by Administrators			
Access to combined packages and individual attachments	✓	✓	✓
Secure communications between designated Chairperson and meeting Administrators for follow-up and instructions	✓	✓	✓
Full Active Directory integration, plus enhanced security options	✓	✓	✓
Email/calendar integration		✓	✓
Meeting announcements	✓	✓	✓
Global announcements	✓	✓	✓
Integrated Collaboration - Group Comments - Group Chat Feature - Private Chairperson Instructions	✓	✓	✓
Private Participant Notes and Comments	✓	✓	✓
Enhanced participant annotation capabilities allow for direct annotating on PDF Reports and Agenda Packages, including: - Bolding, Underlining and Highlighting Text - Imbedded Voice and Video Notes - Freehand Text - Enhanced Search and Bookmark Navigation "Jump-to" Current Item Feature			✓
Real-time Participant Voting (with eScribe Vote Manager)	✓		✓
Request-to-Speak Management	✓		✓
Online/Offline Meeting Management, with restricted options and remote data wipe - Full featured offline support for primary functions - Data synchronization options	-		✓
Attendee pictures		✓	✓
Access to attendee details, including: Contact information (Location / Phone /		✓	✓

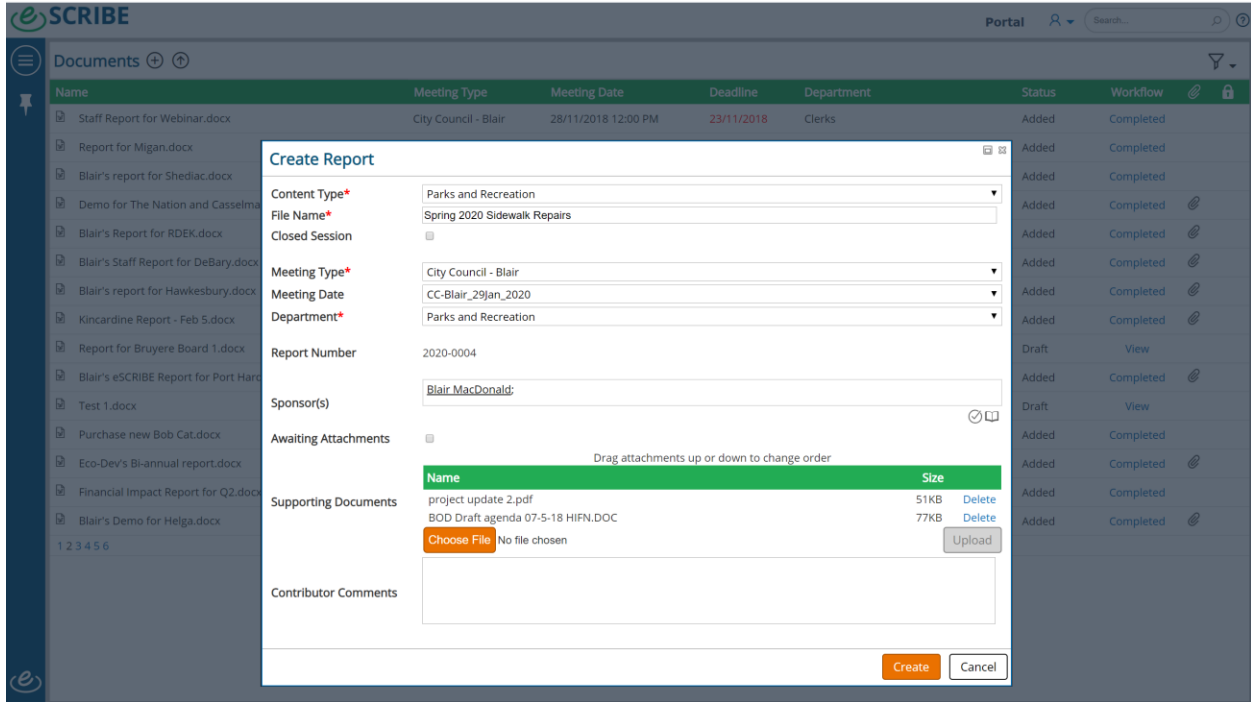
email)	
• Meeting Attendance Status	
Online Meeting Attendee Directories	✓
Group membership details	✓
Online Resource Library for Policy and Procedure Manuals and other Published Documents including enhanced Search function	✓
Conflict of Interest Self-Declaration	✓

Report Manager:

Module Function:

The Report Manager add-on module provides robust management of all pre-meeting workflow activities including the preparation and approval of reports and submissions. This module also benefits administrators as it integrates seamlessly with the agenda and minutes, automatically pulling information from the report into the meeting documents.

Leveraging the power of Microsoft Word (Office 2010 to O365 are all supported), administrators can create custom eScribe Word report templates that are used by staff to create their meeting reports and harness the powerful version control, change management, electronic approvals, and flow of information into the agendas and minutes.



Name	Meeting Type	Meeting Date	Deadline	Department	Status	Workflow
Staff Report for Webinar.docx	City Council - Blair	28/11/2018 12:00 PM	23/11/2018	Clerks	Added	Completed
Report for Migan.docx					Added	Completed
Blair's report for Shediack.docx					Added	Completed
Demo for The Nation and Casselman.docx					Added	Completed
Blair's Report for RDEK.docx					Added	Completed
Blair's Staff Report for DeBary.docx					Added	Completed
Blair's report for Hawkesbury.docx					Added	Completed
Kincardine Report - Feb 5.docx					Added	Completed
Report for Bruyere Board 1.docx					Draft	View
Blair's eSCRIBE Report for Port Har...					Added	Completed
Test 1.docx					Draft	View
Purchase new Bob Cat.docx					Added	Completed
Eco-Dev's Bi-annual report.docx					Added	Completed
Financial Impact Report for Q2.docx					Added	Completed
Blair's Demo for Helga.docx					Added	Completed

Key Features

- Unlimited MS Word report templates
- Ability to add supporting documents in multiple formats (Word, Excel, PowerPoint, Graphics, Audio, Video)
- Access to Laserfiche records management for access to documents to be included in new submitted reports
- Built-in document management and version control with MS Word track changes
- "Check In/Check Out" capability to prevent simultaneous edits with document update notifications
- Unlimited approval workflows which can be customized and tuned for department needs, document types, and report contents
- Fully managed permissions (public and private/in-camera)
- Supports Administrative Assistant notifications and approver delegates
- Automated population of report information into agenda & minutes documents – meeting types, titles, descriptions, recommendations/resolutions

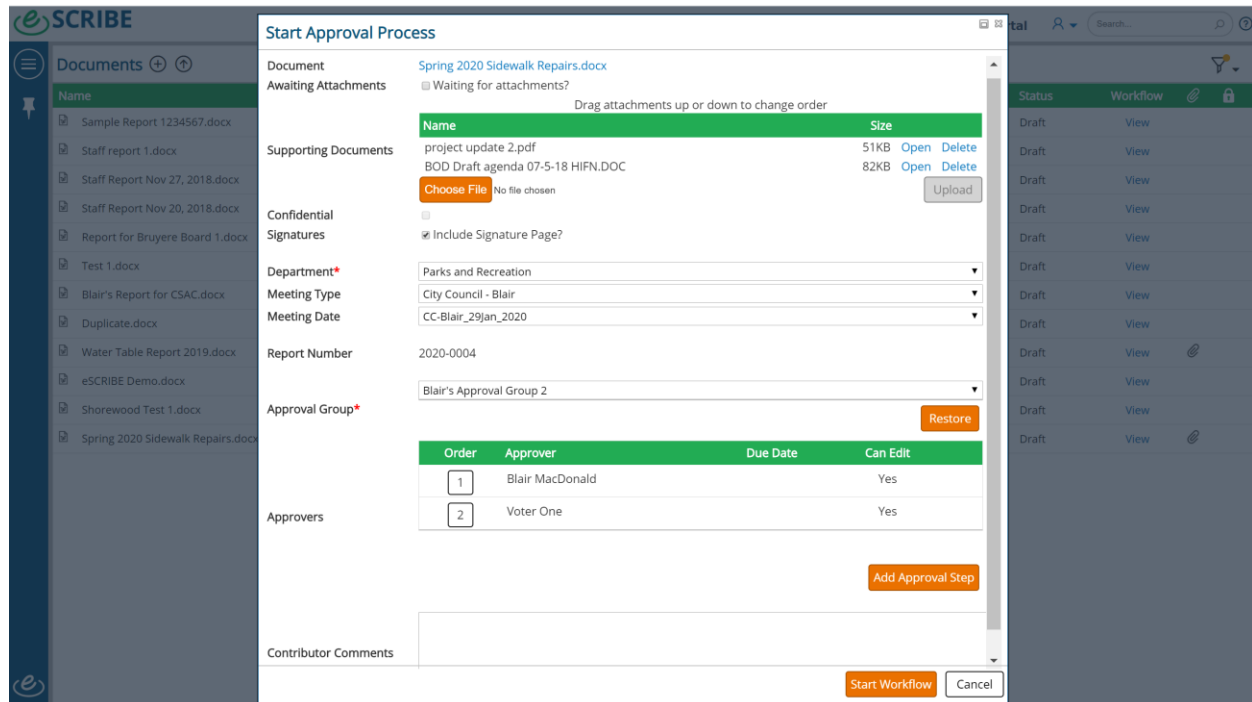
and other details may be automatically extracted

- Full document approval histories
- Electronic signature page report integration

Workflows

eScribe provides a robust Workflow management system which allows for:

- Serial approval steps by individuals and/or meetings
- Using meetings as approval steps for legislative management (readings)
- Configurable permissions including confidential/closed session documents management
- Departmental, global, or individual approval workflows
- Ad hoc approvers
- Absent approver delegate assignment
- Approver time limits
- Audit trail on approval steps
- Electronic signatures on approvals (standard feature, with optional digital signature integration through Notarius)



Start Approval Process

Document: [Spring 2020 Sidewalk Repairs.docx](#)

Awaiting Attachments: ☐ Waiting for attachments? Drag attachments up or down to change order

Name	Size	Open	Delete
project update 2.pdf	51KB	Open	Delete
BOD Draft agenda 07-5-18 HIFN.DOC	82KB	Open	Delete

[Choose File](#) No file chosen [Upload](#)

Confidential Signatures: ☐ Include Signature Page?

Department*: [Parks and Recreation](#)

Meeting Type: [City Council - Blair](#)

Meeting Date: [CC-Blair_29Jan_2020](#)

Report Number: 2020-0004

Approval Group*: [Blair's Approval Group 2](#) [Restore](#)

Order	Approver	Due Date	Can Edit
1	Blair MacDonald		Yes
2	Voter One		Yes

[Add Approval Step](#)

Contributor Comments:

[Start Workflow](#) [Cancel](#)

Internet Publishing:

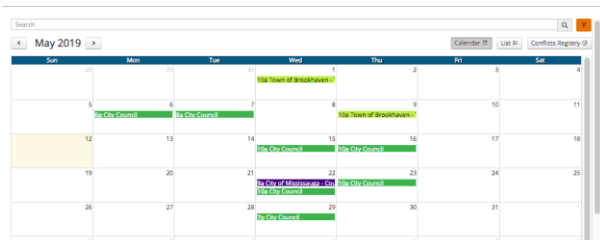
Module Function:

When it comes to citizen engagement, eScribe Publishing + Citizen Engagement makes it easy. Leverage social media, submit delegations electronically, solicit feedback on key agenda items, allow citizens to register questions in advance, or even sign up to receive automated alerts on topics of interest as they move through the meeting process, all through your website.

eScribe's Internet Publishing+ supports the publication of meeting agenda and minute details to your public website either in PDF or HTML format with links to individual supporting attachments.

Calendar View

Agendas and Minutes



List View

Agendas and Minutes

Meeting Date	Meeting Type	Meeting Location	Meeting Time	Meeting Title	Meeting Description	Meeting Attachments
Wednesday, May 29, 2019	City Council	Town Hall	5:00 PM	City Council	Delegation Request	Agenda (PDF) Agenda (HTML) Minutes (PDF) Minutes (HTML) Video
Thursday, May 23, 2019	City Council	Town Hall	10:00 AM	City Council	Delegation Request	Agenda (PDF) Agenda (HTML) Minutes (PDF) Minutes (HTML) Video
Wednesday, May 22, 2019	City Council	Town Hall	10:00 AM	City Council	Delegation Request	Agenda (PDF) Agenda (HTML) Minutes (PDF) Minutes (HTML) Video
Wednesday, May 22, 2019	City of Mississauga - Council Meeting	City of Mississauga - Civic Centre, Council Chamber	10:00 AM	City of Mississauga - Council Meeting	Delegation Request	Agenda Cover Page (PDF) Agenda (PDF) Agenda (HTML) Minutes (PDF) Minutes (HTML)

External Search

Agendas and Minutes

Water

Showing 1 to 1 of 1 entries

Agenda Package - CC May 07 2019.pdf

water quality and quantity data pertaining to the Elliot Lake water treatment plant drinking water licence.

<https://publishing.escribemeetings.com/fieldstream.ssf?DocumentId=1955>

Previous 1 Next

Filter By Date: 05/01/2019 - 05/31/2019

Filter By Meeting Type: Agenda Package - CC May 07 2019.pdf

Filter Results

Conflict of Interest Registry

Agendas and Minutes

Conflict Member	Meeting Type	Meeting Date	Meeting Title	Meeting Description
Martin, Paul	City Council	Tuesday, May 07, 2019	3.1 Item 1	
Participant, eScribe	City Council	Monday, May 06, 2019	3.2 Proposal for contract #2	
Participant, eScribe	City Council	Tuesday, May 07, 2019	3.2 Item 2	
Participant, eScribe	City of Mississauga - Council Meeting	Wednesday, May 22, 2019	10.1.1 Contract Renewal for H&P, Inc. (Chambers, Aerial Lifts, and Engine House Transportation Ltd. Interactive Voice Response to Health Systems), 2019-CNG-0013	
Phagoo, Chris	City of Mississauga - Council Meeting	Wednesday, May 22, 2019	10.2 Sign By-law 0024-2002, as amended (Proposed Amendments for Real Estate Related Signs, 2019-CNG-0012)	
Treumann, Rob	City Council	Monday, May 06, 2019	3.1 Proposal for new contract #1	

With the addition of eScribe's Webcasting+ module, meetings will be automatically indexed with the live or archived video broadcast of the meeting, providing increased transparency.

Key Features

- Supports ADA Compliant HTML and/or PDF publishing
- Seamlessly integrates with existing website
- Publishes directly to Laserfiche with the eScribe Laserfiche connector
- Fully responsive design to accommodate multiple device formats
- Provides for simple publishing and download of large agenda packages
- One click publishing of agendas and minutes
- Social Media Integration
 - Facebook
 - Twitter
 - LinkedIn
 - Calendar
- Optional RSS feeds
- Engage citizens, allowing them to ask questions on agenda items
- Flexible layout options, including list and calendar views
- Support for automated delegation request and approval
- Sign up to receive automated alerts on topics or meetings of interest

8. Reports by Regional Representatives

- (1) Deputy Mayor and Regional Councillor Vegh advised that the Ontario Government has announced a Regional review which includes Newmarket as a lower tier municipality within York Region.
- (2) Mayor Taylor advised that York Regional Council is currently reviewing a draft Strategic Plan for the next four years.
- (3) Mayor Taylor advised that a report regarding electric buses for use in Newmarket was passed at York Regional Council.
- (4) Mayor Taylor advised that a memorandum was provided at York Regional Council regarding the Mulock GO Station. It stated that work for all new GO Stations has been paused as Metrolinx reviews the feasibility of all of their projects.

9. Reports of Committees and Staff

9.1 Council Workshop Meeting Minutes of January 14, 2019

Moved by: Councillor Simon

Seconded by: Councillor Twinney

1. That the Council Workshop meeting minutes of January 14, 2019 be received.

In Mayor Taylor, Deputy Mayor & Regional Councillor Vegh, Councillor Twinney,
Favour Councillor Kwapis, Councillor Broome, Councillor Bisanz, Councillor Morrison,
(9) Councillor Simon, and Councillor Woodhouse

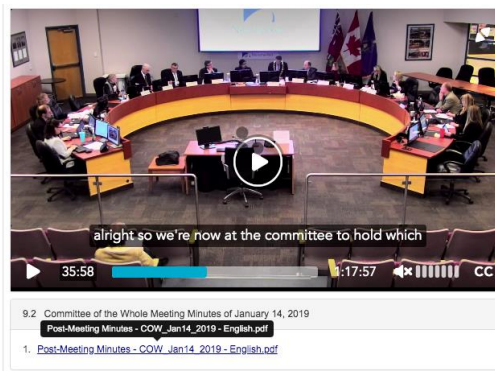
Carried (9 to 0)

9.2 Committee of the Whole Meeting Minutes of January 14, 2019

Moved by: Councillor Broome

Seconded by: Councillor Woodhouse

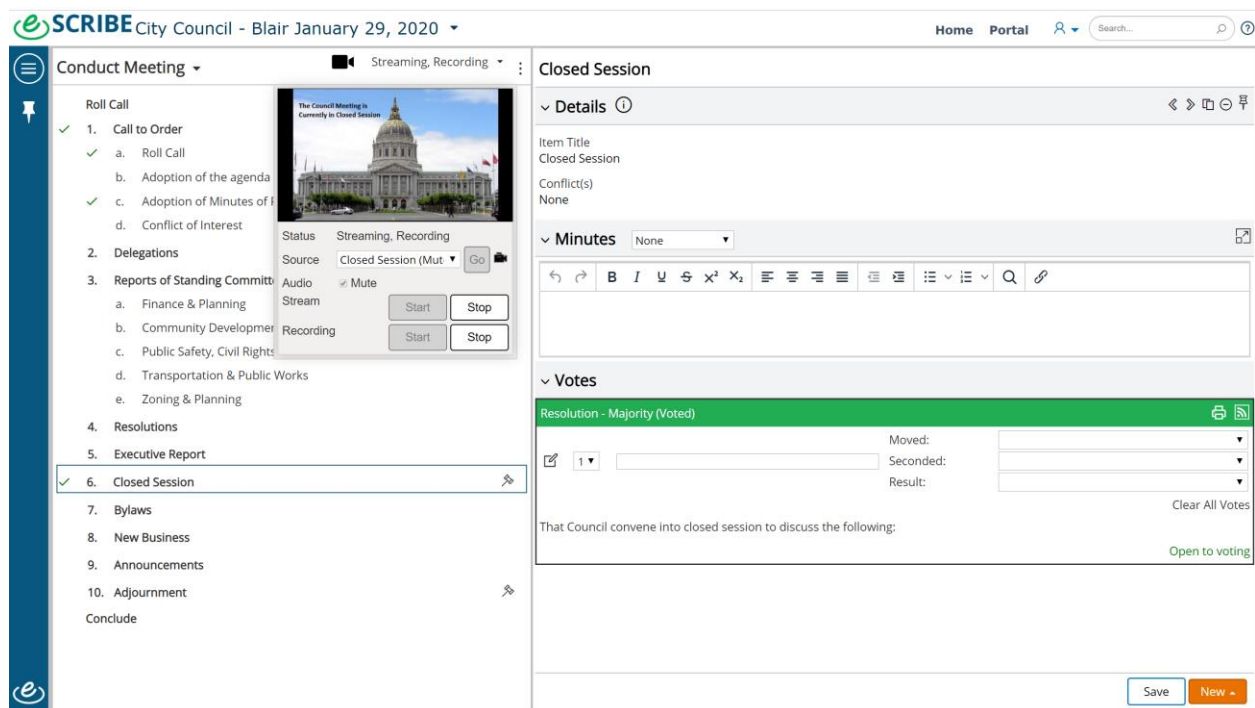
1. That sub-item 9.2.1, 9.2.2, 9.2.4, 9.2.5, and 9.2.7 to 9.2.11 be approved. See following sub-items 9.2.3, 9.2.6 and 9.2.12 for motions



- Seamlessly integrates with Webcasting+, for publishing of video/audio linked files
- eScribe also provides optional automatic, live, Closed Captioning which is fully integrated with the video stream. This is available as an additional cost.

Webcasting Plus:

eScribe is the exclusive partner of ISI Live in the Municipal and Secondary Education verticals. eScribe fully integrates the ISI encoder at an Application Program Interface Level. eScribe's support staff are fully trained in maintaining and managing ISI encoder issues during a meeting and offer expedited 7x24 access to video support staff if required.



Module Function:

To provide our customers with a comprehensive solution, Webcasting Plus handles the implementation of everything you need from the encoder and storage solution. With a fully managed Webstreaming service, or with optional YouTube integration, Webcasting Plus improves transparency with features such as automatic video

tagging, optional closed captioning, and a fully responsive design page for your existing website.

eScribe's comprehensive Video Streaming Solution further assists administrators in automating the indexing, editing, and internet publishing of audio/video, along with your agenda and minutes, for public access. Additional capabilities can be implemented in a number of progressive phases over several budget periods.

eScribe is very flexible with its support of video streaming and indexing solutions. Webcasting Plus allows administrators to integrate webcast video with hyper-tags and incorporate these streams into your online meeting content.

More and more meeting rooms are being wired with audio and video systems that capture the complete proceedings for live and on-demand viewing 24/7. eScribe makes it easy for the integration of this content with the appropriate agenda, so that it can be indexed to the specific agenda item, minutes and resolutions, for future recall and review, with nothing more than a browser and internet connection.

Key Features

- Provide a live stream and archival service for video feeds, which can be bookmarked to the minutes documents when published
- API level integration between eScribe and the ISI encoder, allowing for control over the feed, splash screens, microphone muting, webcasting, and recording
- The ability (hardware/software) to easily capture and stream live from the meeting room
- Archived material is hosted by eScribe and available on your website
- Unlimited number of viewers for live and archived material
- Access to metrics of your live and archived viewership (#of viewers, etc.)
- Video feed can be provided by any video capture source, even that provided by cable company
- Optional automated **Closed Captioning** provided by an Artificial Intelligence Agent (IBM Watson) which provides live, in-stream, closed captioning, post meeting captioned files and automatic meeting transcription

- eScribe's Video Streaming service detects the type of device being used to view the video, and automatically loads a suitable player
- Allows for smart (hyper) tags of video to agenda items and minutes
- Provides a simple front-end for public access to video tied to meeting minutes
- Improves the transparency of meeting information, using a video stream of the meeting, complete with easy-to-use tags, so users can jump to a particular segment of the meeting that they are interested in

Quality Assurance and Monitoring

eScribe provides monitoring for the application during live events and can schedule additional staff as necessary for extended shifts. A customizable web-app enables our team of technicians to provide quality assurance monitoring of all live streams.

Our QA web-app facilitates monitoring of multiple feeds (slide presentations, video codecs and bandwidth rates) on a single screen and provides a method for tracking the status of each live feed in real-time. Any user can click to update the status of a live feed, identifying problems or marking a feed as "good".

Status information can be displayed instantly on the screens of all the users, including QA/monitoring technicians. Both eScribe QA staff, as well as your IT personnel will have access to the QA web-app, to ensure complete transparency and improved quality assurance.

eScribe recommends that one of your staff is available via instant messaging service as well as by phone, to ensure the lines of communication are open throughout any testing and live events.

Security

All eScribe infrastructure and services are built with security in mind. We host our services exclusively on a Linux-based platform and apply security updates as soon as they are released. Our datacenter facilities house our servers and are protected by Anti-DDOS systems, where threats are instantly detected and automatically mitigated.

Webcasting is a dynamic, evolving service and our systems and infrastructure keep pace by undergoing constant updates. Security by design and in operation are integral in this continuous process.

Editing and Indexing

Indexes can easily be applied and edited directly through the web interface. When combined with eScribe Meeting Manager (sold separately) tags are automatically inserted into the appropriate agenda/minute items when published on the website.

Web Integration

eScribe has two approaches to integration of the Webstream into your website. As a standalone webcasting solution, the player may be incorporated directly into a destination website using standard iFrames. When combined with eScribe's Meeting Management solution, agendas/minutes and support documents, including indexed video, are available to citizens through a single view on your website.

Reporting

You will have access to viewership statistics at any time, via your dedicated portal, where your username and password will provide real-time statistics as well as the archives of recorded meetings.

eScribe Webcasting reporting metrics include:

- Total number of hits (live and/or archived)
- Total number of unique hits (live and/or archived)
- Number of concurrent users at any given time
- Peak concurrent users
- Average concurrent users
- Reporting by IP address
- Amount of data transfer

In addition to eScribe's reporting platform, we can also incorporate Google Analytics, at no additional charge.

While eScribe is proud of its world class cloud infrastructure, we recommend that additional audio and video redundancy be built into your overall AV setup by a qualified third-party consultant. If you don't have one, we would be happy to recommend one of our authorized Integration Partners to assist you.

Additional eScribe Webcasting Plus Technical Information

Capacity for Live Concurrent Broadcasts	500
Capacity for Live Concurrent Viewers	500,000
Number of live and VoD events streamed over period of 1 year	1000+
Average streaming length per event, live and VoD	6 hours +
Technology Supported	Flash, H264, YouTube Live, Windows Media, Real Media, QuickTime, MPEG 4 (Part 2, Part 10), MPEG 1,2 MP3 – all progressive download formats, MP3, Audio only streaming
Resolution	Any up to 1080i (Full High Definition)
Encoding Speeds	Any up to 5.5 Megabytes per second
Delay	3- 10 seconds avg
Video Output	Codec: H.264 Data rate: 300Kb/s to 50Mb/s Resolution: 320x240 to 720x480
Audio Output	Codec: AAC

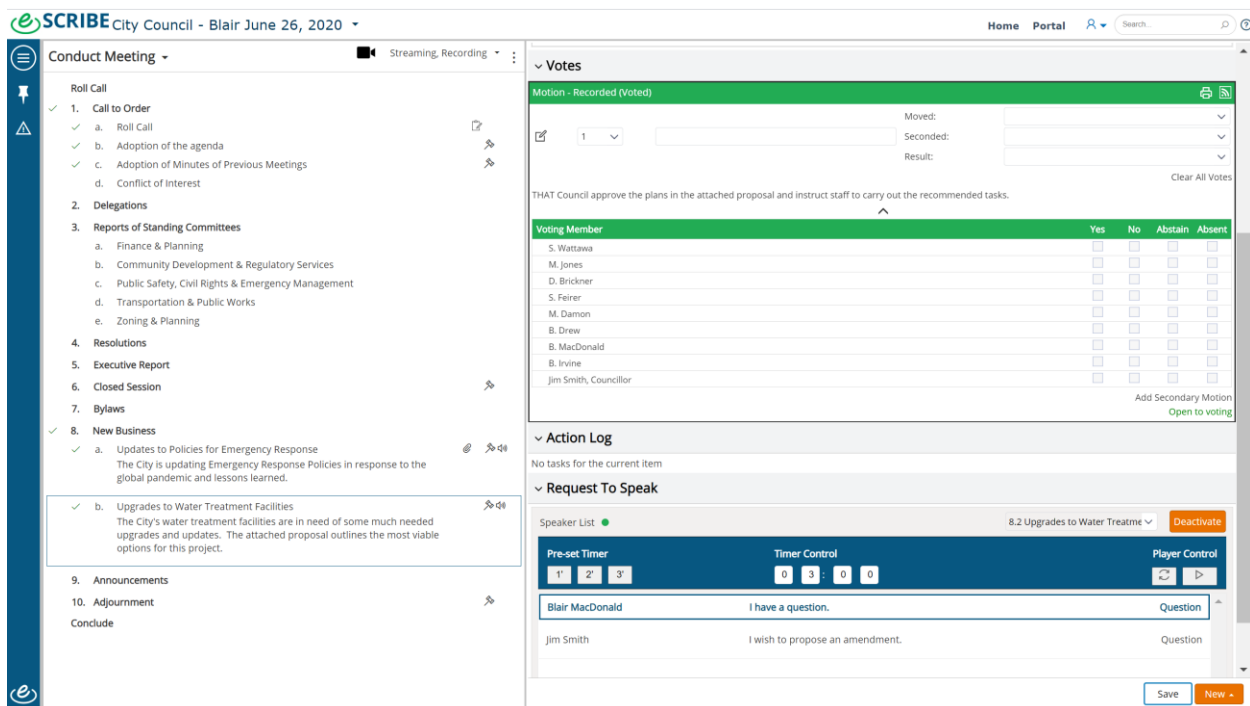
Data rate: 32Kb/s to 2Mb/s

Sample rate: 32Khz to 48Khz

mono/stereo

Vote Manager/Request to Speak:

This module is specifically designed to manage debate and voting during a meeting. Directly supports discussion and voting results in chambers, remote meetings and eases the management of hybrid meetings.



The screenshot displays the eScribe City Council interface for a meeting on June 26, 2020. The interface is divided into several sections:

- Conduct Meeting:** A sidebar menu on the left listing various meeting items, including Roll Call, Delegations, Reports of Standing Committees, Resolutions, Executive Report, Closed Session, Bylaws, New Business, Announcements, and Adjournment. The 'New Business' section is currently selected, showing a list of items with checkboxes and a 'Conclude' button.
- Votes:** A section on the right titled 'Motion - Recorded (Voted)' showing a table for recording votes. The table has columns for 'Voting Member', 'Yes', 'No', 'Abstain', and 'Absent'. The members listed are S. Wattawa, M. Jones, D. Brickner, S. Feirer, M. Damon, B. Drew, B. MacDonald, B. Irvine, and Jim Smith, Councillor. Below the table, there is an 'Action Log' section with a 'Request To Speak' button.
- Request To Speak:** A section at the bottom right showing a 'Speaker List' with a 'Pre-set Timer' and a 'Timer Control' section. The timer is set to 0:30. Below the timer, there is a 'Request To Speak' section with a 'Request To Speak' button and a 'Request To Speak' button.

Attachment: ESCRIBE PROPOSAL (3520 : Receive and File Agenda and Meetings Management Software RFP Proposals)

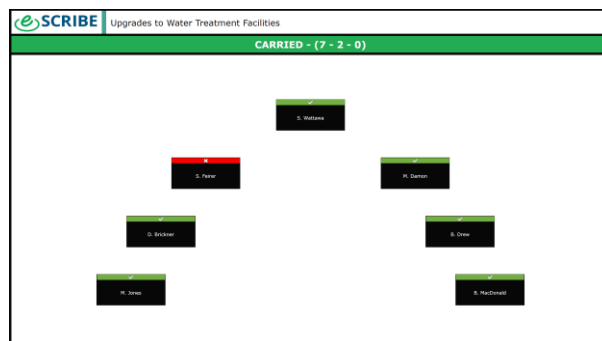
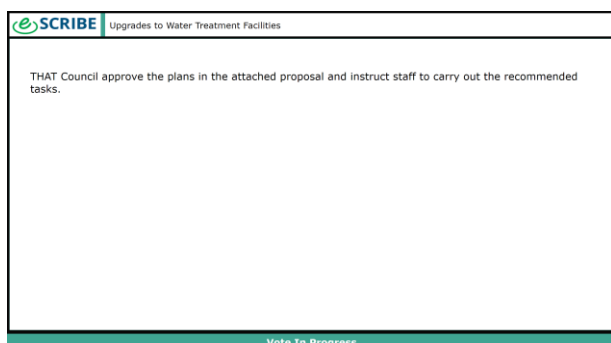
Once opened, a vote screen appears on meeting participants device (Web, IOS or

eScribe Response to The City of Pekin – Agenda and Meeting Management System

Windows 10 Apps) and from there the Councilor can enter a result.

Alternatively, the recording secretary can manually enter a vote on behalf of members who wish to raise their hands.

The eScribe Public Display shows the motion being voted upon followed by the result upon vote completion.

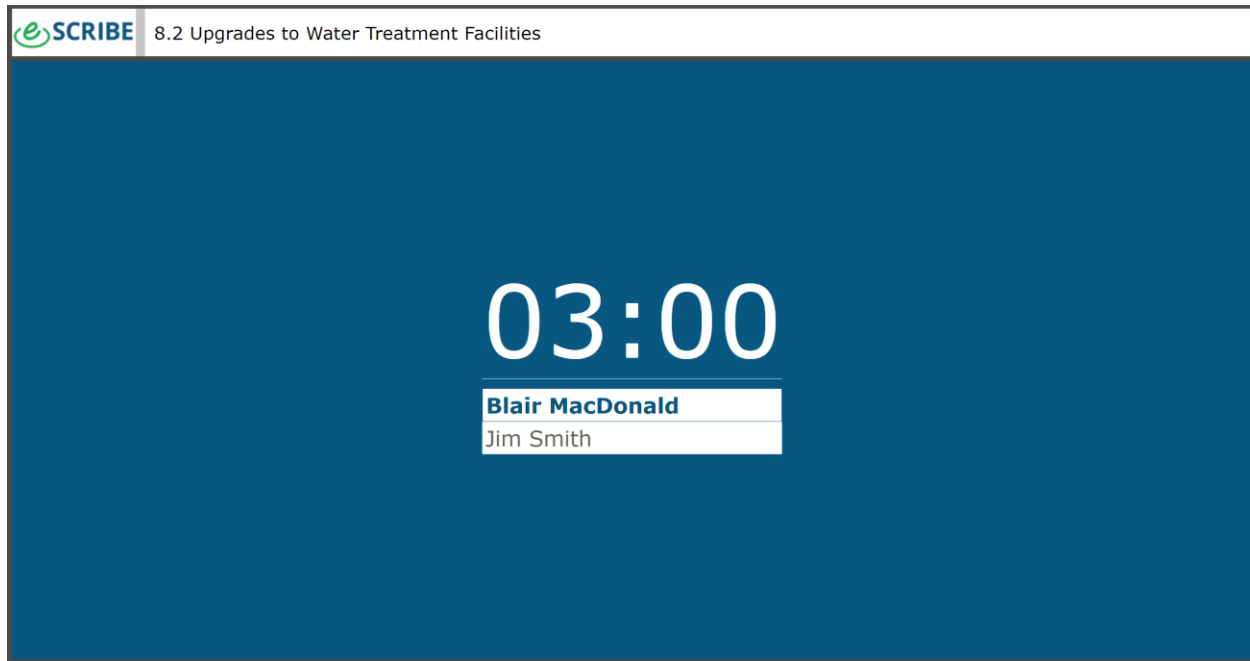


Key Features

- Supports multiple vote types: simple majority, weighted, two-thirds (present/members), unanimous, tie breaker, multiple choice, and secret ballot
- Fully-integrated with roll call, check in/out, pecuniary interest, voting areas
- Graphical public display screens with configurable voting results details
- Fully integrates with Conflict of Interest registry and current meeting attendance

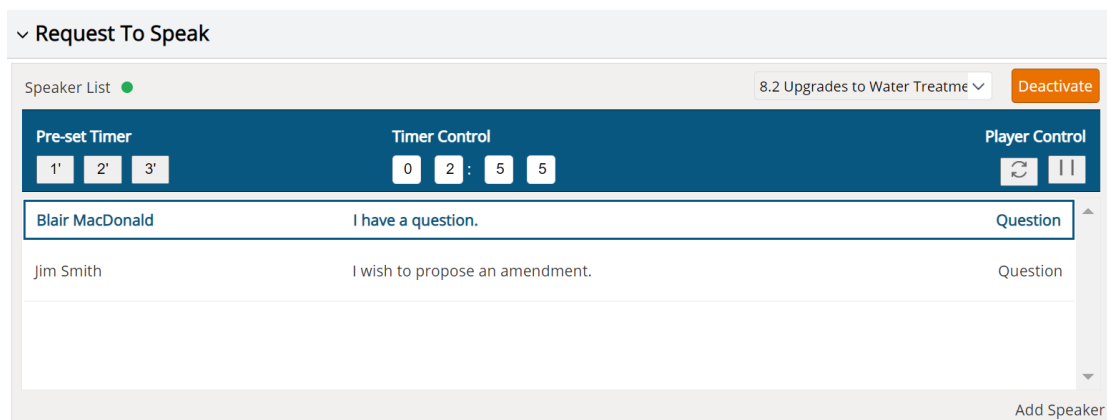
Module Function: Request to Speak

Manages the Request to Speak Queue with member requests, maintains managed order which can be modified by the chair and presents a public display of timers, speaker order and number of times a speaker has spoken on a given issue.



Key Features

- Manages the Request to Speak Queue for debate on agenda items including time limits, number of times speaking, speaker order and public display of current speaker time limits

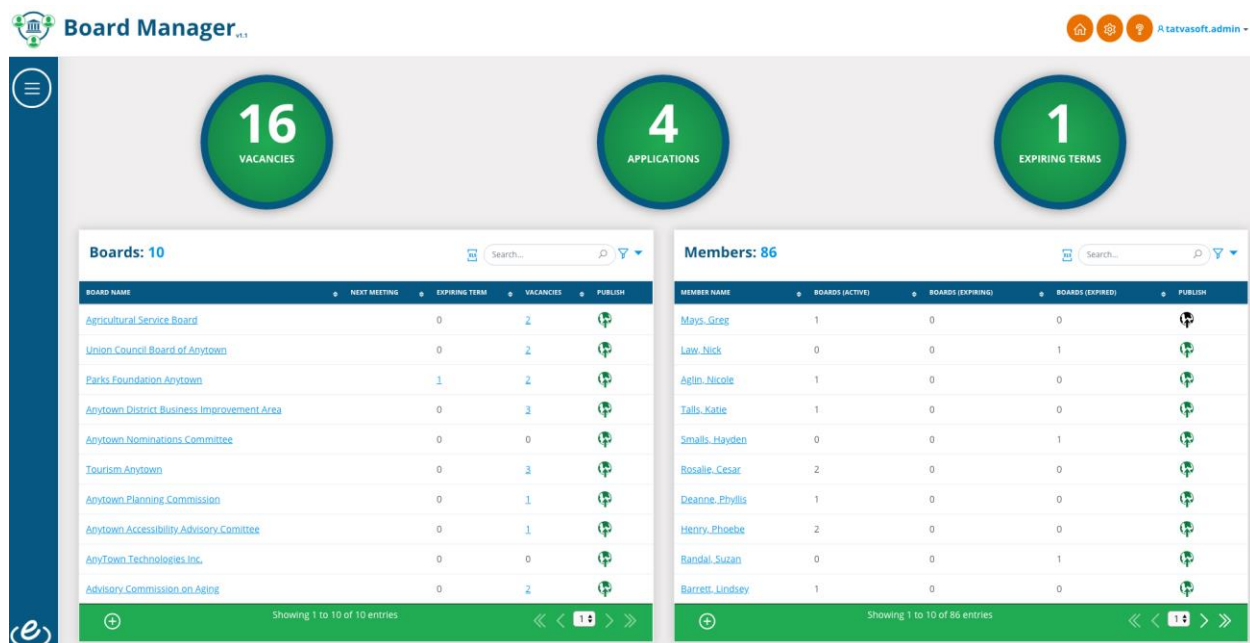


- Can be used during hybrid meetings to assist with microphone management

on web conferencing applications

Board Manager Plus:

Introduced in 2018, Board Manager Plus addresses municipal demands for a simple tool to manage board members and recruitment. This process has traditionally been managed through Excel spreadsheets and large file folders of paper, as well as leveraging newspapers for the publication of vacancies. eScribe Board Manager offers a simple approach with an electronic tool to simplify the entire board information and recruitment process. Available as a standalone product or fully integrated to the eScribe Meeting Management suite, Board Manager simplifies managing board terms, recruitment, and public notification of board meetings and activities.



Key Features

- Manages Board descriptions and Board Member public biographies
- Simple web publishing for all meeting artefacts related to the Board
- Manages Terms, Term Limits and current Board Membership
- Web publishes vacancies and accepts applications and resumes for processing and consideration for Board Membership
- Publishes Board Meeting Schedule

Board Manager Plus fully integrates to eScribe Attendee Profiles for automatic Participant List updates.

Public Comments:

Allow the public to submit comments on agenda items

An add-on to the Internet Publishing Plus module, Public Comments allows organizations to receive and publish comments from citizens before, during, and/or after meetings.

Key Features

- Meeting administrators can track and post citizen comments by agenda item
- Configurable rules by meeting type
- Optional review and approval
- Comments can be retained as part of the public record or alternatively deleted after the meeting
- Fully integrated with the meeting's agenda, minutes, and video through your existing website

Public Speaker/Delegation Requests:

Manage citizen requests to speak during public meetings

An add-on to the Internet Publishing Plus module, Delegation Request Management (DRM) allows organizations to efficiently manage citizen requests to speak during public meetings through an online form on their existing website.

Key Features

- Manage delegations' deadlines by individual meeting type
- Automated delegation request and approval
- Customizable web form fields

References

ILLINOIS PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	County of McHenry	2200 N Seminary Avenue, Woodstock Illinois	Scott Hartman – 815-334-4924
2.			
3.			

OUT OF STATE PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	Livingston County MI	304 E Grand River, Howell Michigan, 48843	Diane Gregor – 517-540-8807
2.	City of Greensboro NC	300 W Washington St, Greensboro NC, 27401	Angela Lord – 336-373-2697
3.	City of San Luis Obispo CA	990 Palm St, San Luis Obispo, California, 93401	Megan Willbanks – 805-781-7103
4.	City of Tucker GA	1975 Lakeside Pkwy, Tucker, GA, 30084	Bonnie Warne – 678-597-9040
5.	City of Detroit MI	2 Woodward Ave, Detroit Michigan, 48226	Andre Gilbert – 313-224-2019

Company Name: eScribe Software Ltd

Company Address: 60 Centurian Drive, Markham, Ontario, Canada, L3R9R2

Contact Name: Sandy Mann – Account Executive

Contact Phone Number: 647-680-0663

Contact E-mail Address: smann@escribemeetings.com

CITY OF PEKIN**SOFTWARE PROPOSER**

Signed: _____

Signed: *Jennifer Zourdos*

Name: _____

Name: Jennifer Zourdos

Title: _____

Title: Sales Director

Date: _____

Date: March 3, 2023

Implementation and Training

While a few vendors have solutions with features to address some of the pain points associated with meetings, features on their own don't necessarily drive benefits. We've learned that the ultimate success of a meeting management solution implementation is driven more by end user buy in to the improved way of doing things. That is why more projects fail from lack of user adoption than virtually any other reason.

While training end users on proper system use is an important component, there are additional critical factors to consider. To ensure a successful implementation, we assign a dedicated team and follow a repeatable framework that has been developed over hundreds of successful implementations spanning customers both large and small.

Project Management

Your Project Lead will guide you through the process of setting up your project for success and long-term satisfaction. Throughout a series of project meetings, you will be led through a tried-and-true process to take your organization from configuration, training, initial go-live, and subsequent roll out to the rest of the organization.

Configuration

Your Project Lead will work with you to communicate with staff and coordinate the gathering of user, meeting, and process information to configure eScribe for its first use, including:

- Project Planning and ongoing Coordination
- User and Permissions Configuration
- Meeting Types Configuration
- Agenda & Minute Templates & Workflow Configuration
- Report & Legislative Templates & Workflow Configuration
- Webcasting Configuration

- Internet Publishing Configuration
- Scheduling End User Training
 - Meeting Administrators
 - Site Administrators
 - Staff Contributors
 - Meeting Participants
- Maintaining project documentation and resolving open items

Timelines

eScribe's implementations are centered around a standard approach that has been refined through many years of working with Customers and proven to not only implement the solution, but to help the organization streamline user adoption. As an Azure cloud-based solution, our deployment mainly involves the Customer's administrative staff. IT involvement primarily centers around Single Sign-On (SSO) setup, video encoder installation, and web publishing integration.

To facilitate a seamless implementation, built on proven best practices with hundreds of organizations, the eScribe Implementation Team has put together a sampling of template options for agendas, minutes, and report documents that customers can choose from during the configuration of their meeting templates. Alternatively, customers can work with the Implementation Team to configure templates.

Given variables such as vacations, elections etc., a final go live date would be established by the project team, consisting of both the Customer and eScribe, early in the implementation process.

Dates	Activity	Description	Team
StartDate (SD)	Contract Signed	- Contract awarded to eScribe - Contract signed	Purchasing (Customer), Sales (eScribe)
SD	Coordinate Hand Off Call	Sales to Coordinate hand off introduction with eScribe Implementation team & customer	Sales & Project Lead (eScribe) Project Sponsor (Customer)
SD + 2 days	Project Hand Off Mtg (15 min call)	Project Hand Off Meeting	Sales & Project Lead (eScribe)

			• Introductions of project teams (eScribe & Customer) • Draft Project Charter ◦ Review of modules purchased & Configuration details ◦ Confirm Goals & Risks ◦ Confirm desired project kick off & completion timeline ACTIONS AFTER CALL: • eScribe to finalize project charter, draft project plan & build site • Customer to gather & send meeting artefacts (Agendas, Minutes & Reports) • eScribe review meeting artefacts • Customer to complete configuration worksheet for publishing & webcasting	Project Team (Customer)
SD + 5 days	Project Kick Off Discussion (60 min call)		• Review project charter, project plan and adjust with customer feedback • Review further detail of implementation & training plan ACTIONS AFTER CALL: • Introduce Customer to ISI, Customer & ISI to order hardware & plan for installation of video encoder	Project Team (Customer) Project Lead (eScribe)
SD + 15 days	AV Meeting Review (30 min call)		• Review AV configuration details as sent by customer • Review configuration of webcasting video encoder	Customer Technical/AV contact ISI AV setup contact
SD + 17 days	Configure eScribe		• Create meeting artefacts in environment (agenda & minutes for 2 meetings, 2 attendee groups – with up to 50 users) • Test the environment • Complete user configurations (*If ADFS/Azure AD in use, Customer must have internal ADFS/Azure AD configured & parameters sent to eScribe before any user configuration can begin or migration costs may apply) • Build publishing site • Customer & ISI to continue working to plan delivery & installation of video encoder	eScribe Project Team
SD + 23 days	Template Review Mtg (60 min call)		• Review finalized meeting artefact template configuration • Review finalized publishing site • Review remaining configuration settings	Project Teams (Customer) Project Lead (eScribe)

			NOTE Customer must provide all configuration detailed by "Configure eScribe" date in order to meet date at this stage ACTIONS AFTER CALL: - eScribe to adjust templates & send revised copy for sign off - Customer to confirm training dates - Customer IT to confirm video encoder is setup & ready to go	
SD + 29 days	Meeting Manager Training		- Meeting Manager Training with primary user group (4- 2.5hour sessions) - Mock Meeting Preparation - Mock Meeting Delivery with video (additional video training session as needed) ACTIONS AFTER TRAINING: - Workshop sessions scheduled as needed to discuss specific processes with Trainer - Customer Training Attendees to start using eScribe immediately for meetings - Customer is responsible for training additional staff and rolling out Meeting Manager to other departments	eScribe Trainer, Customer Admin Group Meeting
SD + 35 days	Conduct Practice Meeting		- Customer to prepare meeting and conduct practice meetings in eScribe (build agendas & minutes) - Customer to practice using video equipment and eScribe timestamps - First meeting support from eScribe Team	Customer Project Team, eScribe support
SD + 40 days	Post Review	Meeting	Highlight challenges and questions for review from Meeting Manager Practice	eScribe Project Lead, Customer Project Team
SD + 42 days	Publishing Implementation		- eScribe Implementation Coordinator to send iFrame details to integrate publishing into current website - Customer web developer implement new publishing pages (iFrame into existing site)	Customer IT (web admin)
SD + 43 days	Report Manager Pre - Configuration Meeting (30 min call)		- Review the Report Manager configuration documents & information needed from the customer - Review meeting artefacts if necessary	Project Team (Customer) Project Lead (eScribe)
SD + 44 Days	Configure eScribe		Create meeting artefacts in environment (1 report, 5 workflows, 2 attendee groups – with up to 25 users)	eScribe Project Team
SD + 50 days	Contributor Training		2.5 hrs for Report Administrators 1 hrs for Report Writers (primary user group)	eScribe Trainer, Customer Contributor & Admin Group

				ACTIONS AFTER TRAINING: - Workshop sessions scheduled as needed to discuss specific processes with Trainer - Customer Training Attendees to start using eScribe immediately for reports - Customer is responsible for training additional staff and rolling out Report Manager to other departments			
SD + 62 days	Post Review	Practice		Highlight challenges and questions for review from Report practice	eScribe	Project Lead,	Customer Project Team
SD + 63 days	Participant Training			Training for staff who will be training meeting participants, web/Mtgs Pro apps access (train the trainer) – via training video.	eScribe	Trainer,	Customer Project Team
				ACTIONS AFTER TRAINING: - Workshop sessions scheduled as needed to discuss specific processes with Trainer - Customer Project Team train meeting participants			
SD + 75 days	Go (Phase Complete)	Live 1		Once implementation tasks are complete, final review of project charter and sign off	eScribe	Project Lead,	Customer Project Team
				ACTIONS AFTER CALL: - Customer to actively use eScribe for core meetings, rolling out to additional meeting types/users is done at the discretion of the customer - Customer will engage eScribe support team as required			
PHASE 2							
TBD	Further System Out	Roll		- Plan for system migrations (data from legacy systems) - Plan for system roll out to organization eScribe Project Lead to support Customer Project Team in roll out of software as desired to additional meeting types and report writers	eScribe	Project Lead,	Customer Project Team

NOTES:

- Estimates do not account for Customer's delays resulting from a shortage of resources or availability of required information

- Day count increment represents working days
- Schedule is subject to change during Project Plan creation
- In addition to the meetings outlined in the plan, weekly/biweekly project meetings will also be scheduled. During phase two system roll out, eScribe implementation team will play a supporting role in Customer onboarding to the rest of the organization, at this time the frequency of project meetings will be evaluated
- Assumption is made that Customer will commit resources as outlined in plan
- Assumption that template emphasis will be on electronic/HTML agenda & minutes
- Assumption is made that eScribe will be training primary user group with a "Train the Trainer approach"
- All training, unless otherwise discussed, is conducted via online group webinar sessions
- Training includes
- Implementation timelines might delay should Customer ADFS/Azure AD setup is not complete in time for site build, alternatively a user migration can take place after ADFS/Azure AD integration is complete (additional charges may apply).

Migration Timelines:

Data migrations are the second phase of the onboarding process. **Migration projects are not committed to the schedule until the project planning phase with your onboarding team.**

While we do our best to schedule as close as possible to go live, typical lead times are approximately 6 months from date of scheduling

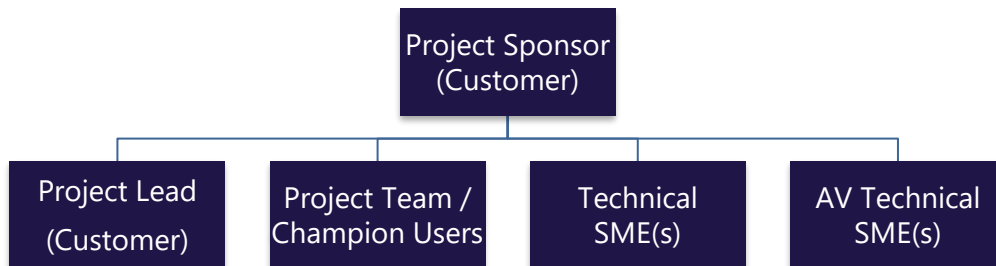
Team

Customer experience is a crucial aspect of eScribe's ethos. We understand that migrating to a new software can be a daunting prospect. We have a dedicated team of experienced eScribe professionals supporting you every step of the way, reducing

the impact on your internal staff and IT department and ensuring a successful, pain-free roll-out.

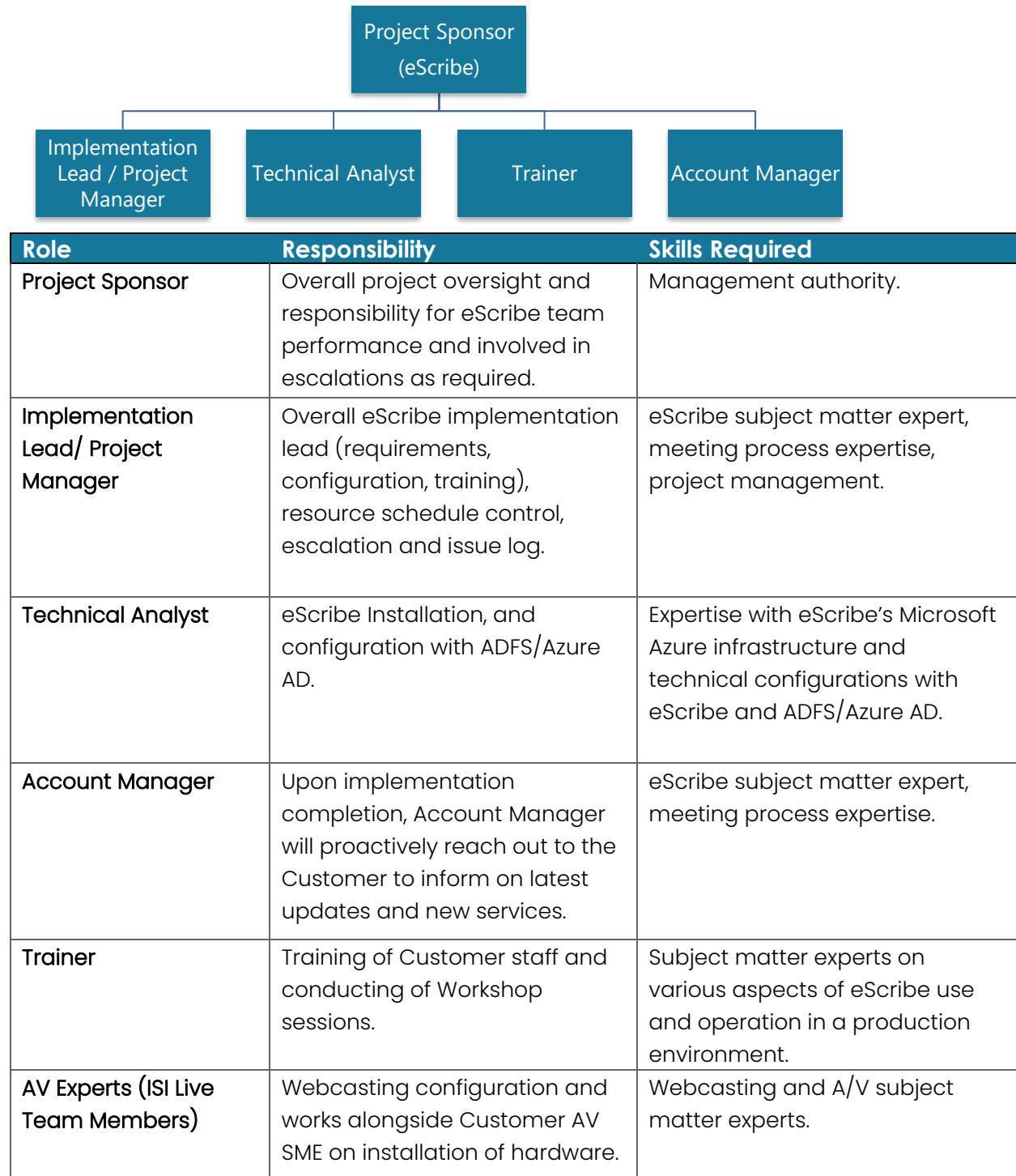
eScribe proposes the following project structure for this initiative, subject to change depending on the agreement between eScribe and the Customer during project negotiation.

Customer Team:



Role	Responsibility	Skills Required
Project Sponsor	Responsible for oversight and ensuring that the project provides the anticipated business benefits to the Customer.	Management authority.
Project Lead	Overall project time, cost and quality responsibility, schedule control, escalation and issue log, project reporting.	Project management.
Project Team / Champion Users	Core implementation group, responsible for making process & configuration decisions. Will attend training and be the first users of the system during roll out.	Individual(s) with meeting process expertise required to complete the project.
Technical Subject Matter Expert (for ADFS or Azure AD integration only)	Ensuring that the project aligns with the Customer's systems and architecture. Primarily responsible for ADFS/Azure AD configuration & setup.	Individual(s) with technical expertise required to complete the project. Familiarity with ADFS/Azure AD setup.
AV Subject Matter Expert (for webcasting only)	Providing information to eScribe and participating in the configuration and testing of the encoders for webcasting.	Individual(s) with technical expertise required to complete the project. Familiarity with current AV setup.

eScribe Team:



Project Team Experience:

While eScribe does not designate specific team members until closer to project kick-off, summary biographies have been provided below. All members of the eScribe implementation team are fully trained or certified as required and have completed numerous successful client implementations. All eScribe Operations staff have also successfully completed police background checks.

Out of respect for staff privacy, actual staff resumes are not provided in RFP responses however we would be happy to answer any specific questions as it relates to the project team's experience.

Name	Name/Role	Experience	LinkedIn Profile
Tara Astbury	Project Sponsor	15 years working with public sector organizations to streamline meeting processes - Serves as the point of escalation for Customer issues and unique process workarounds - Oversees the Operations division of eScribe to ensure superior experience for all customers	Click here
Jeff Hardy	Project Manager	20 years' experience managing medium/large scale projects in the public sector, IT, Telecommunications and Manufacturing sectors - ITIL Foundation Certificate 3+ years' experience leading eScribe customers through successful implementations - Serves as Project Manager on large implementation projects, with over 60 such implementations in his portfolio, past projects include: - City of Hamilton - Toronto District School Board - City of London	Click here

		○ City of Detroit	
Tosca Milanovic	Implementation Coordinator	• 13+ years' experience in project coordination • 4 years' experience leading eScribe customers through successful implementations • Serves as Implementation Coordinator on more than 50 eScribe implementations, past projects include: ○ Haldimand County ○ Thunder Bay District Health Unit ○ Columbia Shuswap RD	Click here
Ashley Freel	Implementation Coordinator	• 5+ years' experience in coordinating new policy and procedures in the education sector • 3+ years' experience leading eScribe customers through successful implementations • Serves as Implementation Coordinator on over 80 eScribe implementations, past projects include: ○ Oxford County ○ Bruce County ○ Livingston County	Click here
Chris Phagoo	Account Manager	• 8+ years' experience working with eScribe Customers in support and account management • Serves as Account Manager for over 100 eScribe customers, proactively reaching out to customers post-implementation about new developments.	Click here
George Attia	Account Manager	• 1+ years' experience working with eScribe Customers in support and management	Click here

		Serves as Account Manager for over 100 eScribe customers, proactively reaching out to customers post-implementation about new developments.	
Daidsen Naigum	Technical Analyst	- Trained on Microsoft Azure environment as it relates to eScribe's use and integration with Azure AD and ADFS - Serves as Technical Infrastructure specialist on the majority of eScribe projects	Click here
Geeta Nagpal	Trainer	- Certified Training Professional 10+ years' experience serving as Trainer on eScribe projects of both small and large scope - Leads Customers through one-on-one process workshops	Click here
James Yearwood	Trainer	- Experience working as Municipal Systems Analyst and Report Writer - Experience with process improvement and software training 2+ years' experience serving as Trainer on eScribe projects of both small and large scope - Leads Customers through one-on-one process workshops	Click here

Training/eScribe Academy

eScribe is built to be user-friendly and, with just a few training sessions, users will be quickly on their way to run their first live meeting independently and with confidence.

Available Courses

- BMI – Board Manager for Administrator
- MM1 – eScribe Portal Activities
- MM2 – Pre-Meeting Activities

- MM3 – Conducting the Meeting
- MM4 – Post Meeting Activities
- RM1 – Report Manager Administrator
- WCP1 – Webcasting for Site Administrator
- WCP2 – Webcasting for Meeting Administrator

Unlimited Group Format

Leveraging the group training format allows end users to learn the proper use of eScribe in targeted sessions that can be scheduled around existing schedules, with other like-minded users from nearby municipalities and school or public sector boards. We have found this method to be extremely helpful as users can interact throughout the session, sharing best-practices and lessons learned with each other. Courses are offered multiple times per month and can take as little as a few hours to complete, so users won't fall behind while they are away from the office.

With eScribe's Unlimited Annual Training Subscription, any number of designated users will have the flexibility to register as many times as required to provide ongoing training for new or existing staff as the need arises.

Go Live Support & Coaching

Unlimited Coaching Sessions

In addition to end user training, you will have unlimited access to your dedicated Account Manager for both ad-hoc and scheduled + coaching calls up to 30 minutes in length, who can answer questions and provide targeted training to key staff ensuring your ongoing success.

Dedicated Go Live Support

In order to ensure that your first meeting gets off to a strong start, your SCRIBE Champion will support you through agenda prep, conducting, and recording your first

live eScribe meetings to ensure administrative users are comfortable with all aspects of the meeting lifecycle.

Monthly How-To Webinars

We also run monthly webinars on topics as requested and voted on by customers offering how-to instructions and time saving tips to help users get the most from eScribe. Sign up for one or as many as you like.

Customer Community Portal (CCP)

To further empower our customers, the CCP can be used to submit and track support tickets. There is also a forum within it to communicate and share product ideas directly with the eScribe product management team and collaborate on meeting “best-practices” with other eScribe customers. Some key features of CCP include:

- **Access Knowledge Base** – a library of user reference, manuals, and help guides
- **FAQ section** – “How-to” guides and technical trouble shooting assistance
- **Customer forum** – Chat with other eScribe customers and learn from each other
- **Feature requests** – Submit ideas to eScribe and vote/comment on proposed features from other users
- **Latest announcements** – including product release notes, promotions, company updates
- **Videos** – instructional videos for apps and various eScribe features

We understand that change can be scary and that you may have questions that need to be answered in order to effectively manage changing the way your organization manages its public meetings as we move to digital, including:

“Which functionality is best for us?”

“Will our processes need to change?”

“How will we smoothly transition to the new system?”

The transition from paper products to digital systems is changing the way we create, consume and share information, requiring us to move away from established

processes and adopt a more integrated workflow that, once in place, will benefit internal and external stakeholders alike.

With many years of real-world public sector experience, our third-party change management consultants can help you identify any process, training, or skills variances and develop a plan to help your users smoothly transition to eScribe.

eScribe Academy

eScribe Administrators will be given a login to begin their training. Courses are assigned based on the tools their organization uses. Learning is self-paced with each session lasting approximately 2.5 hours, with the whole program taking approximately 8-10 hours. Each session includes quizzes to ensure viewers are understanding the content that they must pass in order to progress.

Each eScribe Administrator should have their own unique license for the system as they will receive an eScribe Certificate with their name after training is completed. Certificates can be downloaded and added to their resume and LinkedIn profile! Administrators will be eScribe Certified! eScribe Academy licenses are available for training future employees to use the software with no lack of knowledge transfer as they will be provided with the same course.

One-to-One Training

For larger end user groups or in cases where the customer would like to incorporate customized business process training into the curriculum, we offer 1:1 training sessions with a dedicated trainer. One-to-one training can be delivered remotely, or on site as required.

Train the Trainer

For larger groups, a "Train the Trainer" approach could be more cost-effective, where a small number of customers end users will be trained by eScribe, who then become the power user in the organization to train and answer questions internally.

This method ensures there is always a competent in-house trainer available to help your team out with the new processes until the new skills become a habit. The other benefit to an in-house trainer is that they understand the organizational culture and needs, allowing them to share information and new knowledge in a way that will resonate with their staff.

Document/Records Management Integration

At eScribe we realize that your public meetings are part of an overall content management strategy across your organization (ECM). That's why eScribe provides off the shelf "connectors" to many of the industry's leading ECM systems, including, Laserfiche, FileHold and SharePoint.

Chamber/Meeting Room Integration

Whether it's support for multiple screens or integrating with microphone and physical voting terminals, eScribe provides off the shelf "connectors" to several leading manufacturers, and in many cases can customize a solution to meet individual requirements.

Detailed Pricing

Bid Form

Company Name: eScribe Software Ltd

Please provide a price to complete work identified in the scope of work above.

Total Price – Year 1	\$ 22,730
Annual Recurring Services – Year 2	\$17,640 5% annual increase
Annual Recurring Services – Year 3	\$18,522 5% annual increase
Annual Recurring Services – Year 4	\$19,448 5% annual increase
Annual Recurring Services – Year 5	\$20,421 5% annual increase

By submitting this bid form, you hereby proclaim that the submitted pricing is truthful and accurate.

Contact Name: Sandy Mann

Contact Title: Account Executive

E-mail: smann@escribemeetings.com

Signature: *Sandy Mann*

Printed Name: Sandy Mann

Attachment: ESCRIBE PROPOSAL (3520 : Receive and File Agenda and Meetings Management Software RFP Proposals)

eScribe is pleased to offer the following annual subscription and one-time setup fees to meet the requirements as outlined in this RFP. eScribe leverages a detailed onboarding approach developed over hundreds of successful customer implementations, allowing us to provide a fixed price, including: activation of the solution on the cloud, customer specific configuration of meeting types, content templates, and initial workflow configuration, administrator, contributor, and participant training, in addition to one on one workshop sessions and go live support for key initial meetings.

eScribe Transparency Bundle (Includes Encoder):

eScribe Annual Service and Support Fees				
Module	License Type	License Fee	Quantity	Cost
eScribe Transparency Bundle	Annual	\$ 16,800	1	\$ 16,800
eScribe Meeting Manager		INCL		
eScribe Participant Access		INCL		
eScribe Internet Publishing		INCL		
eScribe Report Manager		INCL		
eScribe Webcasting Plus (includes encoder)		INCL		
eScribe Vote & Request to Speak		INCL		
eScribe Meetings Pro App (iOS or Windows 10)		INCL	7	
Forms Authentication		INCL		
Total - Annual Software and Support Fees				\$ 16,800
Implementation Fees		Service Fee	Quantity	Cost
eScribe Transparency Setup/Training	One time	\$ 4,760	1	\$ 4,760
2 Meeting Types, 1 Report Template, 5 Workflows		INCL		
Vote Manager Setup	One time	\$ 1,170	1	\$ 1,170
4 x eScribe Academy Licenses		INCL		
Migration of Historical Data (up to 25GBs as per scope document)		INCL		
Total - One-time Implementation Fees				\$ 5,930

Optional Modules:

Optional Module	License Type	License Fee	One Time Setup
eScribe Live Closed Captioning	Annual	\$ 8,700	\$ 2,350

Pricing Notes

1. Proposed pricing is valid for 120 days from date of submission of this response.
2. Implementation fees are for remote support. Onsite personnel can be arranged. Additional travel and living expenses would apply in addition to the Implementation Fees.
3. Year 1 Subscription and Implementation Services Fees are invoiced upon commencement of the project.
4. Subsequent year(s) Subscription Fees will be due on the anniversary date and will increase from the previous year's Subscription Fees by five percent (5%).
5. Payment Terms are Net 30 from date of invoice.

Migration Fees

At the completion of the migration, a legacy data storage fee will be charged, as per the table below. These charges would only apply to meeting artifacts such as agendas/minutes/support documentation. Video storage is unlimited and does not factor into the below costs.

GB	Price / GB
0-50	\$10.00
51-100	\$9.50
101-150	\$9.00
151-200	\$8.50
201-300	\$8.00
301+	\$7.50

RFP Response Contact Details

eScribe will make itself available for any follow-up activities to support this RFP process. Should you have any specific questions about this document please feel free to contact

Sandy Mann

Account Executive

647-680-0663

smann@eScribemeetings.com

Appendix A – Azure Infrastructure

<https://download.microsoft.com/download/1/6/0/160216AA-8445-480B-B60F-5C8EC8067FCA/WindowsAzure-SecurityPrivacyCompliance.pdf>

Appendix B – Sample Subscription Agreement



This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the ____ day of ____, 2022

BETWEEN:

eScribe Software Ltd. ("eScribe")

- and -

("Customer")

WHEREAS, eScribe (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean electronic data and information uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage" refers to the online electronic secure storage of Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eScribe for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable State or Federal privacy legislation.

"Location" refers to the location of the Customer entities authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eScribe's Support Services set out in Appendix B.

"Taxes" refers to all present or future sales tax, consumption tax and similar taxes.



“Use” shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. **Services**

- a. eScribe shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eScribe shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eScribe shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and state laws, local by-laws, and policies and procedures of the Customer.
- c. eScribe shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eScribe for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eScribe becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eScribe becomes aware that the Services are unavailable for Use, eScribe shall notify the Customer immediately.



- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in The United States along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eScribe shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eScribe's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eScribe represents and warrants to and in favor of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eScribe has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eScribe hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eScribe to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eScribe's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eScribe has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights



granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eScribe in respect of the Services, the Documentation or the Implementation Services, or eScribe's right to grant others the right to access and use the Services or the Documentation. Should eScribe become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eScribe will notify the Customer immediately;
 - v. eScribe's proprietary software applications and platforms are free of spyware and malware of any kind;
 - vi. The Services and the Implementation Services provided by eScribe hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
 - vii. eScribe will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
 - viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. eScribe shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. **Support Services**

- a. During the Term of this Agreement, eScribe will provide the Customer the Support Services as described in Appendix B.

3. **Fees**

- a. The first year's Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement.



The Subscription Fees are due annually thereafter, and will increase from the previous year's Subscription Fees by six percent (6%).

- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eScribe provide onsite training, additional travel and living expenses would apply.
- c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eScribe from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eScribe has received an amount equal to the payment otherwise required after such withholding or deduction.
- d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
- e. All payments are due thirty (30) days from the date of invoice.
- a. All references to currency are in US Dollars.

4. **Term**

- a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (the "Term"), and will automatically renew for an additional Term unless notice of cancellation is received 60 days prior to the expiry of the Term.

5. **Termination**

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.
- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eScribe, the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 25% of the remaining Subscription Fees



due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.

- c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
- d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eScribe shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- e. Within thirty (30) days after the termination or expiration of this Agreement, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eScribe will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

6. Limitation of Liability

- a. Liability of eScribe under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A or the value of insurance listed in section 10, whichever is greater. eScribe will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

7. Indemnity

- a. eScribe shall indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and economic damages), fees, fines, royalties, liability, and expenses



(including reasonable lawyer's fees) arising out of any suit, claim or action relating to eScribe's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eScribe's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.

- b. eScribe shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eScribe if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eScribe, to infringe or potentially infringe a third party's rights, eScribe shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eScribe determines that neither of the foregoing options are reasonably available, eScribe may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

8. Confidentiality

- a. **"Confidential Information"** means all information disclosed by one party **(the "Disclosing Party")** to the other party **(the "Receiving Party")**, whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eScribe's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee



information and records, as they may be disclosed by either party during the Term of this Agreement.

- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
- c. All Confidential Information shall remain the sole property of the Disclosing Party.
- d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
- e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
- f. eScribe agrees and acknowledges that the Customer may be subject to State or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f) supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eScribe acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eScribe agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eScribe will not, other than as required to provide the Software Services, disclose, transfer, sell,



assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eScribe will notify the Customer immediately of any breach of this section 8(f).

- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. **Non-Solicitation**

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eScribe of any employee or person retained or engaged by eScribe in any capacity whatsoever.

10. **Insurance**

- a. eScribe shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in USD):
 - i. General liability insurance insuring eScribe's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;
 - ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
 - iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and



- iv. Errors and omissions liability insurance insuring eScribe to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
- A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;
 - B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eScribe's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;
 - C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
 - D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eScribe;
 - E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
 - F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eScribe.



If coverage is to be cancelled or non-renewed for any reason, eScribe shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eScribe at eScribe's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eScribe.

- b. eScribe shall ensure that all policies of insurance will:
 - i. be written with an insurer properly licensed to do business;
 - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
 - iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eScribe.
- d. eScribe shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eScribe fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eScribe.
- f. eScribe and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eScribe may sustain incidental to or in any way related to eScribe's obligations under this Agreement.

11. **Advertising**

- a. Customer agrees that eScribe may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. **Trademarks**

- a. Any trademarks and service marks ("Trademarks") adopted by eScribe to identify the Services, Documentation and other products



and services, belong to eScribe. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. Development Input

- a. Customer shall be entitled to provide eScribe with information and feedback concerning the Service's functional requirements and product definition which eScribe shall consider when formulating the product development roadmap and plans. This co-operative process between eScribe and the Customer does not create any obligation upon eScribe to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eScribe incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

14. General Provisions

- a. **Relationship of Parties.** In all matters relating to this Agreement Customer and eScribe are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. **Entire Agreement.** This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: associated local governments, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.
- d. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this



Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

- f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.
- g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado, and the federal laws of The United States applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.



- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- m. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eScribe Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Customer Contact Info for Notices:

Attention: Office of the City Clerk



The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd.

Client

Signature

Signature

Robert Treumann, President
Authorizing Officer, Title

Authorizing Officer, Title

I have the authority to bind the organization

Attachment: ESCRIBE PROPOSAL (3520 : Receive and File Agenda and Meetings Management Software RFP Proposals)

Subscription Agreement



Appendix A – Annual Subscription Fees

Module	Subscription Type	Fee	Quantity	Total
				\$ -
				\$ -
Year 1 Subscription Fees				\$ -

Subscription Agreement



Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eScribe's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Extended Hours” means the hours during which eScribe's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eScribe who will serve as technical liaison between eScribe and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“Updates” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eScribe will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eScribe's support desk.
- c. Direct access for Customer Support Contacts to eScribe's team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Subscription Agreement



Exclusions:

- a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eScribe using one of the following methods:

Toll free number 1-855-299-0023

Email: support@eScribemeetings.com

Portal: <https://customerportal.eScribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eScribe assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eScribe shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eScribe to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eScribe is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and

Subscription Agreement



resolutions pertaining to third party software, hardware, networks or facilities, eScribe shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eScribe until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eScribe in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eScribe's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eScribe warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Subscription Agreement



Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Implementation Services as listed below.

Description	Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Implementation Services Fees			\$ -

Disbursements

eScribe charges for incurred expenses on a cost recovery basis. Standard expense fees include:

- On site per diem: \$60
- Hotel: Cost Recovery
- Mileage: \$0.60 per km
- Taxis, Tolls and public transit: Cost Recovery
- Airfare: Cost Recovery

Item	Number	Consultant 1	Consultant 2
Airfare			
Nights			
Hotel			
Airport Transportation			
Daily Transportation			
Total Estimated Expenses		\$ -	\$ -

Subscription Agreement



Appendix D – Authorized Customer Locations

Authorized Meeting Types

Meeting	Name
Main Meeting Body (Council/Board of Trustees)	
Standing Committees (Standing Committees as established by the Main Meeting Body, and that report directly to Council the Main Meeting Body)	
Reporting Subcommittees (Sub-Committees as established by the Main Meeting Body or Standing Committee, and that report directly to an established Standing Committee)	

Subscription Agreement



Appendix E – Legacy Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third Party Data Migration, (Appendix F) eScribe will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	\$ 10.00
51-100	\$ 9.50
101-150	\$ 9.00
151-200	\$ 8.50
201-300	\$ 8.00
301+	\$ 7.50

Subscription Agreement



Appendix F – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eScribe shall perform the Third Party Data Migration Services listed below.

In Scope

N/A

Out of Scope

N/A

Assumptions

N/A

Additional Notes

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eScribe's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.

It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eScribe for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.

Subscription Agreement



Modification to Services

The Customer wishes to modify the Services as defined below, effective the _____ day of _____ 2022, in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated _____

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total - Annual Subscription Fees				\$ -

Implementation Fees:

Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
Total Training Fees			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total - One-time Implementation Fees			\$ -

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd.

Client

Signature

Signature

Robert Treumann, President
Authorizing Officer, Title
I have the authority to bind the organization

Authorizing Officer, Title

Appendix C – Sample Migration Scope Document

eSCRIBE Data Migration - Project Scope

March 7, 2023

Customer	City of Pekin
Incumbent System	IQM2
Current URL	http://pekinil.iqm2.com/Citizens/Default.aspx
Current System	TBD
Contract End Date	

In Scope

- eSCRIBE to generate script to populate Migration Worksheet, with all available details from Current URL noted above
 - o Customer to verify accuracy of information on Migration Worksheet
 - o Meetings dating back to 1998
 - o Any data missing from migration worksheet (such as location and start time) is to be completed by customer
- eSCRIBE to import of all meeting data referenced in verified Migration Worksheet. Migrated meeting content includes:
 - o Agenda Cover(PDF)
 - o Agenda Packet (PDF)
 - o Minutes (PDF) – note, only one minute package per meeting
 - o Agenda (HTML) to be created including HTML & PDF attachments where available. (see “HTML Agenda” below)
 - o Minutes (HTML), including PDF attachments and timestamps where available.
 - o Videos, uploaded by the customer, will be linked to meetings, and viewable via the HTML agendas and Minutes
- Validation of 10 migrated meeting sites (See assumption 3)
- Completion of **one** additional round of additional migration, exclusively to bring over any meetings that were posted to the incumbent system after the initial migration, but before go-live.

Out of Scope

- Any meetings or documents not listed on verified Migration Worksheet
- Fixing broken links from incumbent system within HTML agendas or minutes
- Modifying content with PDF documents
- Modifying content from incumbent system within HTML agendas or minutes
- Validation of migrated content, beyond the 10 randomly selected meetings listed in scope, above
- Uploading/Transcoding of video files (See assumption 4)

Assumptions

1. Migrated data is only available for public presentation through eSCRIBE's Internet Publishing module. Data will not appear and is not intended for staff to navigate to these meetings from within the eSCRIBE Portal.
2. The IQM2 web interface will be available throughout the timeline of the migration, and until at least the current system contract end date noted above.
3. Following the migration, eSCRIBE will validate 10 meetings, selected at random, for accuracy. Further validation on migrated content is the responsibility of the customer.
4. Customer will upload all video files, in .mp4 format, via FTP. Note, if any files are not .mp4, they can likely be transcoded but an additional cost will apply.
5. We assume there will be a single video file for a meeting. If multiple video files exist, they can likely be combined but an additional cost will apply.

HTML Agenda (optional)

An HTML agenda can be recreated based on the information underneath the video player at the current "media" page (ex)

The HTML agenda can link to HTML and PDF attachments. Note, any links in the HTML attachments will be disabled, unless they are links to PDF attachments.

Additional Notes

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eSCRIBE's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.

It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eSCRIBE for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

Migration Timelines

Data migrations are done as a phase 2 of your onboarding project. **Migration projects are not committed to the schedule until the project planning phase with your onboarding team.**

While we do our best to schedule as close as possible to go-live, typical lead times are approximately 6 months from date of scheduling. It is important to note that the incumbent system must remain available until after the migration is completed.

Note, an additional cost may apply if the migration needs to happen sooner than the initially scheduled timeline.

Pricing Notes

At the completion of the migration, a legacy data storage fee will be charged, as per the table below.

GB	Price / GB
0-50	\$ 10.00
51-100	\$ 9.50
101-150	\$ 9.00
151-200	\$ 8.50
201-300	\$ 8.00
301+	\$ 7.50

Appendix D – Policy Documents

Appendix D (i) – Access to Customer Data Policy

Access to Customer Sites & Data

eSCRIBE Software Ltd.
OPERATIONS| PROCEDURE – VERSION 1.2

TABLE OF CONTENTS

Introduction	2
Changes in Policy	2
Protection of Customer Sites	2
Access to Customer Sites:	2
Protection of Customer Information:.....	3
Removable Devices:.....	3
Penetration Tests & Audits:	3
Termination of Agreement	3
Backup & Recovery	4
Customer Sites:	4

Introduction

This procedures document outlines how eSCRIBE controls access to and maintains security of Customer sites and data. Security is of the utmost concern to eSCRIBE, and as such all staff have been briefed and signed off on this procedure document which is reviewed yearly.

The information contained in this Manual applies to all employees of eSCRIBE.

Changes in Policy

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered by this Manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

No individual Manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

Protection of Customer Sites

Access to Customer Sites:

- Access to Customer sites is not permitted by eSCRIBE staff, outside the purposes of site setup or providing support to a Customer.
- Access to Customer sites is restricted to Operations and Development staff, all of whom have successfully completed police background checks.
- Staff will not download any data or documents from the Customer site, without expressed consent for the purposes of conducting troubleshooting and/or quality assurance tests. Any and all materials downloaded from the customer site will be destroyed immediately upon completion of expressed use.
- Support staff are not permitted to change data on customer sites using eSCRIBE support accounts, except with written approval from an authorized user of the organization. Support will only be provided by helping the customer navigate the pages to which they already have access.
- eSCRIBE does not store Customer personal data, aside from user migrations being executed during the configuration of the eSCRIBE site. During such user migration event, the relevant username, first name, last name, and email address information is shared with eSCRIBE Technical staff. Upon completion of

the site configuration and user migration, all personal data mentioned above is deleted from eSCRIBE's encrypted onsite file server.

Protection of Customer Information:

- All eSCRIBE Customer sites are configured with SSL 256-bit encryption.
- All eSCRIBE Customer sites are stored on an encrypted drive in MS Azure cloud environment.
- Unless instructed by a recognized court of law, eSCRIBE does not release any Customer specific data to any third parties without written approval.
- As a global Microsoft Azure co-sell partner, eSCRIBE leverages Azures industry leading secure environment to safeguard user access and keep data secure. For more information on security and continuous health monitoring please click on the following link.

<https://azure.microsoft.com/en-ca/overview/trusted-cloud/>

Removable Devices:

- No Customer data will ever be stored to any electronic removable device.

Penetration Tests & Audits:

eSCRIBE conducts annual updates to its security and operational procedures. Commencing in 2018, eSCRIBE conducts third party penetration tests annually and can make summary results available to Customers under non-disclosure.

Termination of Agreement

In the event that a Customer terminates or fails to renew an eSCRIBE subscription agreement, eSCRIBE Technical Systems Analyst will perform the following activities to remove the Customer's site and data from eSCRIBE servers;

- Within thirty (30) days after the termination or expiration of this Agreement, eSCRIBE shall make available to the Customer any Customer Data stored on the Services for export or download in native file format. After the thirty (30) day period, eSCRIBE will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a Certificate of Destruction.
- Specific technical steps for termination are as follows:
 - Remove external access to the customer's site
 - If integration with ADFS/Azure AD has been completed for specific Customer installation, verify with the Customer that they have removed any eSCRIBE access accounts from within their infrastructure and confirm once completed (VPN – direct RDP – eSCRIBE local and domain account)
 - eSCRIBE to delete the site
 - eSCRIBE to delete the database (where all Customer data resides)
 - eSCRIBE to delete all the related documentation where customer access credentials have been stored

- Customer database will be removed from back up scheduled plan on the date of termination.
- Based on the request from the client to provide artifact of the deletion of the database, eSCRIBE will run a command on the SQL server which will generate the Event_time, Database_name, Server_name, Login_name, Application_name and the DDL_Operation (Delete).
- Send the Customer the closing document with above inform to confirm that eSCRIBE is no longer in the possession of their data or any information.

Backup & Recovery

Customer Sites:

- Each eSCRIBE Customer has their own unique database, which has access restriction based on their authentication.
- In the event that one of the SQL Databases is not accessible for any reason, Customer sites that are connected to the affected server can quickly be migrated to a different server instance. Alternatively in a worst-case scenario, the Customer's site can easily be restored from back up on any of the other eSCRIBE Databases.
- Backup: using MS Azure infrastructure, eSCRIBE WebApp Content and databases are backed up bi-weekly and with a differential backed up daily. Retention period for both the full back up and the differential backup is 14 days.
- Restoration drills are performed bi-yearly. In the event that the database servers become inaccessible, a restoration from the back-up will be performed.
- Service restoration:
 - Scenario 1 - If the IIS Web App is unavailable, eSCRIBE Technical Systems Analyst will redirect the Customer's site to a standby IIS Web App which is available. eSCRIBE Customer Support team will alert primary contact of any Customer affected and inform of remediation steps being taken – anticipated downtime is approximately 1-2 hours.
 - Scenario 2 - If the SQL database server is unavailable, eSCRIBE Technical Systems Analyst will need restore the database from the backup. In the event that this occurs, eSCRIBE Customer Support team will alert the primary contact of any Customers affected and inform of remediation steps being taken – anticipated downtime is approximately 2 hours.
 - Scenario 3 – In the event where the Web Front End server is unavailable, eSCRIBE Customer Support team will alert the primary contact at all affected Customers and inform of remediation steps being taken – anticipated downtime can be up to 1 day.



Sample Release Notes

eSCRIBE Online v5.0.10 Release Notes

eSCRIBE is pleased to report that eSCRIBE v5.0.10 will be released on June 20, 2020. The **FINAL** release notes are provided below and contains the following improvements and fixes:

Improvements:

Report Template

- Report Templates can be associated with Departments, branches, or meeting types

The screenshot shows a 'Report Templates' dialog box with the following fields and values:

- Report Templates:** Sample Report Template (dropdown menu)
- Report Template Name:** Sample Report Template (text input)
- Associate Template:** ☒ (checkbox)
- Associate Meeting Types:** 2026 Olympic and Paralympic Winter Games Assessment Committee x Avengers' meeting x (tags with a '+' button)
- Associate Departments:** Engineering / Sanitation x Finance x (tags with a '+' button)
- Template Document:** LinkReportToMeetingType.docx (text input) with a 'Choose File' button and 'No file chosen' text.

At the bottom of the dialog are three buttons: 'Delete' (red), 'Update' (orange), and 'Cancel' (grey).

- When creating reports, only relevant templates will be shown based on the association setting specified in the Report Templates dialog.

Create Report

Meeting Type* Avengers' meeting

Meeting Date MARVEL_Jun30_2020

Category -- Select a Category --

Department* Engineering

Branch Sanitation

Report Template* Sample Report Template

File Name* Sample Report Template

Closed Session ☐

Report Number Assign

Sponsor(s)

Awaiting Attachments ☐

Attachments

Name	Size
There are no supporting documents.	

Choose File No file chosen

Upload

Contributor Comments

Create Cancel

[Zendesk Post: Link Report Template To Department](#)

Workflow Administrators

- A user that has been assigned as the "Workflow Administrator" for a meeting type would be able to manage all workflows associated to that meeting type.

Meeting Management - Addition

Meeting Type 2026 Olympic and Paralympic Winter Games Assessment Comm

Meeting Type* 2026 Olympic and Paralympic Winter Games Assessment Committee

Display Code

Report Number Code OPC

Administration Update Cancel

Meeting Administrators

Workflow Administrators Andrew Smith

Agenda Structure

Timer	Categories
1.	CALL TO ORDER
2.	CONFIRMATION OF MINUTES
3.	CONFIRMATION OF AGENDA
4.	POSTPONED REPORTS
5.	ITEMS FROM OFFICERS, ADMINISTRATION AND COMMITTEES
6.	ITEMS DIRECTLY TO COMMITTEE
6.1	REFERRED REPORTS
6.2	NOTICES OF MOTION
7.	URGENT BUSINESS
8.	CONFIDENTIAL ITEMS
8.1	ITEMS FROM OFFICERS, ADMINISTRATION AND COMMITTEES
8.2	URGENT BUSINESS
9.	ADJOURNMENT
10.	Closed
10.1	Closed1

- Such user can start , approve / reject (including on behalf of other approvers), or edit workflow tasks.

QVM12 - Dev Home Search

Documents

Name	Meeting Type	Meeting Date	Deadline	Department	Status	Workflow
CreatedByWorkflowAdmin.docx	MeetingAdminTestSj	5/30/2020 2:00 PM	5/28/2020	Clerks	Draft	View
CreatedByWorkflowAdmin2.docx	RTS	-	-	Engineering	Draft	View
COVID19TaskForce_RegularCategory.docx	WorkflowAdminTestMtgTypeSj	6/30/2020 2:00 PM	6/23/2020	Engineering	Draft	View
	WorkflowAdminTestMtgTypeSj	6/30/2020 2:00 PM	6/23/2020	Clerks	Rejected	Completed
	WorkflowAdminTestMtgTypeSj	6/30/2020 2:00 PM	6/23/2020	Clerks	Added	Completed
	WorkflowAdminTestMtgTypeSj	6/30/2020 2:00 PM	6/23/2020	Engineering	Approved	Completed
	WorkflowAdminTestMtgTypeSj	6/30/2020 2:00 PM	6/23/2020	CAO	Draft	View

View Properties
Edit Properties
Edit in Microsoft Word
Workflows
E-Mail a Link
Alert Me
Version History
Manage Permissions
Duplicate Report
Delete

Edit Report Properties

Meeting Type* WorkflowAdminTestMtgTypeSj

Meeting Date WorkflowAdminTestMtgTypeSj_Jun30_2020

Department* Engineering

File Name* COVID19TaskForce_RegularCategory.docx [Rename](#) [Upload New version](#)

Status Draft

Description N/A

Closed Description N/A

Recommendations N/A

Closed Session ☐

Sponsor(s)

Awaiting Attachments ☐

Attachments

Name	Size
There are no supporting documents.	

[Choose File](#) No file chosen [Upload](#)

Contributor Comments No Comments

Created at 6/16/2020 2:47 PM by escribe.admin
Modified at 6/16/2020 2:48 PM by escribe.admin

[Update](#) [Cancel](#)

Workflow History

Task Status: Pending

Awaiting Attachments: ☐ Waiting for attachments?

Supporting Documents:

Name	Size
There are no supporting documents.	

Confidential: ☐

Department: Engineering

Meeting Type: WorkflowAdminTestMtgTypeSj

Meeting Date: WorkflowAdminTestMtgTypeSj_Jun30_2020

Report Number:

Audit Trail:

Order	Approver	Due Date	Status
1	Sj Test 1	06/18/2020	Pending
2	Sj Test 2	06/20/2020	Pending

Add Approval Step

Initiator Comments: No Comments

Approver Comments:

Approve Reject Close

- Workflow Administrator would also be able to see all pending approvers from the Action Log > Approvals page

User Approvals Send Alerts

Alert	File Name	Due Date	Assigned To	Status	Meeting Type	Meeting Date	Comments	Initiator	Workflow
☐	COVID19TaskForce_RegularCategory.docx	6/18/2020	Sj Test 1	Pending	WorkflowAdminTestMtgTypeSj	WorkflowAdminTestMtgTypeSj_Jun30_2020		Sj Workflow Administrator 1	Pending

- Introduced "Attendee Group Administrator" and "Approval Group Administrator" roles. These allows portal administrator to assign individual users to manage attendee groups and workflow approval groups separately

Forms Users

Login Name: benson.admin2

Name*: Benson Admin 2

Email*: blu@escribemeetings.com

Role:

- ☐ Portal Administrator
- ☒ Administrator
- ☐ Meeting Type Administrator
- ☐ Meeting Administrator
- ☐ Attendee Group Administrator
- ☐ Approval Group Administrator
- ☐ Contributor
- ☐ Participant
- ☐ Visitor
- ☐ Task Manager

Active: ☒

Locked: ☐

Buttons: Delete, Reset Password, [Password Field], Submit, Cancel

[Zendesk Post: Meeting Admin Access to be able to see User approvals for their Meeting Types](#)

[Zendesk Post: Meeting Admin should be able to manage workflows for their meetings](#)

Meeting Administrator

- Introduced "Meeting Administrators" setting under *Meeting Management > Administration*
- Users listed here have full control within all meeting sites of this type and do not have to be listed in the attendee group as an administrator.

Meeting Management - Addition

Meeting Type: 2026 Olympic and Paralympic Winter Games Assessment Committee

Meeting Type*: 2026 Olympic and Paralympic Winter Games Assessment Committee

Display Code: OP26

Report Number Code: OPC

Buttons: Update, Cancel

Administration:

Meeting Administrators: [List]

Workflow Administrators: [List]

Agenda Structure

Timer	Categories
1.	CALL TO ORDER
2.	CONFIRMATION OF MINUTES
3.	CONFIRMATION OF AGENDA
4.	POSTPONED REPORTS
5.	ITEMS FROM OFFICERS, ADMINISTRATION AND COMMITTEES
6.	ITEMS DIRECTLY TO COMMITTEE
6.1	REFERRED REPORTS
6.2	NOTICE(S) OF MOTION
7.	URGENT BUSINESS
8.	CONFIDENTIAL ITEMS
8.1	ITEMS FROM OFFICERS, ADMINISTRATION AND COMMITTEES
8.2	URGENT BUSINESS
9.	ADJOURNMENT
10.	Closed
10.1	Closed1

Fixes:

- System**
 - Resolved an issue where upon re-ordering votes/resolutions in the "Details" section of a meeting site, the revised order was not reflected on the meeting site's agenda table of content.
 - Resolved an issue where all attachments were visible to participants on the app even when "Incl." checkbox were unmarked for selected attachments.

- Resolved an issue where a report that has completed a meeting type approval workflow does not retain its originally assigned meeting type and meeting date details.
- Resolved an issue where meeting notifications were not being sent to meeting participants after a meeting has been created.
- Resolved an issue where participants were not able to access published agenda package if they were added as attendees after a meeting has been published.
- Introduced additional validation to the file upload process to prevent documents containing "#" or "%" in its filename from being uploaded to the system.
- Resolved an issue where participants on the Meetings Pro app were not able to view attendee profile photos while accessing the Closed Session portion of the meeting.
- Resolved an issue where filter options for "Agenda Items" section on the Portal appears off screen for users who are not "Task Managers".
- Resolved an issue where pre-resolution and post resolution texts were rendered in a different order on the meeting site's agenda table of content panel than in the Post Minutes package.
- Resolved an issue affecting webcasting lite customers where status of the video does not change to "Recording" after starting the recording.
- Resolved an issue where a system message about exceeding the allowable filename length of 128 characters was incorrectly shown after saving changes in the "Edit Report Properties" dialog.
- Resolved an issue where "Group" column was missing from the "Azure Users" and "ADFS Users" dialogs. These options are available through:
 - *Menu > Attendee Management > Azure Users*
 - *Menu > Attendee Management > ADFS Users*
- Resolved an issue where content of the "Minutes" section in a meeting site were replaced after applying a Minutes template.
- Resolved an issue where some customers were reporting issues with dialog boxes not closing or loading properly.
- Added logs to help isolate a non-reproducible issue where deleted agenda items show up in the prepared agenda package.
- Resolved an issue where "Meeting Date" filter options in *Action Log > Task* page were obscured on small screen sizes.
- Resolved an issue to prevent Request to Speak from slowing meeting sites when the meeting ran for an extended amount of time.

- Added more logs to assist with future troubleshooting efforts on workflow approvals.
- **Report Manager**
 - Resolved an issue where Attendance labels were not appearing in the Post Minutes package when viewed in MS Word 2013.
 - Resolved an issue where attendance label for "Staff Present / Absent" were missing on the Post Minutes package.
 - Resolved an issue where extra spaces were introduced in the "Agenda Document Title" section when saving changes to the meeting profile.
 - Setting is specified in *Meeting Management > Agenda Document Titles*
 - Resolved an issue where administrators or report author could not manage permissions for a rejected report.
 - Resolved an issue where header details overlapped agenda items that have a long title on Post Agenda package.
 - "Header Details" setting is specified in *Meeting Site > Document Prepare > Agenda tab> "Details"*
 - Resolved an issue where secondary motions were appearing in a different order than was originally specified in the HTML Post Minutes package.
 - Resolved an issue where Level 2 and Level 3 items in the Minutes package is displayed as numbered items despite being configured to display in "Letter" format.
 - "Number Style" Setting is specified in:
 - *Meeting Management > Minutes > Minutes Styles Settings > Level 2 Items > "Number Style"*
 - *Meeting Management > Minutes > Minutes Styles Settings > Level 3 Items > "Number Style"*
 - Resolved an issue where vote results were not printed on the Split Minutes package.
 - Resolved an issue where report author was unable to access attachments added after a report was created.
 - Resolved an issue where report number was extracted twice from report's recommendation.

- **Internet Publishing**

- Resolved an issue where a changed vote result (e.g. "Carried" to "Carried Unanimously" vote were not reflected on the published HTML minutes when "show these recorded results" are set to "All - Paragraph" format.
 - Setting for recorded results is specified in *Meeting Management > Minutes > Minutes Item-Level Detail Settings > "Show these recorded results"*
- Resolved an issue where vote results for Closed Session meeting was displayed in the published PDF Minutes package but not displayed in the Published HTML Minutes package.
- Resolved an issue where "view live stream" link opens the video player in the same tab.

Project Critical Success Factors

Resource Availability	Subject matter experts will have to be available as required throughout the project. While the time commitments are not onerous, some effort will be required from the Clerk's staff (Clerk and project team) and the ITS.
Openness to Change	An open mind produces a willingness to accept the inevitable changes in workflow and business process changes. Generally, these changes are modest but can seem larger than they are if resistance persists.
Courage and Commitment in the culture	The clerk's team, working with identified stakeholders across the organization, should be the evangelists for the new system, revealing the courageous and necessary cultural adoption to change.
Knowledge is Power	Knowledge is power which breeds confidence that cascades into a winning attitude throughout the organization.
Support business groups	Support business groups act as an easy first 'win'. A business group with report management and workflow that has managed to adopt to the new process is used as an example to others. When one group succeeds and has a positive experience, others readily adopt.
Training	Sufficient resources must be applied to training so people will quickly become comfortable with the new process.
Approach incrementally	The process is better understood and experienced with a number of small but important wins. Trying to "boil the ocean" never works. Identify key meeting streams and business group – roll out meeting automation to them and then build on that success.
Reassurance	eSCRIBE's Post Go Live support is well received, as the client goes live with the initial meeting. We offer a dedicated technician to provide friendly, client aware support or "hand holding" during the first few meeting cycles.

Appendix D (ii) – Incident Response Plan

Incident Response Plan

eSCRIBE Software Ltd.
OPERATIONS| PROCEDURE – VERSION 1.1

TABLE OF CONTENTS

Introduction.....	2
Incident Response Plan.....	2
Preparation.....	2
Detection & Analysis.....	2
Containment & Recovery	2
Communication Process	3
Incident Post mortem Review	3

CONFIDENTIAL

Introduction

This procedures document outlines how eSCRIBE staff will act in the event of an incident that impacts the security and availability of the eSCRIBE Azure environment and Customer sites. The Incident Response Plan is reviewed on an annual basis, and amended as necessary in the rare event that an incident occurs, for improvements to the plan.

Incident Response Plan

Preparation

In the event of an incident, eSCRIBE's Technical Systems Analyst takes point with overall responsibility for the incident and ensuring the appropriate communication and escalations take place according to the plan. The communication process includes the Director of Operations, the Director of Development, and as necessary, or by proxy the Director of Product. Further escalation for critical incidents also includes the President. The above escalations creates the Incident Response Team for necessary decision making and communication plans.

In the event that an incident occurs where assistance is needed from Microsoft specialists, eSCRIBE's Technical Systems Analyst would escalate an urgent support ticket with Microsoft's support team and escalation through our Microsoft Partner Champion.

The eSCRIBE Azure environment is designed in such a way to mitigate risk and ensure that in the event of an incident, eSCRIBE Technical staff can move restore affected Customer sites to other unaffected SQL or web front end servers to minimize potential downtime for Customers.

Detection & Analysis

- In the event of a breach detection, Azure will send alert to the eSCRIBE Technical staff and Management from the Azure monitoring tools (via email and text alert).
- Escalation to the Director of Operations and Director of Development is communicated.
- The initial investigation will ascertain the extent of the incident and the scope of customers affected.
- The incident is given an initial classification of 'High, Medium or Low' depending on the degree of impact on the infrastructure and to Customer sites.

Containment & Recovery

- The scope of the incident is investigated to understand impact and options for containment.

- In the event that an entire server is affected, it will be immediately removed from the Azure network to isolate the issue and ensure containment from impacting other areas of eSCRIBE's Azure network.
- In the event that only a single Customer's database or web app is affected, it will be contained individually to ensure no impact to other Customer's sites.
- Assessment is completed for options to restore any Customers affected by the incident, including verification of the areas not believed to be impacted by the incident.
- Once the root cause of the incident and options for restoration of affected Customer sites are identified, the Technical Analyst Lead will communicate recommendations to the Incident Response Team for next steps.
- In the event that an incident affects live Customer sites, restoration options considered might be:
 - Changing passwords for affected sites
 - Activate back up webfront end servers, move Customer sites and re-attach to SQL server
 - Restore affected Customer sites from back up on new SQL or web front end servers

Communication Process

- Upon review of the incident by the Lead Technical Analyst, communication plans are reviewed by the Incident Response Team.
- Understanding the scope of the incident and potential risk to Customer data, communications are sent out to those Customer's affected.
- The Incident Response team will engage the Customer Support and Account Management team to assist with rapid communication to the Customer's primary contact in the event that the incident results in a substantial outage or breach of data.
- After initial notification of the incident, the eSCRIBE team will continue to provide those affected and provide ongoing updates as remediation steps are planned and executed.
- A post incident report will be communicated to Customers at the conclusion of the post mortem review.

Incident Post mortem Review

- Once the initial threat of the incident has been controlled, the eSCRIBE Incident Response Team will gather necessary eSCRIBE technical and development resources, along with any necessary Microsoft Azure specialists to conduct a thorough review of the security vulnerabilities that resulted in the incident.
- An action plan is identified for improvements to address the root cause, or origin of the incident.
- A review of what was executed well in the dealings of the incident, and what could have been improved in the execution of the incident response plan will be reviewed and specific improvements identified.

An action list is established with the actionable items resulting from the post mortem review and revisited by technical and management teams on a weekly basis until all identified actions are complete.

CONFIDENTIAL

Appendix D (iii) – Business Continuity & Disaster Recovery Plan

Business Continuity & Disaster Recovery (BCDR)

V 2.2

eSCRIBE Software Ltd.
ESCRIBE SOFTWARE LTD | BCDR PROCEDURE – VERSION 2.2

Contents

Introduction	2
Plan objectives	2
Plan scope	2
Service Recovery Point Objective (RPO) and Recovery Time Objective (RTO) targets	2
Backup strategy	2
Testing schedule	2
Plan review	2
Revision history	3
Roles and responsibilities	3
Internal contacts	3
External contacts	3
Incident response	4
BCDR procedures	4
BCDR plan	4

CONFIDENTIAL

Introduction

This document details the policies and procedures of eSCRIBE Software Ltd in the event of a disruption to critical eSCRIBE services client data. These processes will ensure that services and data are recoverable to the right level and within the right timeframe to deliver a return to normal operations, with minimal impact on the business.

Plan objectives

- To reduce the overall risk which will affect the client activity using eSCRIBE
- Restart business activity in case of any incident which will affect the access to eSCRIBE meeting management portal.

Plan scope

- Access to eSCRIBE meeting management portal.

Service Recovery Point Objective (RPO) and Recovery Time Objective (RTO) targets

IT service	Scenario	RPO	RTO	Priority
eSCRIBE meeting management portal	WFE Server failure	1 hour	4 hours	High
eSCRIBE meeting management portal	Server attack	1 hour	8 hours	High
eSCRIBE meeting management portal	Data Base server not accessible (server crash, Database corrupt)	12 hours	8 hours	High

Backup strategy

IT service	Backup location	Backup frequency
eSCRIBE Meeting Management portal	Azure storage	Daily, Weekly

Testing schedule

- The BCDR plan will be tested in its entirety once every 12 months
- Recovery process for eSCRIBE service will be tested once every 6 months

Plan review

- The BCDR plan itself will be formally reviewed once every 6 months and in response to regular testing

Revision history

Version	Date	Revision details
1.0	May 3 2016	Document created
1.1	September 15 2016	Document reviewed – no Change
2.0	February 8 2017	Change backup strategy to Azure storage.
2.1	July 20 2017	Update BCDR Team contact Update Internal contact
2.2	July 26 2018	Document reviewed – no Change

Roles and responsibilities

The following individuals are to assume responsibility for restoring IT services when the BCDR plan is activated:

Internal contacts

Name	Job role	Contact details	BCDR process owned
Davidson Naigum	IT System Analyst	M: 647 649 8947 dnaigum@escribemeetings.com	Infrastructure, Backup and data recovery
Brent Gushue	IT System Analyst	M: 647 983 5764 bgushue@escribemeetings.com	Infrastructure, Backup and data recovery
Benson Lu	Director, Software Development	P: 905-305-3429 blu@escribemeetings.com	Software development

External contacts

Name	Organisation	Contact details	BCDR process owned
Microsoft Support	Microsoft	https://portal.azure.com	Data recovery and Infrastructure.

Incident response

The BCDR plan is to be activated when one or more of the following criteria are met:

- eSCRIBE meeting management site is not accessible > 7 clients.
- eSCRIBE online servers not accessible
- eSCRIBE Web Front End / SQL DB Server Crash
- SQL Database corrupt.

The person discovering the incident must notify the following BCDR stakeholders, who collectively assume responsibility for deciding which - if any - aspects of the BCDR plan should be implemented, and for establishing communication with employees, management, partners and customers.

- First point of contact, Benson Lu.
- Second point of contact, Tara Astbury.

BCDR procedures

Depending on the incident, and on the number and nature of the eSCRIBE services affected, the following BCDR procedures may be activated by the BCDR team:

BCDR plan

Scenario	eSCRIBE meeting management portal not accessible
Possible causes	WFE/SQL Server Crash, got attack or Database corrupt.
eSCRIBE services and data at risk	-eSCRIBE meeting management portal & Publishing site. -Client Data at risk.
Impact	Clients are not able to access the eSCRIBE solution.

Plan of action	• Notify senior management • Contact and set up disaster recovery team • Determine degree of disaster • Implement proper application recovery plan dependent on extent of disaster which include Data recovery. • Contact all other necessary personnel—both Support and Developers. • Contact vendors – Microsoft for support if required. • Notify affected Clients of the disruption of service and provide status. • Monitor progress
-----------------------	--

Key contacts (BCDR Team)

- Joel Caniba (Support)
- Davidsen Naigum (IT)
- Benson Lu (Dev)
- Chris Phagoo (Account Mgr)
- Tara Astbury (Operation)

-----End of the BCDR Procedure-----

CONFIDENTIAL



agenda and meeting management

SELECT

Agenda & Meetings Management Software RFP

City of Pekin, Illinois

PRESENTED BY:

Hope Padilla, Account Manager I

March 7, 2023



March 7, 2023

David J. Hess, IT Support Specialist
111 South Capitol Street
Pekin, IL 61554
Submitted via email to djhess@ci.pekin.il.us & mailed

RE: Agenda & Meetings Management Software RFP

Dear Mr. Hess & Selection Committee:

Saving time, effort, and delivering access to public meeting information is essential to run an efficient and transparent government. Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personalized, frictionless, and expedited.

CivicPlus Agenda and Meeting Management Select (Select), is a robust, flexible, and easy-to-use suite of cloud-based tools built specifically for local governments, like Pekin, to help you completely transform your agenda and meeting management process. By partnering with CivicPlus, you'll be able to:

- Work from anywhere with Select's secure, cloud-based hosting and browser-based access
- Reduce manual effort with time-saving features and fully integrated modules
- Invest in a solution that is designed to grow with you as your processes and needs change
- Leverage tools such as cross-departmental teams and flexible workflows to collaborate on agenda items
- Tailor user access with custom permission settings
- Ensure internal transparency and accountability using built-in audit trails, task tracking, and versioning
- Build custom, ad hoc reports with your Select data
- Effortlessly create and distribute meeting materials to residents, internal users, and elected officials

Our Select solution innovators have the experience and expertise to help any administration, whether in a community of one thousand or one million, save time and money. It's why we've hired former municipal clerks to help us build an agenda and meeting management solution that is designed exclusively for local governments and the needs of their clerks and departmental stakeholders. A Pekin and CivicPlus partnership will allow you to implement the latest innovative technology with confidence.

Sincerely,



Hope Padilla
Account Manager I
785.323.1517
hope.padilla@civicplus.com



COLE CHEEVER
Senior VP of Operations
(authorized to bind CivicPlus)

Table of Contents

CivicPlus Company Overview.....	1
Executive Summary.....	3
Features & Functionality.....	4
Scope of Work.	11
Investment Proposal.....	16
Experience	19
Current Customer List.....	20
Project Team.	21
Implementation.....	24
Continuing Services.	27



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and citizen relationship management, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

20+ Years
12,000+ Customers
900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2023 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500
 Manhattan, KS 66502
 Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



Contact

Hope Padilla
 Account Manager I
 785.323.1517
hope.padilla@civicplus.com



civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Executive Summary

The following is a brief overview of our key differentiators and what has led to our national success and our 12,000 customers serving the municipal sector.

Agenda Management	Simplify your entire process with user-friendly interface and agenda creation tools and create customized and consistent agenda formats for your meetings. With an agenda workflow process, featuring deadlines and approvals, there's no second guessing what is missing from your agenda – saving your staff time.
Board Portal	Empower members of your boards with access to past, current, and future meeting content from any device with a standard browser including computers, tablets, and mobile phones. Also, they have the ability to make notes on current packets, as well as view comments and discussions from previous meetings.
Meeting Minutes	Create meeting minutes that reflect common meeting actions and make live edits as the meeting progresses with drag-and-drop tools. Easily take meeting attendance with the Roll Call feature.
Public Engagement	Provide transparency and open communication for your residents by allowing them to view and download agendas, minutes, and complete packets straight from your website. They'll be able to easily search keywords and filter to quickly find what they are looking for.
Automatic Upgrades	Customers automatically receive all future version upgrades of the solution upon release. New features and functions are based on feedback and customer requests.
Seamless Codification Integration	Manage your meeting and votes, and approve the legislation within our Agenda and Meeting Management solution. Then directly send the approved legislation for codification, or submit the legislation to your online code in one click, eliminating manual steps associated with getting the legislation in the hands of your staff and residents.
Secure, Cloud-Based Hosting	Provide peace of mind for your staff and community. Our solution is supported by an industry-leading, cloud-based hosting environment with vigilant 24/7/365 monitoring and continual system updating.
Technical Support	Our in-house technical support team is available to ensure your complete and ongoing satisfaction with our products and services. You can contact live support via chat, phone, and email or utilize our self-service CivicPlus Help Center for tutorials and user guides. You will also receive 24/7/365 emergency support assistance.
Continuing Partnership	Your customer success manager will help find solutions for your changing needs by creating an ongoing strategy to better engage your residents using the tools and products CivicPlus offers.



Features & Functionality

Agenda and Meeting Management Select Solution

CivicPlus' Agenda and Meeting Management Select software is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with Select is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed it to offer configuration flexibility so that the solution can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. Agenda and Meeting Management Select's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Integrated code of ordinances
- Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply)
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire solution is cloud-based, eliminating the need for internal application management. Agenda and Meeting Management Select is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime. CivicPlus is also the only technology provider that offers an integration between our agenda & meetings software and an online code of ordinances—with Municode Codification.



Agenda Management

FLEXIBLE, CUSTOMIZED TEMPLATES

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

The software compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.

Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

CONVENIENT, ANYTIME AGENDA MODIFICATIONS

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically rennumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

CREATE AGENDA ITEMS IN SECONDS

An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for Select to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

AUTOMATE YOUR APPROVALS PROCESS

The workflow engine streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

CUSTOM TAGS TO GROUP LIKE AGENDA ITEMS

Administrators can set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.



Live Meeting Management

AUTOMATED MINUTES SETUP

A fully-integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to Live Meeting Manager with a single click.



KEEP UP WITH THE MEETING ACTION

Meetings move fast. Agenda and Meeting Management Select's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls. One-click control allows you to update your in-chamber display screens, set your video bookmarks (additional fees apply), and queue items in the Board Portal for your elected and appointed officials.

SPEAKER MANAGER

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

EASY, INTUITIVE MINUTES-TAKING

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

If using CivicPlus Media's integrated video streaming and video-on-demand service, you can also create bookmarks for the accompanying video during the live meeting.

AUTOMATIC VIDEO BOOKMARKING

Automatically timestamp agenda items to their corresponding discussion in the meeting video so those watching the recording can quickly access topics of interest. Additional fees apply.

DISPLAY PAGES

Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.

FLEXIBLE VOTING

Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items as a group.



Board Portal

FLEXIBLE ACCESS

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. It is optimized for all devices, including desktops, laptops, and tablets. No separate application required.

A PERSONAL MEETING REPOSITORY

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

INTERACTIVE MEETING TOOL

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item to item, see speaker information instantly, and enter electronic votes (additional fees apply for electronic voting). Chair View can also be enabled to allow the meeting presider to call speakers and advance agenda items.

FIND WHAT YOU NEED- FASTER

Agenda and Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.



Public Resident Portal

CONTENT ACCESSIBILITY

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video.

CONTENT TRANSPARENCY

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.

Public Resident Portal

- Resident portal to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with CivicPlus Media live streaming and on-demand video service
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Mobile-responsive
- Custom branding
- Integrated live or on-demand video with bookmarks to easily jump to desired content
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls



CivicPlus Media

Today's digitally minded citizens are logging more hours watching online video than ever before, and they are searching for content that ranges from entertaining, to informative. For local governments, video is a powerful mechanism for sharing news and events, encouraging civic participation, meeting transparency requirements, building a brand, recruiting employees, and encouraging citizens to develop a sense of civic pride.



Media is a core component of the Civic Experience Platform and is accessible through CivicEngage municipal websites and CivicPlus Agenda & Meeting Management Select. With CivicPlus Media, you can integrate live or recorded videos of meetings and events anywhere on your CivicEngage website that are easily accessible by citizens from any desktop computer or mobile device—no technical or coding skills necessary.

SIMPLE LIVE STREAM RECORDING

- Immediate availability of recorded videos for on-demand viewing—no additional steps or manual file uploads
- Convenient integration with social media platforms including Facebook, YouTube, and Twitter
- High-definition video for professional-quality presentations
- Link meeting agendas and bookmarks
- Auto-start recordings of meetings, so video viewers never miss a moment of live proceedings

CIVICPLUS MEDIA + ZOOM

- Password protect each meeting to prevent Zoombombing
- Create and share a Zoom meeting ID number only with elected officials and key staff when necessary
- Mute citizen participants when open comment session has ended
- Control the meeting within Zoom and protect participants from attempting a screen share
- Allow citizens to sign up to receive a link that will allow them to issue public comments and share their screen during the session
- Record and automatically upload meeting videos for on-demand playback



Boards & Committees Module

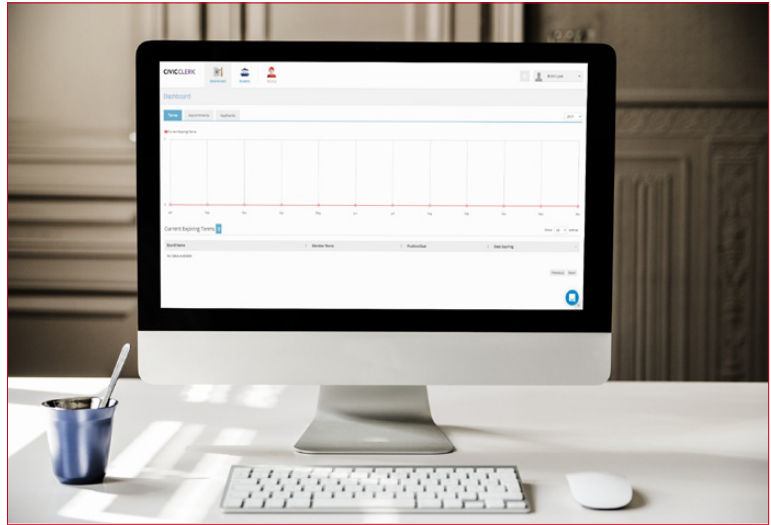
The module handles the process of managing the board itself.

THREE DASHBOARDS

- Upcoming open seats (vacancies)
- Number of appointments
- Number of applicants

BOARD MANAGEMENT

- Board Rules (number of seats, term length, max # of terms, etc.)
- Board Appointments
- Board Documents (file storage)
- Board Roster
- Board Liaisons
- Letter and Email Template



APPOINTEE AND APPLICANT MANAGEMENT

- Custom Reporting
- Application Tracking
- Appointment Tracking
- Bulk Letter Creation
- Bulk Email Creation
- Mailing Labels



Scope of Work

CivicPlus is confident in our ability to meet the City of Pekin's needs as identified in your scope of work, with the following exceptions. As the development of your Select solution is a collaborative effort, we intend to discuss in detail the full scope of work requested to ensure that we fully understand your needs and expectations in order to provide you with the best possible web experience.

TECHNICAL REQUIREMENTS

5.d. Video hosting compatible with online meeting software (i.e. GoToMeeting, YouTube, Facebook)

Select has no direct integration with Facebook.

5.l. Ability to publish Notices and Public Hearings

The City of Pekin doesn't have a CivicPlus website so we cannot integrate with Revize's search function or its calendar.

5.r. Live streaming with optional closed captioning services per ADA Standards.

Our closed captioning service by a machine is only about 86% accurate. This isn't with ADA standards for closed captioning performed by a person for on-demand viewing only is available. Additional fees may apply.



The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

CivicPlus Portal empowers residents to be more engaged and informed about progress in your community. Portal streamlines the resident user experience as they interact with the CivicPlus products leveraged by you – driving revenue, trust, and satisfaction.

With a single username and password, they can watch a public meeting recording, submit a public works request, pay a utility bill, or register for an upcoming event. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with Select today:

- Automatically add agenda or minute files to the Document Center to be displayed on a CivicEngage® Central website after they are published in Select
- Set-up a workflow to post in the CivicEngage Central News Flash once you've published your Select meeting documents

Shorten your pre-meeting to-do list and send your meeting information instantly with a custom integration using the Integration Hub.



Integrated Code of Ordinances & Web

As the only local government software provider with an integrated codification, agenda and meeting management, and municipal website solution offering, our suite allows for digital transformation of the entire legislative process - from the start of the agenda process to the final online publishing of the newly adopted legislation.

If you are a customer of CivicPlus' codification services, the cutting-edge integration between your meetings & agenda management and code of ordinances reduces the manual steps associated between your agenda management and codification processes. As an example, you can send ordinances directly to the CivicPlus for codification by our team of legal editors. When pushed from Agenda and Meeting Management Select, this uncoded legislation will be visible on the landing page of our Online Code Hosting platform nearly instantaneously. You can also take this to the next level by integrating our Municipal Website solutions with our Online Code Hosting solution, allowing for one-stop search, capabilities. With this integration, the public can instantly access your code, meetings, packets, and agendas in one simple search straight from your municipal website.



EXAMPLES OF MEANINGFUL CIVIC EXPERIENCE INTEGRATIONS

The following are examples of integrations between the CivicPlus Agenda and Meeting Management Select with other CivicPlus solutions and tools. If you have yet to experience all that CivicPlus can provide, please reach out for additional information and a quote.

CivicEngage Municipal Websites	• Set-up a workflow to post in CivicEngage's News Flash once you've published your meeting documents. • Automatically add agenda or minute files to CivicEngage's Document Center to be displayed on your website after they are published in Select. • Meeting information and dates are automatically integrated to the CivicEngage Calendar. • Meeting files are automatically included in the website's search results.
Codification	• Send adopted ordinances to the Codification Legal Team in one click. • Send ordinances straight to your online code portal as "Adopted and Not Yet Codified". • Instantly link your online code to the meeting content produced within Select.
CivicPlus Media	• Share high-definition, on-demand video or live video feeds of your meetings directly from Select and CivicPlus Media, seamlessly integrated with your meeting agendas and equipped with clear bookmarking and navigation.
Integration Hub	• Third-party integrations examples include integrations with Zoom, Webex, and GoToMeetings, and with Laserfiche, Google Drive, Dropbox, and other APIs.



Bid Form

Company Name: CivicPlus, LLC

Please provide a price to complete work identified in the scope of work above.

Total Price – Year 1	\$ 27,275.00
Annual Recurring Services – Year 2	\$ 18,795.00
Annual Recurring Services – Year 3	\$ 19,734.75
Annual Recurring Services – Year 4	\$ 20,721.49
Annual Recurring Services – Year 5	\$ 21,757.57

By submitting this bid form, you hereby proclaim that the submitted pricing is truthful and accurate.

Contact Name: Hope Padilla

Contact Title: Account Manager I

E-mail: hope.padilla@civicplus.com

Signature: 

Printed Name: Cole Cheever





I am writing you to confirm that Agenda & Meeting Management Select, formally CivicClerk, is wholly and solely owned by CivicPlus, LLC. of Manhattan, Kansas. The product was originally developed and designed solely by BoardSync, which was wholly acquired by CivicPlus in October, 2017. Ever since, CivicPlus has been the exclusive seller of Agenda & Meeting Management Select, a proprietary product that provides a unique and innovative, cloud-based software solution to handle virtually all aspects of a municipal/county agenda management.

Agenda & Meeting Management Select simplifies the entire meeting process from start to finish by providing staff a central location for all board and committee meetings with the same simple, consistent process.

Customers choose the product for our features, ease of use, and modern design. Features include but are not limited to:

- Unlimited Meetings, Unlimited Users, Unlimited Storage, Custom Agenda Design
- Electronic Approvals Engine, Electronic File Management, Confidential Attachments
- A Private, Interactive Board Member Portal, and a Public Portal with Custom Branding to Host & Publish Meeting Content
- Robust Workflow Engine, Back-up Approvers, Highly Configurable Roles & Permissions Settings, Custom Security Profiles
- Roll Call, Motion, and Vote Tracking, Minutes, Comments, and Discussions, Speaker Management
- Task Management Pre and Post Meeting, Comments Engine with Notifications
- Drag and Drop Re-ordering, Approvals Progress Bars, Automated Track Changes
- Dash Analytics and Reporting
- Pre-Defined Item Content, Automatic Default Items, Copy and Move Items
- Intelligent Keyword Search and Filters
- Automatic Email Notifications
- Live Streaming and Video-On-Demand Videos with Linked Agendas and Minutes
- 24/7 Support In-App Live Chat or Phone-in
- Integrations between other CivicPlus products such as Websites, Codification, & More
- Integrations with Dropbox, Google Drive, Microsoft OneDrive, Laserfiche, and an open API system

No other companies or individuals in the world have the right to sell the CivicClerk product. Please let me know if you have any questions or would like any further documentation.

Regards,

Amy Vikander • CivicPlus
Senior Vice President of Customer Success
 Main 888-228-2233
 Fax 785-587-8951
www.CivicPlus.com



Investment Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 60 days from March 7, 2023.

Development

- Unlimited users
- Unlimited storage
- Agenda Management
 - Unlimited boards
 - Custom-developed templates (two Agenda Templates, one Staff Report Template, one Minutes Template, one Agenda Script Template)
 - System-generated staff reports
- Live Meeting Management
 - Record minutes including motions, votes, speakers, and discussion
 - Display Pages
 - Electronic Voting
- Analytics module access
 - Create and save custom individual views and organizational views
 - Export views as .XLS and .CSV files
- Google Drive, OneDrive, and Dropbox integrations
- Public Resident Portal
- Board Portal
- Boards & Committees Module
- CivicPlus Media with Unlimited Storage
 - Up to three concurrent streams

Implementation

- Typical project timeline – sixteen to twenty weeks
- Up to four hours virtual consulting
- Up to eight hours virtual training
- Historical File Import (up to 7,500 files – PDF / MP3 / MP4)

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support
- Dedicated customer success manager

Pekin's Investment

Total Year 1 Investment (includes one-time fees and Year 1 annual services)	\$27,275.00
Year 2 (includes 5% uplift)	\$18,795.00



CivicPlus Project Pricing & Invoicing

CivicPlus has endeavored to meet Pekin's needs and expectations for your new CivicPlus Agenda and Meeting Management Select solution based on the information provided. The investment proposal included is subject to change should additional functionality, custom development, or project enhancements, outside of the included scope, be added before contract signing.

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost-effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs but also your budgetary requirements.

CIVICPLUS OFFERS:

Standard Invoicing

- Year 1 fees are due at contract signing
- First-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please contact your customer success manager for more details

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. We look forward to developing a mutually beneficial contract with Pekin.



Optional Enhancement

We are confident in the ability of our proposed project to meet the needs and requirements of the RFP set forth by Pekin. Based on potential future conversations, the following is an additional enhancement we may recommend.

Optional Item	One-Time	Annual
Custom Identity Provider (IdP) Integration	\$1,575	\$1,733

IDENTITY PROVIDER (IDP) INTEGRATION

More often, local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication. The CivicPlus' Custom IdP Integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicEngage, CivicRec, and CivicPlus Agenda & Meeting Management Select
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page

We offer integration with Microsoft's Azure Active Directory (AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.



Experience

Agenda & Meeting Management Software RFP



ILLINOIS PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	Marion, Illinois	1102 Tower Square Plaza, Marion, Illinois 62959	Cody Moake, 618.997.2612, cmoake@cityofmarionil.gov
2.	Elk Grove Village, Illinois	901 Wellington Ave., Elk Grove Village, Illinois 60007	Loretta Murphy, 847.357.4042, lmurphy@elkgrove.org
3.	Rantoul, Illinois	333 South Tanner Street, Rantoul, Illinois 61866	Chris Huston, chuston@myrantoul.com

OUT OF STATE PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	Cobb County, Georgia	100 Cherokee St., Marietta, Georgia 30090	Pamela Mabry, 770.528.3307, pamela.mabry@cobbcounty.org
2.	Tulsa County, Oklahoma	500 S Denver, Room 120, Tulsa, Oklahoma 74103	Georgeann Hiebert, 918.596.5833, ghiebert@tulsacounty.org
3.	Bucks County, Pennsylvania	55 East Court Street, Doylestown, Pennsylvania 18901	John Regula, 215.348.6195, jmregula@buckscounty.org

Company Name: CivicPlus, LLC

Company Address: 302 South 4th Street, Suite 500, Manhattan, KS, 66502

Contact Name: Hope Padilla

Contact Phone Number: 785.323.1517

Contact E-mail Address: hope.padilla@civicplus.com

CITY OF PEKIN

Signed: _____

Name: _____

Title: _____

Date: _____

SOFTWARE PROPOSER

Signed:  _____

Name: Cole Cheever

Title: Senior VP of Operations

Date: 2/27/2023



Current Customer List

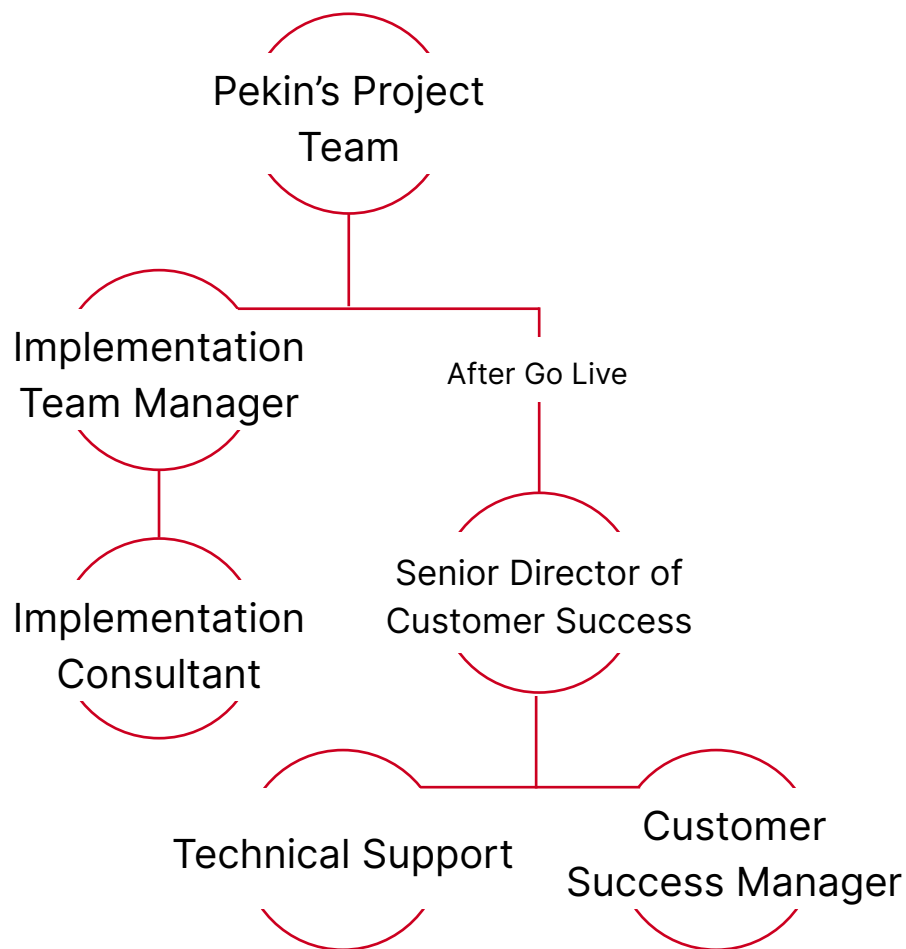
We are unable to provide former customers at this time, however, we would be more than happy to provide that outside the RFP process. As CivicPlus works exclusively with the public sector, there have been multiple occasions where contracts have required termination for convenience by our customers. Reasons have included changes in budget, department organization, and priorities.



Project Team

From project management to technical support, a team of accountable and knowledgeable Select experts will assist you at every step to ensure your project's success and your complete satisfaction. We will assign your individual, dedicated implementation consultant before kickoff to work directly with you throughout the implementation process.

Once your system configuration is complete, your implementation consultant will ensure that you and your staff are thoroughly trained on your Select solution. After go-live, your dedicated customer success manager and our award-winning Technical Support team will support your strategic goals long term.



Team Leaders

Our expert team leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.



**JENNIFER
LEIBROCK**

**Solutions Director
of Select**

Jennifer is responsible for building the vision for the Select product and ensuring that it continues to evolve to meet the needs of our customers. Her experience has provided valuable knowledge of the unique business processes and functions of local government administrators. Jennifer prides herself in her ability to translate complex processes into robust features and products to help local government work better.

Education – MS in Secondary Education; BA in English

Resume – Sr. Solution Manager; Sr. Cloud Delivery Consultant; Marketing & Technology Manager

10+ Years Experience – Product Management; Process Consultation; Product Strategy



**AMANDA
WRIGHT**

**Implementation
Team Manager**

Amanda leads the project managers, implementation consultants, and analysts who make up your Agenda & Meeting Management Implementation Team. This team oversees the implementation of your software from contract signing through launch and ensure your experience with CivicPlus is positive and impactful.

Education – BS Hospitality Management; Minor Business Administration; Minor Leadership Studies

Resume – Program Manager; Brand Director; Event Producer

10+ Years Experience – Project Management; Process Optimization; Leadership





JEREMY WILSON

**Senior Director of
Customer Success**

Upon launch of your website to the public, Jeremy will assign a customer success manager to your account. Your dedicated customer success manager will partner with you to create an ongoing strategy to better engage your residents by utilizing the tools and products that CivicPlus has to offer.

Education – BS Political Science

Resume – Assistant Manager of Account Management; Solutions Specialist

5+ Years Experience – Customer Service; Leadership Sales; Team Building



JIM FLYNN

**Director of
Information
Security**

Jim has been with CivicPlus since 2009 and uses his over 20 years of IT and security data management experience to manage the security and hosting reliability for our thousands of customers. Jim has been at the forefront of cybersecurity strategy and leadership, protecting local governments from the continually evolving cyber threats that exist today.

Education – BA Computer Information Systems

Resume – Chief Systems Architect; Information Technology Director; Software Engineer

20+ Years Experience – Cybersecurity; Network Infrastructure; System and Software Architecture



Implementation

Project Timeline

Sixteen to Twenty Weeks

While every implementation is unique, the following timeline can provide you with information about the different implementation stages and what you can expect at each stage.

PHASE 1: INITIATE	Project Kickoff communication including timeline, deliverables, and an implementation questionnaire to capture details for your configuration
PHASE 2: ANALYZE	- Template Review meeting to review and discuss needs for Proposed Agenda Template - Obtain internal approvals on Proposed Agenda Template and send in final approval
PHASE 3: OPTIMIZE	- Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options - Ultimate configuration is completed and handed off for review, testing, and feedback - Configuration adjustments made per submitted feedback
PHASE 4: EDUCATE	Live, virtual training sessions are conducted within configured site
PHASE 5: LAUNCH	Launch



Ultimate Implementation Plan

Implementation & Support Experience Designed for You

Agenda and Meeting Management Select has the experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Ultimate Implementation Package is the perfect fit for transforming complex agenda and meeting processes. It is designed for organizations with more than 50 internal users, and a desire for a customized and guided implementation experience. A dedicated and knowledgeable implementation consultant will manage your project from end-to-end—consulting and collaborating with your team, applying custom configurations to meet your desired processes, and delivering live virtual training to your user groups. Key project staff will have online access to the timeline and all expected checkpoints and deliverables for a fully transparent implementation.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning Technical Support team.

CONSULTING

Up to 4 Hours of Virtual Consultation

During this consulting session, your implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your custom template designs and discuss the configurations that will be made to ensure your workflows match your current agenda and meeting processes.

DESIGN

We will design up to 5 custom templates to ensure consistency in -generated meeting documents: Agendas, Item/ Staff Report, Minutes, Agenda Script.

CONFIGURATION

Our team will configure your solution with unlimited customization options to map your agenda and meeting processes and ensure that your Agenda & Meeting Management solution is optimized to meet your desired goals.

TRAINING

Up to 8 hours of Virtual Training

Your implementation consultant will guide user groups through live, virtual training sessions using your custom configured Agenda and Meeting Management Select solution. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.



HISTORICAL FILE IMPORT

As part of your implementation project, we will import up to 7,500 PDF, MP4, or MP3 documents to your new system. You and your residents will still have access to this historical information with increased functionality. Historic meeting documents imported into CivicPlus Agenda & Meeting Management Select will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.

- The customer must provide the files to us in a single folder in any of PDF, MP4, or MP3 formats.
- The customer must provide the files in a specific naming convention as directed by their implementation consultant/project manager.
- The customer must upload the files to an FTP server that will be provided to them by their implementation consultant/project manager.

This process includes indexing your imported agendas for keyword searching and retrieval. However, links and metadata associated with an agenda may not be maintained. As we will only be able to migrate PDF versions of your agenda, agenda packet, and minutes files, only links that are embedded within the PDFs themselves will come over. Please reach out if you have any questions regarding our migration process.

Subcontractors

Because all services required for a successful project are performed in-house, no aspect of the development or implementation of your project will be outsourced or subcontracted.



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence.

AWARD-WINNING

CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.



CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

Support at a Glance

- Technical support engineers available 8 a.m. – 6 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Operating system patches
- Testing and development



Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site are unparalleled.

CLOUD-HOSTING WITH AZURE

The infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage is done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

DISASTER RECOVERY

Agenda and Meeting Management Select utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.





GRANICUS

Request for Proposal Agenda & Meetings Management Software

Response prepared for the
City of Pekin, IL

Response Submitted by Granicus
Proposal Contact: Erin Pardue
Erin.Pardue@granicus.com

Submitted March 7, 2023



Contents

Contents	2
Cover Letter	3
Executive Summary	4
Selection of Criteria	7
1. Agenda Management	8
2. Minute Management	12
3. Live Meeting Management	14
4. Workflow and Approvals	17
5. Technical Requirements	19
Proposed Solution Components.....	24
Agenda Automation	24
Meeting Management	28
Member Voting	30
Committee Management.....	31
Public Portal	32
Data Migration	33
Global Features and Services	34
Project Team	35
Implementation Plan.....	38
Ongoing Support and Hosting Services	43
Investment Proposal	47
References	49
Additional Information	51
Proposed Legal Agreements.....	52

Cover Letter

February 28, 2023

Office of the City Clerk
Attn: David J. Hess
111 South Capitol Street
Pekin, IL 61554

Subject: Response to Proposal - Agenda and Meetings Management Software
Deadline: March 7, 2023, at 5:00 PM

Dear David Hess:

Thank you for providing us with the opportunity to review and respond to the Agenda and Meetings Management Software RFP. Granicus is pleased to present OneMeeting, a solution that meets and exceeds the desired functionality set forth in your RFP.

Granicus is an LLC-P (Partnership) headquartered in Denver, CO, with 4 other main offices located in Washington D.C., St. Paul, MN, Canada, and the United Kingdom. Our address for contracts is 408 Saint Peter Street, Suite 600, Saint Paul, MN 55102. A full display of our services can always be found at [Granicus.com](https://www.granicus.com).

Throughout this procurement process, your main point of contact is:

Erin Pardue | Erin.Pardue@granicus.com | 909.641.5949

We take pride in fully understanding your project before it begins. After reading the Scope of Work and its detailed requirements around implementing an intuitive, reliable, cloud-based agenda and meeting management system, we believe there is no other agenda management solution that can meet these requirements like our OneMeeting solution.

Sincerely,

 GRANICUS

Executive Summary

We are excited for the opportunity to strengthen our relationship with the City of Pekin. We appreciate the years of partnership we have enjoyed with the City, and we look forward to showing you how we can improve upon that partnership.

Because Granicus currently has a relationship with the City of Pekin via the IQM2 (MinuteTraq) product line, we are in a unique position to complete this project successfully and efficiently. We have an unmatched level of familiarity with the City's database, people, and processes that will allow us to implement a new product with ease.

Additionally, because Granicus controls both IQM2 and the proposed OneMeeting product line in this response, we will be able to seamlessly migrate data and video - something any other vendor will struggle with from an efficiency and overall execution standpoint.

Granicus' strength in features, functionality, security, and overall experience in the legislative management space is unmatched.

As a privately held company, we cannot share our long-term strategic plans or detailed financial information in an RFP setting.

We maintain a high client retention rate, and confirm we are financially sound now and for the foreseeable future. Granicus has not filed for bankruptcy or had any interruptions in operations due to financial issues. We are also backed by Vista Equity Partners and Harvest Partners.

Why Granicus?

We provide our clients with the best software solutions in the local government space; as well as the most knowledgeable implementation teams, a proven training methodology to support wide internal adoption of the system, and world-class technical support.

We've been deploying and supporting agenda and meeting solutions for more than 20 years. Granicus was the first organization to webstream a municipal meeting and has been the pioneer in this industry. We have more customers and more experience than any other provider in the space and ONLY work with government agencies.

Granicus also offers a suite of other products that address the needs of local governments and help our clients to limit vendor sprawl and decrease the time required for administrative oversight. We create a one-stop-shop for solutions relating to the unique needs of communities – combining pre- during- and post- meeting functionality into an integrated platform. We also offer added functionality across content creation, communications, records management, and digital engagement services that means more is possible with a single vendor than ever before.

Qualifications

Granicus provides the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to more than 5,500 government customers. Granicus helps turn government missions into quantifiable realities.

Our leadership team guides the entire company to do what is best for our clients. Each week, the leadership team reviews client satisfaction survey results and discusses any proactive actions that need to be taken. Our leadership team also brings years of experience across government, software, design, and technology industries to the table.

Our products connect more than 150 million people, creating a powerful network to enhance government transparency and citizen engagement. By optimizing decision-making processes, Granicus strives to help government realize better outcomes and have a greater impact for the citizens they serve.

Additionally, Granicus offers added functionality across content creation, communications, records management, and digital engagement services that means more is possible with a single vendor than ever before.

A few specific advantages include:

- A simpler, more manageable agenda creation process from start to finish while increasing efficiency, reducing errors, and saving valuable resources.
- Significant time savings with digital capture of meeting minutes, tracking, and recording of meeting actions, plus the ability to finalize and post minutes documents on your website in up to 70% less time.
- Improved workflow management of filing boards and commissions vacancies; recruit more applicants, track appointments, and have fewer missed deadlines.
- Secure broadcast and recorded live webcasts indexed with meeting documentation for enhanced transparency and improved access to meeting information for citizens as an option for consideration

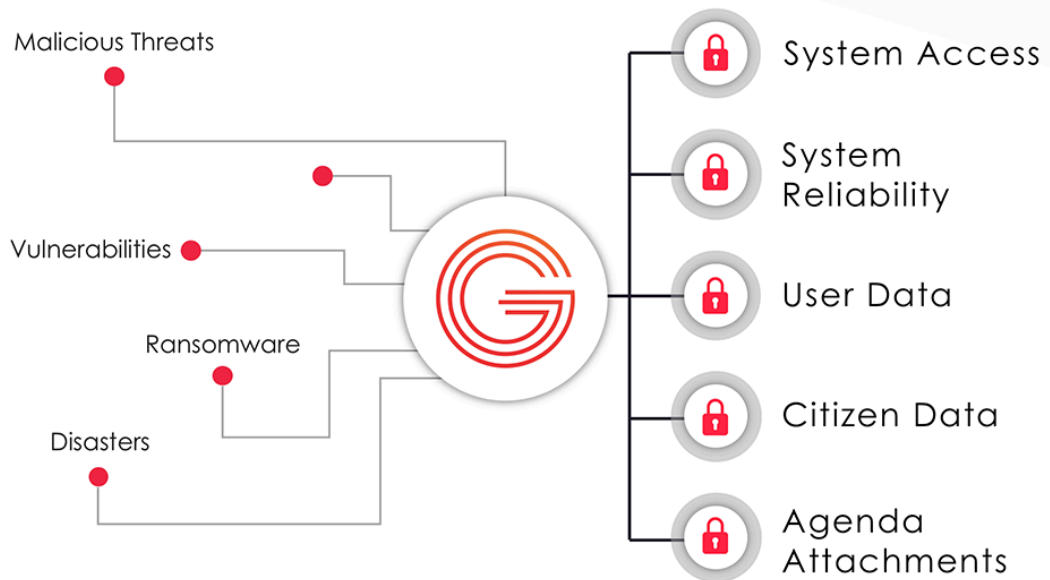
Trusted

Granicus partners with over 5,500 governments at all levels to provide solutions that enable better communications, process automation, and engagement. This scale has allowed us to quickly learn from our customers and pioneer best practices around implementation and support, ensuring our partners' success for years to come.

Highly trained implementation specialists, a team of dedicated customer success consultants, and a close marriage between our technical support staff and software engineers are a few reasons why organizations trust Granicus to support their initiatives.

Secure

No other meeting and agenda management software provider invests as heavily in infrastructure as Granicus, whether that investment is in our datacenters or in the platform engineers who ensure that they operate flawlessly. Granicus views NIST 800-53 as the gold standard for application and infrastructure security.



Granicus understands the impact of disruption and takes the necessary steps, in our infrastructure design and scale, to ensure the availability of your applications when you need them. Data in those applications is encrypted at rest and in transit using FIPS 140-2 validated encryption methods. The remainder of the suite is hosted in Amazon Web Services and all backups (from every application) are replicated to AWS datacenters.

Comprehensive

Granicus offers the only comprehensive platform to fulfill your government communications, meeting and agenda automation, and web content management needs. The Granicus platform allows you and your staff to work within a single platform for a seamless experience with your Granicus solutions and our support staff.

Selection of Criteria

After carefully reviewing the City of Pekin's RFP, and the Selection of Criteria to be considered for making a change from your current Granicus system, we have briefly and directly addressed each point in this section.

A more comprehensive overview of each component of the Proposed Solution is included immediately following the Selection of Criteria.

1. Agenda Management

a) Create agendas with customizable templates that include the City of Pekin logo that are standardized and consistent. Users should have full access to make changes or create new templates, post implementation, without requiring assistance of a vendor.

The Client has complete control of the templates, and how they are formatted.

b) Option to print and view full agenda as one PDF and Word document or print item by item

Both the agenda and the packet are automatically collated for printing or publishing. Internal and external users can download, print, and export/share the agenda as a Summary Agenda (without the attachments) or as a complete packet (with attachments) from the web-based application.

c) Compatible to publish agendas and minutes on the City of Pekin website with links and bookmarks of supporting documents (PDF)

OneMeeting's one-click-publish compiles, auto-paginates, and hyperlinks attachments into a finalized HTML agenda, as well as a printable PDF packet. This action will notify anyone on the email list that the agenda has been published.

Internal and external users can download, print, and export/share the agenda as a Summary Agenda (without the attachments) or as a complete packet (with attachments) from the web-based application. External users would access the packet through the Public Portal located in the client's website. (Please see information below about the Public Portal.)

d) Email notification option for Councilmembers, staff and/or media

We have several email notification options from letting a user know that an item is in their queue to escalating it to their manager if they have not approved it on time. All OneMeeting workflows are initially configured to notify a user about pending documents for review. These notifications are customizable.

e) Secure access to confidential meetings

OneMeeting implements a fine-grained Role-Based Access Control system that controls the access each user has to various system functions. Permissions can be set on any level: groups, individuals, or even down to specific workflows. These

permissions limit what a user can view, edit, or comment on and require administrative access to change. The various confidential functions of the agenda and meeting processes are secured by these permissions by selectively allowing access to specific individuals.

Access controls are also in place within OneMeeting to control staff members' access to sensitive information. Access to staff members is granted on a need-to-know basis, so we can prevent a data breach by effectively controlling workers' access to sensitive materials.

Access reviews are executed yearly or as needed to audit the efficiency of implemented access controls. Multiple templates can even be created for individual meeting types. For example, there could be a regular meeting and a closed session meeting for the same body. The Client has complete control of the templates, and how they are formatted.

f) Classify agenda items between public and private items

OneMeeting provides options through redaction features as well as confidentiality flags.

g) Ability to tag documents as confidential to be viewed only by City Council/Staff and kept Confidential from the public

Cover pages, item numbering, specific sections, previous meeting information, and staff recommendations can be designated as: displayed, confidential, or removed.

h) Allow users to upload supporting documentation in a variety of file formats while creating agenda items. Attachments should automatically be converted to PDF by the system prior to being published to the public.

OneMeeting's one-click-publish compiles, auto-paginates, and hyperlinks attachments into a finalized HTML agenda, as well as a printable PDF packet. Internal and external users can download, print, and export/share the agenda as a Summary Agenda (without the attachments) or as a complete packet (with attachments) from the web-based application. The solution supports all industry-standard Microsoft file formats and image formats, PDF, GIS, and AutoCAD.

i) Automatically renumber agenda items when editing

Agenda items are automatically renumbered as they are rearranged to improve efficiency.

j) Auto spell check

Spell check is performed automatically by the browser of choice or Microsoft Word.

k) Easily track progress of every agenda item in the routing process

OneMeeting Agenda Automation provides the ability to view the status of an item and who is currently needing to review and approve.

l) Ability to move or duplicate an agenda items from one meeting to another

The proposed software continues to evolve - the most recent update includes functionality to move an item from a "preliminary" meeting to the "regular" meeting, making it easy to move and/or copy an item from meeting to the next.

m) Ability for specific users to lock a version to prevent further edits

Administrators with permission will be able to lock and unlock agendas. You can also leverage our workflow to only include a single user, which essentially locks the document.

n) City Clerk is the centralized administrator

We have unlimited roles and can easily meet this requirement.

o) In-Route editing of documents by departments

Our solution provides powerful and flexible workflows. OneMeetings' user-friendly workflows are tightly integrated with built-in, customized templates/forms, which trigger a workflow process based on multiple factors.

Workflows automate many tasks, approval, collaboration, and editing. Staff can create a peer review group as part of a workflow that allows reviewing or editing permissions for staff members without disrupting the standard approval process if permissions allow.

Built-in tools such as comments, signatures, redaction tools, highlight, strike through, font, size and Microsoft Word integration allows users the editing tools to make their work easy while allowing for administrator control and assignment of roles.

p) Supports multiple file formats including Word, Pdf, Excel, GIS, JPG, etc.

OneMeeting supports all industry-standard Microsoft file formats and image formats, PDF, GIS, and AutoCAD.

q) E-mail notifications to staff - deadline notifications – return for edit/correction – final approval

We have several email notification options from letting a user know that an item is in their queue to escalating it to their manager if they have not approved it on time.

r) Advanced access for Councilmembers with secure login

OneMeeting allows for publishing of the agenda and the full packet to the board login as well as the public portal.

s) Allow administrators to set deadlines with the power to enforce or adjust as needed

Deadlines can be set on meeting date, response time, or extended deadline dates for supplementary document approval.

t) Delayed public notification/publishing

OneMeeting offers separate internal publishing of agendas for staff and elected officials. OneMeeting does not, however, offer scheduled or delayed public notification at this time. This could be addressed through a small software modification.

u) Audit trail

Key actions performed by a user appears in an audit log. We can adjust the definition of key actions based on feedback from the Agency if needed.

2. Minute Management

a) Prepare minutes, including but not limited to recording motions, declaring conflicts, and making notes

OneMeeting real-time meeting management tools such as roll call, motions, votes, notes, and speakers populate automatically as text in the minutes. Information about the current item, speakers, motion information, and votes can be displayed in the meeting or online via the Public Portal in real-time.

b) Synchronize recorded meetings with timestamps within minutes

Timestamping or indexing of the video is done quickly and easily by clicking on the item that is being discussed. This creates the digital time stamp that correlates to the meeting content.

c) Automatic Vote Result Display

Public Display allows users to determine what they want to display at the time during the meeting. Supporting materials/documents, voting results, speakers, speaker timers, names and titles are all available.

d) Customizable minute templates

OneMeeting provides easy-to-edit minute templates with default options. The system is very flexible, and we encourage clients to configure it as much as they like and to take full advantage of its capabilities.

An admin can create, configure, and modify minute templates as needed by themselves. You do not need to put in a request to Granicus to make changes to any of your minutes or agenda templates. Admins will be taught how to do this as part of training. The HTML minutes template is very configurable. The Word template has some limitations.

e) Multiple user login per open minute session

OneMeeting can support multiple users viewing multiple meetings simultaneously.

f) Automatically populates agenda content for minutes taking

OneMeeting can import the agenda into the minutes application to use as a minutes template. Real-time meeting management tools such as roll call, motions, votes, notes, and speakers populate automatically as text in the minutes.

g) Update of Finalized Resolutions, Ordinances with Vote Tallies

OneMeeting provides automation for post-meeting activities such as ordinance/resolution numbering, document numbering, tracking, electronic signatures, redactions, follow-up activities and approvals.

h) Audit trail

Key actions performed by a user appears in an audit log. We can adjust the definition of key actions based on feedback from the Agency if needed.

3. Live Meeting Management

a) Electronic Boardroom

Member Voting - The Meeting Management interface known as Meeting Viewer - also provides a means for the members to record their vote during a meeting and offers the ability to communicate the voting process of agenda items to the public.

This solution allows voting members and support personnel the opportunity to electronically view items and supporting documentation on the agenda and to electronically cast votes on motions. The Voting solution provides an automated and effective approach to recording the events of the meeting to make it easy for the supporting personnel to follow along and manage the meeting as it is in session.

b) Integrated electronic voting capability allowing the ability to vote from any device

The Voting solution allows members of the board to record their own votes using any web-enabled device. The Meeting Management interface called Meeting Viewer also provides a means for the members to record their vote during a meeting and offers the ability to communicate the voting process of agenda items to the public.

c) Move from agenda creation to minutes to record roll calls, discussions, motions, votes and speakers

These tools are wholly contained within the OneMeeting environment.

d) Create speaker timers

Staff can adjust the standard speaking time on the fly and have that time shown to the public. OneMeeting's Public Display allows members in the audience follow along by displaying vote results, speaker timers, active agenda items being discussed. The solution's technology provides the ability to display captions, broadcast live, presentation materials, speaker time and display speaker/member titles on the video output.

e) Provide in-chamber displays

The proposed solution will provide the City with a video and audio output of the meeting feed. OneMeeting's Public Display allows members in the audience to

follow along by displaying vote results, speaker timers, active agenda items being discussed. OneMeeting's technology provides the ability to display captions, broadcast live, presentation materials, speaker time and display speaker/member titles on the City's existing video output. OneMeeting's solution also offers the ability for automated captions through text to speech technology.

In the event the City desires to procure external in-chamber displays from Granicus, we can provide additional pricing and selection of equipment above and beyond what's included in this response.

f) Ability to Queue items for Councilmembers

Elected officials are part of the OneMeeting solution in two ways:

- Electronic distribution of agenda packets to elected officials, with full documentation annotation and notes features. The annotation features allow Board members to do all of their meeting prep digitally. For those Board members who would still like to print their packets, those can be provided as well.
- Live meeting interface for Board members. This allows elected officials to see the current item with links to all supporting material. They can also request to speak, move or second a motion, and vote on items that are called for a vote. Voting titles (Yea, Nay, Abstain, etc.) are customizable in the OneMeeting solution as well to replicate Agency meeting processes.

g) Ability to record first and second motions

This is standard OneMeeting functionality.

h) Ability to call up speakers

OneMeeting's Public Display allows members in the audience follow to along by displaying vote results, speaker timers, active agenda items being discussed.

Community Engagement allows constituents to sign up to speak on meeting items quickly and easily online. Digital Kiosk will allow public speakers to sign up to speak in person at meetings.

Speaker notes will be available within the Live Meeting environment so Council knows who would like to speak for each topic. We have advanced queuing and speaker management both online and in chambers.

i) Meeting title and date on screen during live stream

This functionality is offered by Granicus Video.

j) Integrated in-chamber display would show the current agenda item, speaker, and vote result

OneMeeting's Public Display allows members in the audience follow along by displaying vote results, speaker timers, active agenda items being discussed.

k) Agenda items automatically fed

Staff must click on the current item in order for the item and details to display onscreen. The items on the agenda will be queued in the order they were input prior to the meeting.

l) Supports joining meetings or watching livestream/recorded meetings with any device

OneMeeting is device-agnostic, fully responsive, multibit rate and works with all current web browsers. We no longer support Internet Explorer because it has been deprecated by Microsoft. We do support Edge, Chrome, Safari, Firefox, and other Chromium-based browsers. Our recommended browser is Chrome for best performance.

m) Ability to add a motion during a live meeting

The OneMeeting live meeting interface for Board members allows elected officials to see the current item with links to all supporting material. They can also request to speak, move or second a motion, and vote on items that are called for a vote.

4. Workflow and Approvals

a) Automated Department Workflow for items based on the type of item being created with the ability to override or modify workflows on the fly as needed.

OneMeeting's user-friendly workflows are tightly integrated with built-in customized templates/forms, triggering a workflow process based on multiple factors.

Built-in tools such as comments, signatures, redaction tools, highlight, strike through, font, size and Microsoft Word integration allows users the editing tools to make their work easy while allowing for administrator control and assignment of roles.

b) Ability to redirect workflows to a proxy when they are away from the office or ability to grant overrides for substitute approvers.

Admins can override logins and individual users can designate people as substitutes when they are out of the office.

c) Ability to create tasks/notes

OneMeeting workflows and security levels can assign tasks and security at both the individual and group levels. The Task page in OneMeeting Agenda Automation will allow the originator to see any item that they submitted for approval. OneMeeting also allows for private notes/ annotations to be attached to each item by individuals on mobile or client devices.

d) Ability to view real time workflow progress

OneMeeting Agenda Automation provides the ability to view the status of an item and who is currently needing to review and approve.

e) Robust and flexible workflow to submit, track, modify, approve and monitor the progress of agenda items. Should include notifications to approvers as the items pass through the workflow.

OneMeeting provides powerful and flexible workflows with built-in customized templates/forms, triggering a workflow process based on multiple factors.

Workflows automate many tasks, approvals, collaboration, and editing. Staff can create a peer review group as part of a workflow that allows reviewing or editing permissions for staff members without disrupting the standard approval process if permissions allow.

Built-in tools such as comments, signatures, redaction tools, highlight, strike through, font, size and Microsoft Word integration allows users the editing tools to make their work easy while allowing for administrator control and assignment of roles. We have several email notification options from letting a user know that an item is in their queue to escalating it to their manager if they have not approved it on time.

f) At-a-glance status indicators which show agenda administrators the progress of agenda items passing through workflow. Users should not have to click into each individual item to find the status of the item.

Agenda forecast reports can be run based on date filters or for a specific meeting. This report can filter down to one meeting body, across multiple departments, or multiple meeting bodies. Our task list can show the status of agenda items by individual user, departments, or all items. This report can then have custom field for you to sort on to drill down into additional variables such as rushed items or item type, for example.

g) Ability for City Clerk to skip users in the workflow

Workflows are tied to forms/templates used by individual users. However, peer review and flexible workflow designation allows users with permission to reroute workflows if needed.

h) Agenda can be edited an any point in the workflow

This is a standard functionality. Agenda items can be created and edited with attachments in the agenda screen/module, with revision control. You can edit items directly in the form and have the form itself route and with our Word integration you can use full Word functionality to edit your staff reports and have things like track changes show on your screen in the system.

i) Audit trail

Key actions performed by a user appears in an audit log. We can adjust the definition of key actions based on feedback from the City if needed.

5. Technical Requirements

a) Ability to Handle 20 Commissions/Boards +

OneMeeting provides unlimited number of boards, meeting types, and meetings in the system. A standard implementation includes 4 meeting types per meeting body. Additional meeting bodies built by us may require an additional cost. There is no limit to the number of meeting types built by the City.

b) Unlimited video hosting including but not limited to livestreaming, production of video minutes and the archive of files

The Granicus Encoding Appliance is designed and built to provide government organizations with a complete streaming solution. Each pre-configured Appliance is delivered ready to stream. Full Appliance control is available through a web browser or locally installed client application.

The Granicus Encoding Appliance can be configured to store up to 1 TB of your most recent archived content, and standard encoding bitrates use approximately 1 GB of disk space for every 2 hours of content. Granicus Cloud Storage is unlimited.

c) Ability to Stream Live Meetings to Multiple Social Media Platforms

There are multi-casting capabilities with the Granicus encoder.

d) Video hosting compatible with online meeting software (i.e. GoToMeeting, YouTube, Facebook)

MediaManager publishing points are web addresses you create to link to your meeting's live stream, recorded video, or particular meeting encoders. After a meeting has been recorded and indexed, users can click to specific items within the minutes and be taken to that portion of the video and can share and embed that specific portion of the meeting.

Users can download the entire meeting and the mp4 file could be uploaded to other sites; however, individual segments of a particular video cannot be downloaded.

e) Playback audio & video files without requiring specialized software

This is a standard functionality.

f) Cloud based platform

The proposed solution is cloud-based.

g) Transfer of historical video, agendas, minutes and packets

Historical agendas and minutes may be manually imported but may not retain any linked information such as supplementary documentation. All PDF documents will retain all information upon import.

There is no additional cost when this is completed by the City of Pekin, IL/your agents. Any data migrations run by Granicus will incur a cost.

Granicus does have a Data Migration group that can assist with migrating data from any system into OneMeeting. Prices range varies by complexity and starts at no cost. If you are interested in having us migrate your data, it is best to have a review of the request with our Data Migration Team.

h) Unlimited Data Storage and unlimited Data backup

OneMeeting provides unlimited data storage for its clients as part of our standard solution offerings.

i) Municipal website Calendar and Search

The OneMeeting Public Portal easily integrates with our clients' websites through direct link or iframe at their discretion. The search and browse capabilities for documents and files would appear seamlessly within the client's website. All documents are OCR'd upon publication and then OneMeeting's search will do a full text and metadata search. Search filters include dates, date ranges, titles, keywords, Committee types, item types, tracking numbers, sponsors, and more. A calendar of meetings is also available.

j) Continual Training and Support

Please see our sections on Training, Updates, and Support for more information.

k) Public and Private Portal

The OneMeeting solution includes a Public Portal that can be inserted as an iFrame or a full page from a link directly within the Client website. Within the Public Portal, users have feature functionality that includes organized public meetings with

agenda, minutes, packets, and video content as well as an advanced search capability for all meeting content, including OCR'd PDFs. The portal also provides the ability for constituents to search the legislative history of an agenda item showing virtually all the information the system knows about the item. This includes the meeting history, voting records, speakers, and video specific to the item.

l) Ability to publish Notices and Public Hearings

Agendas, Minutes, and public hearing notice publication can be automated using a publishing schedule or manually published. Publication can also happen in stages. If Cambridge prefers to send a draft agenda out internally prior to publishing out to the public, this can be done within the publishing area of OneMeeting.

m) Prefer Online Codification Integration

If selected, Granicus welcomes the opportunity to discuss this further and better understand the City's needs around municipal code integration and if there is a preferred vendor.

n) Prefer LaserFiche Integration

OneMeeting has an out-of-the-box integration with Laserfiche. Documents can be published to selected Laserfiche folders when published from OneMeeting. Laserfiche folders can be accessed to select files to upload when adding attachments to sections and items in OneMeeting.

o) Ability for City Clerk to control user logins and role-based permissions across groups of users or individual users. Permissions should be variable by meeting type.

Permissions are applied at the user level and can be applied to meeting types, workflow tasks, or individual functions (operations) within the system.

p) Support for multiple meeting types

OneMeeting supports unlimited meeting types.

q) Document tracking/history beginning to end in real time

OneMeeting displays both the status of an agenda or item (draft, revision, or approved/final) along with the version and full legislative audit history.

r) Live streaming with optional closed captioning services per ADA Standards (please describe your service offering)

The Granicus solution enables clients to stream events live with on-demand links to audio and video archives. Granicus can provide meetings with closed captioning as a professional service and captions are synchronized to meeting webcasts and can be recorded in real-time or added to an archived event.

The Granicus Encoding Appliance supports video with closed captions; however, a separate customer-supplied closed captioning encoder is required if those captions are also sent to a TV network of any kind. Captions are extracted by Granicus and displayed below the video. Post-event, captions are uploaded and become fully searchable. This works with VANC stored captions as part of the HD-SDI stream or with captions embedded on line 21 for SD-SDI.

s) On demand videos

The Granicus solution enables clients to stream events live with on-demand links to audio and video archives.

t) Archive of Past Meetings with Agenda, Packets and Video

OneMeeting provides ongoing archival capabilities in its Public Portal for agendas, minutes, and videos as the meetings take place over time.

u) Full Search Capability of Current and Archived Items, Incorporation of tags, metadata, or other methods to improve search results for internal and external users

OneMeeting's software provides a full search engine for both the users and citizens.

v) 99% or better Uptime for durability

OneMeeting has a target uptime of >99.95% measured monthly. This time excludes any planned maintenance that have been identified to our clients. OneMeeting uses Microsoft Azure, and all data is backed up and stored in multiple locations in real-time.

w) 3GB or better bandwidth availability for streaming meetings

Granicus' hosted infrastructure offers unlimited bandwidth, storage, and the highest security standards through a cloud-based platform. Internal views can be limited by the City's internal internet bandwidth.

x) Multi-site redundant full Cloud Hosting

We run in Azure App Service which auto-scales infrastructure (adds/remove nodes from the cluster dynamically per capacity demand). The cluster runs behind a load balancer. If any node were to fail, Azure App Service would automatically remove it from the cluster and replace it. Azure SQL and Azure Blob Storage are both highly available services consumed from Microsoft, that employ redundant storage for redundancy purposes.

y) Option to host or integrate a stream

The Granicus Encoding Appliance is designed and built to provide government organizations with a complete streaming solution. Each pre-configured Appliance is delivered ready to stream. Full Appliance control is available through a web browser or locally installed client application.

The Appliance can be configured to store up to 1TB of your most recent archived content, and standard encoding bitrates use approximately 1GB of disk space for every 2 hours of content. Granicus Cloud Storage is unlimited.

With the Granicus H.264 solution we use push streaming. Streaming at standard bitrates requires 650 Kbps upstream. In addition to a single stream to Granicus for unlimited public viewing, the Appliance can provide local, live, and on-demand Unicast streaming for up to 50 internal viewers.

All initial viewing requests are made on a Granicus-hosted webpage, which examines the public IP address of the request. Viewers determined to be public, or outside the local network, are served the stream directly by Granicus, and internal viewers are transparently redirected to the Appliance on the local network.

z) Web Browser based searchable agenda and minutes database with possible iframe support

OneMeeting's software allows for publishing of the agenda and the full packet to the board login as well as the public portal. The Public Portal can be inserted as an iFrame or a full page from a link directly within the Client website. Within the Public Portal, users have feature functionality that includes organized public meetings with agenda, minutes, packets, and video content as well as an advanced search capability for all meeting content, including OCR'd PDFs.

versions are kept. When opened, the status of an agenda or item (draft, revision, or approved/final) will display along with the version and full legislative audit history.

Supporting documents may be linked to specific items in the agenda; these links will remain if the agenda is used to generate meeting minutes. Auto-generated minutes may be rearranged and formatted as necessary to reflect the actual order of the meeting. Agenda items may be searched by any indexed category including, but not limited to, date range, key words, title, content, or legislation number.

OneMeeting features integrations with Google Translate and Office 365. The translation integration allows the City to translate our HTML agenda into over 100 languages with a single click, drastically increasing access to agency information for more people. City users can translate their individual submissions using OneMeeting's Office translation tool into Spanish or other languages, so individual submissions can be available in multiple languages within the final agenda.

Agenda Compilation and Publishing

Once an agenda and all its supporting materials have been added to the system, the Client can compile them into a packet with the click of a button. That packet, as well as the agenda, can be published to the Client website with another click of a button.

The format for the published agenda is configurable - including customizable, automatic numbering for each item and automatic insertion of blank PDF pages for printing and includes all of the industry-standard programs such as HTML, PDF, and Microsoft Word. Both the agenda and the packet are automatically collated for printing or publishing. Internal and external users can download, print, and export/share the agenda as a Summary Agenda (without the attachments) or as a complete packet (with attachments) from the web-based application.

OneMeeting's state-of-the-art agenda compiler automatically checks each item in the packet for errors. Should an item cause an error during compilation, the system will flag the item and notify the user. This makes fixing the error simple and effective, saving hours of time and effort that would otherwise be wasted by manually searching for problem.

OneMeeting also supports unlimited meeting bodies, allowing each Board and Commission the unique permission levels to create and publish their own agendas and minutes. Publish dates can be controlled by each Board and Commission to meet State requirements.

Automatic Electronic Signatures

OneMeeting offers the same functionality that electronic signature solutions provide without the need to manage and login into multiple solutions. The ability to electronically sign documents within the application is controlled by the workflow system. Users can designate the signature's location and the required signee.

Moreover, controls within the workflow allow for iteration and finalization of the document before it reaches the signatory for final signature. This eliminates the need for multiple steps of finalizing a document within the document management system as

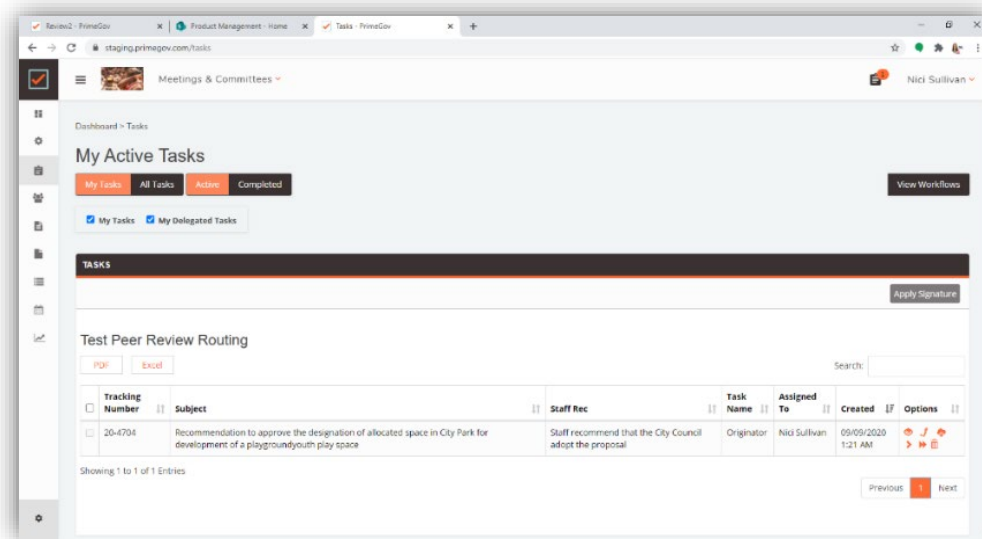
well as needing another application for electronic signature. OneMeeting offers both functionality within the same process and in the same system.

Key Module: Workflow

The OneMeeting Workflow module allows for the automation of virtually any business process. This means that not only can it be used to track and manage the submission of agenda items, but it can also be configured to automate the processes surrounding meeting such as forward planning, scheduling, notifications, agenda review, agenda distribution, citizen input, meeting actions, and staff follow up after the meeting.

Included Features:

- Automatic initiation of workflow when an action request is submitted electronically
- Automatic text replacement shortcuts such as financial formatting, committee/ councilor names, and title prefaces
- Easy document routing for review and approval
- Document versioning and track changes
- Role-based permissions for editing and viewing privileges
- Automatic notification via email or workflow queue
- Parallel work process
- User friendly administration
- Unlimited workflows can be created to automate any process
- Reporting
- Real-time monitoring of flows to show where action requests are in the process
- Deadlines can be set for tasks to be completed



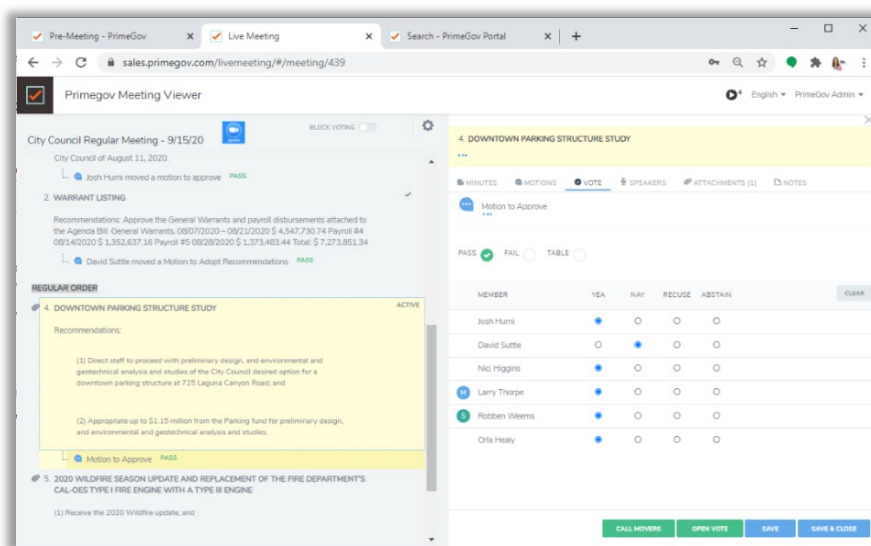
The OneMeeting Task screen allows staff members to see what tasks they've been assigned and the status of any documents they have submitted in the workflow. Shortcuts and sub-menus within the Task menu help streamline navigation and quick actions such as signatures or approvals.

OneMeeting workflows and security levels are highly flexible and can assign tasks, priorities, and security at both the individual and group levels. Creating, tracking, and prioritizing an item for inclusion on the common agenda is simple and efficient when utilizing the workflow's parallel work process and real-time status updates. Highly editable, custom workflows would also allow for easy maintenance of the list of pending agenda items to ensure nothing gets left out of the next meeting.

The OneMeeting workflow system allows for easy, visual changes to business rules as needs grow and evolve. These changes can be made without impacting in-flight work. Peer Review adds an additional level of inter-departmental review prior to moving on to the next approver in order.

Meeting Management

During a meeting, all roll calls, motions, votes, minutes, notes, actions, and video streaming can be performed with ease. The OneMeeting real-time meeting management tools provide a single interface that allows all aspects of the meeting to be managed, often by a single user. This includes such actions as starting/ stopping the speaker timer, pausing, or starting the video during recesses, and taking meeting minutes. OneMeeting can import the agenda into the minutes application to use as a minutes template. Real-time meeting management tools such as roll call, motions, votes, notes and speaker names populate automatically as text in the minutes. Information about the current item, speakers, motions, and votes can be displayed in the meeting or online via the public portal in real time.



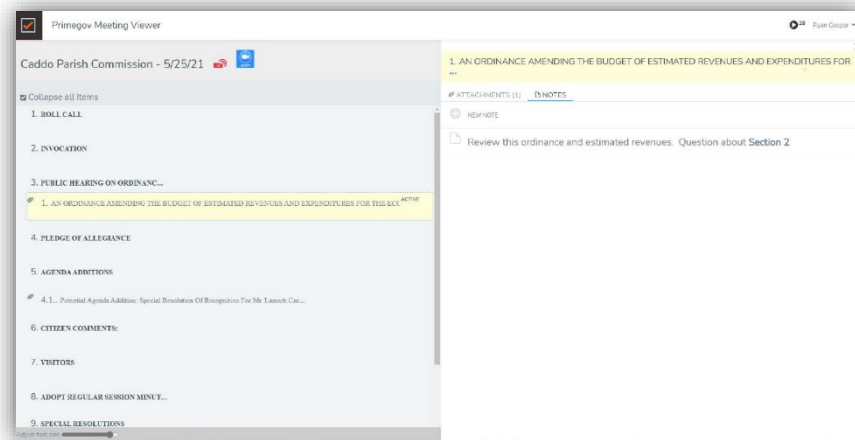
The OneMeeting live meeting interface for Board members allows elected officials to see the current item with links to all supporting material. They can also request to speak, move or second a motion, and vote on items that are called for a vote. As OneMeeting is a web-based solution, Board members may access the interface from within the meeting or remotely.

Citizens can also participate in conversations with other citizens and leave comments about the meeting as it progresses via the public portal. All the comments, conversations, and information about the meeting and specific agenda items can be archived and stored or made available to the public post meeting as part of the meeting page or legislative history if the Client chooses to do so. In addition, a Speaker Management system is built in that allows for speakers to sign up for a topic they want to address the board about. Once they begin speaking a user can start the timer, so they know when their time is up.

Key Module: Meeting Viewer and Annotations

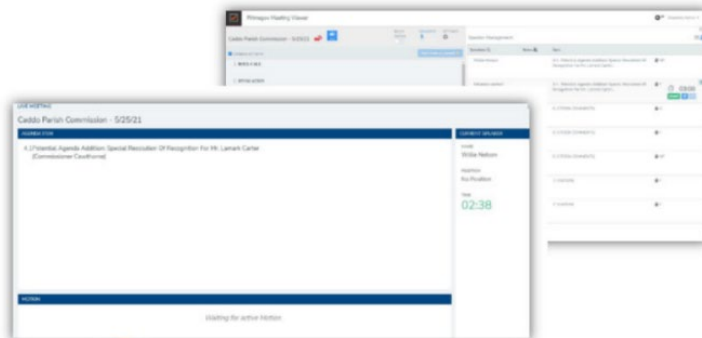
The OneMeeting Meeting Viewer is provided with the solution. Meeting Viewer allows users to view different document types without having to have the native application on their device. It also allows users to annotate their copy of the agenda and supporting materials. Some of the annotations included are notes, highlighting, redaction, signatures, and more.

When a user annotates their copy of the agenda, they will have their annotations on the agenda when they log in for the meeting. Because the OneMeeting solution is 100% web-based and has been designed with mobile-first technology, users can access the system from any device that has a web browser.



Key Feature: Speaker Management

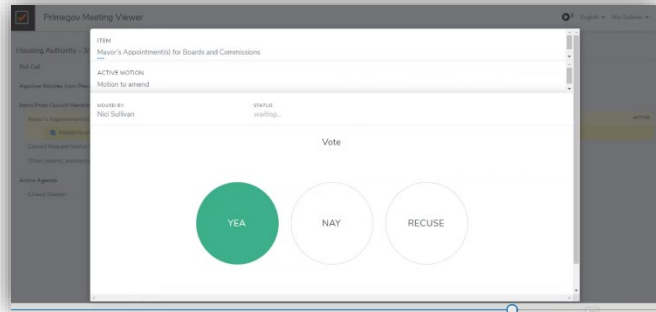
A speaker management interface is included as part of Meeting Management and includes a timer that can be displayed in chambers. Speaker Management can be configured in a couple different ways. Members of the public that would like to speak on a particular item can either sign up online, and be automatically added in the system, or can be manually added by the clerk or other user that is managing the meeting in the system. How they are placed in the system is completely up to the Client. Once it is time for the speaker to start talking the clerk or other user can start the timer. Additional time can be added if needed.



Member Voting

The Meeting Management interface known as Meeting Viewer also provides a means for the members to record their vote during a meeting and offers the ability to communicate the voting process of agenda items to the public. This solution allows voting members and support personnel the opportunity to electronically view items and supporting

documentation on the agenda and to electronically cast votes on motions. The Voting solution provides an automated and effective approach to recording the events of the meeting to make it easy for the supporting personnel to follow along and manage the meeting as it is in session.



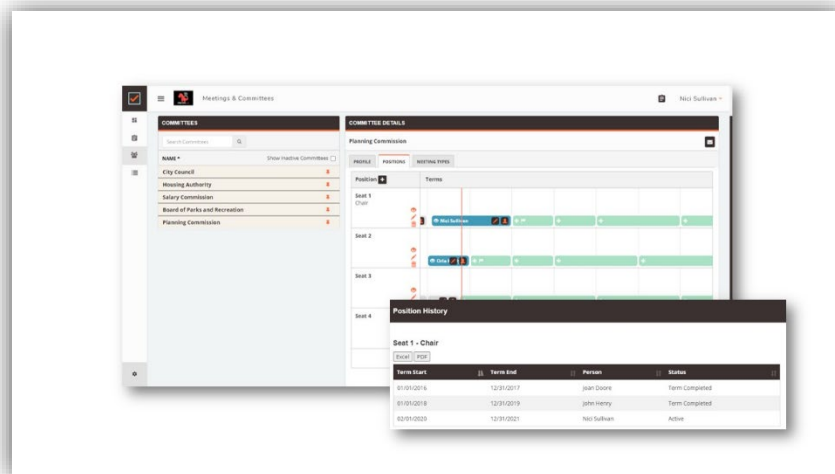
Committee Management

OneMeeting has integrated the management of boards and commissions as a core part of our solution. It is not a separate module or an afterthought, it's built right in. Viewing, editing, and adding committees, boards, members, or positions, has never been easier. In one succinct view, a user can take care of all committee tasks efficiently and effectively. They can quickly create initial and subsequent terms, and even split terms if a seat becomes vacant mid-term.

Citizens can easily apply for vacant positions through fully customizable online forms. The application will be efficiently routed through the designated approval process using the workflows from the agenda automation. Once an applicant is selected, acceptance or rejection letters can be sent to multiple or individual applicants through the Committee Management's notification system.

Customers can create meetings customized to a committee's schedule, including the ability to specify the exact cadence, time, and location of meetings. Once the meeting is scheduled, the OneMeeting Committee Management will keep committee members regularly informed about their upcoming meetings. Committee members have access to their schedule and meeting materials on their mobile device so that they are always informed wherever they go.

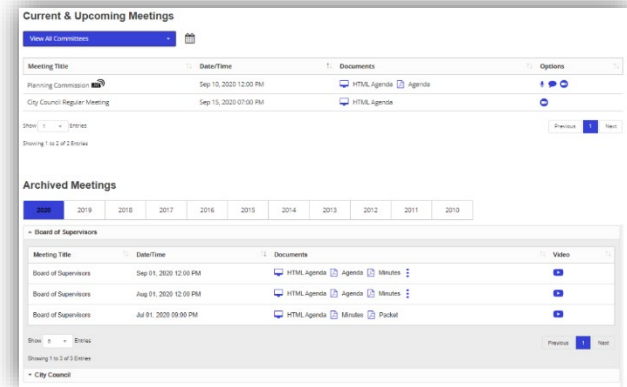
Integrating Committee Management as a core piece of the software allows an unlimited number of meeting types to be created for each committee. Each meeting type can have a variety of templates (agenda, minutes, action summary, confidential, etc.) that allows for maximum flexibility without duplicating data entry or administrative efforts.



Public Portal

The Public Portal can be integrated directly within the Client's website, providing a seamless look and feel. Constituents can search for and view meeting agendas, minutes, supporting materials, and video/audio. The portal also provides the ability for constituents to search the legislative history of an agenda item with a unique ID showing virtually all the information the system knows about a particular item. This includes the meeting history, voting records, speakers, and video specific to the item. All documents added to the system about the item are OCR'd for full text or highlighted search for additional information.

An internal portal can also be used if the Client would like to publish specific information internally prior to it being made available to the public.



Data Migration

We have developed custom data migration tools to transfer the Client's data from Granicus into the OneMeeting system to ensure the Client keeps all its meeting information and videos. Granicus will work with the Client to establish the scope of migration which varies based on volume of data and current systems.

The migration tool can access the data (read-only) to pull it from the current system and bring it into the OneMeeting system. We conduct each migration with three stages followed by a validation period:

1. Meeting Records

We start with meeting records so we can add videos, metadata, and attachments in the next stages.

2. Metadata and Attachments

The last meeting details brought over are attachments and metadata, such as items and sections.

3. Video Uploads

This stage brings over videos – this is limited to a maximum of 95 per day, per YouTube.

4. Data Validation

This stage confirms data and resources were correctly transferred.

Global Features and Services

Standard Reports

The OneMeeting reporting engine allows users to configure reports on any data stored in the system. Users can create “views” using system tools then use those views to create their own report. Standard reports are also provided and include:

- Committee Member Reports
- Committee Vacancy Reports
- Vote Records
- Attendance Records
- Audit report (login, adds, deletes, etc.)
- Usage Reports (Items Submitted, Items Approved, Review Time)

All reports can be exported to PDF. Users can filter and re-run standard reports or save them.

Custom Reporting

The Committee Management module's robust programming makes generating detailed reports quick and easy. The custom reports can be tailored to include specific information such as composition and demographics of the city's various boards and commissions, including information pertaining to their gender, race, veteran status, disability status, address, and city district of residence while still differentiating between applicants and confirmed appointed persons.

Future developments scheduled for mid-2023 include dedicated Demographic Infographics, making demographic information easily accessible through the dashboard environment.

Mobile Accessibility

As a completely web-based solution, anyone with appropriate permissions can view and access the agendas, minutes, and supporting documents from any device that has a web browser. The solution has been designed with mobile-first technology so that the product displays and scales appropriately depending on the device the user is viewing it on. OneMeeting strives to be ADA and WCAG compliant.

Open API

The OneMeeting Legislative Management Suite is driven by Restful Web Services. This allows virtually anyone (other software vendors, open data developers) the Client allows to consume the data available in the system. Access is controlled by the Client and the available “datasets” are published by the Client, just like publishing an agenda.

Project Team

Name and define the different roles in your company's project team.

We staff our teams based on project complexity and strive to keep our project teams as small as possible. Once a Scope of Work is defined and a contract is signed, we can provide resumes from key personnel. Client resources assigned to this project shall be fully capable of performing assigned duties, fulfill project commitments and communicate with Granicus team members effectively.

Your Granicus Project Team includes a dedicated Project Manager, Implementation Consultant, and Technical Lead. Throughout the project, our team's goal is to ensure a successful, on-time Go Live of the OneMeeting system and long-term successful use. All proposed services are proprietary and would be provided by Granicus. We will not have any sub-consultants for the currently specified Scope of Work.

The Granicus Project Manager will be responsible for leading the project to drive dates, deliverables, and completion of the project. Our team will partner with the assigned Client Project Manager during the entire project cycle to ensure transparency, accountability, and successful completion of the project.

Client Team

It is important for the City to create a solid project team for a successful OneMeeting implementation and wide adoption of the solution. Recommended project team roles include:

1. Project Manager: Someone who manages the Client team's performance of project tasks and secures acceptance and approval of deliverables from the Client stakeholders. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues, and, in general, making sure the project is delivered on schedule and within scope. The Project Manager will have signature authority for the acceptance of deliverables by Client. The Project Manager's responsibilities will also include, but not be limited to:
 - a. Collaboration with Rock Solid resources on the project schedule deliverables.
 - b. Coordination with key stakeholders, representatives, and decision-makers.
 - c. Facilitation of timely decision-making and resolution of issues; and
 - d. Coordination of Client resources for decision-making, project management, testing, training, etc.
2. System Administrator: Someone who is closely involved with the legislative process: from the approval process of legislation to the creation of minutes. This person should consider him or herself computer-savvy. The System Administrator is responsible for maintaining the administration tab, managing the configuration

of the system, user management, etc. in OneMeeting. The System Administrator's responsibilities will also include, but not be limited to:

- a. Collaboration with Rock Solid resources on the project schedule deliverables.
 - b. Serving as internal resource to OneMeeting users; and
 - c. Coordination with key stakeholders, representatives, and decision makers.
3. IT Lead: This person works closely with the Project Manager to ensure that OneMeeting is deployed properly and helps solve IT issues that might arise.
 4. Subject Matter Experts: It is important that Subject Matter Experts—such as the Clerk, department management and staff, and the City Manager—are an integral part of the Project Team to consult on the legislative process of the Council, from the approval process of legislation to the creation of minutes. These people may also be responsible for indexing the recording during the meeting if video/audio recording is involved.
 5. Backup System Administrator: This person will serve as support to the System Administrator and preferably has a solid understanding of the legislative process of the Client jurisdiction—from the approval process of legislation to the creation of minutes—as well as a good level of technological skills.

Explain how your project team will communicate with the City of Pekin and keep track of the development progress. List specific team leaders, including: Name and title, description of role, qualifications and experience.

Our project managers and customer support team are fanatical about your success and will go above and beyond to support you. We will continue to proactively check in throughout the implementation process to ensure that implementation stays on track.

Please note that project team members are subject to change based on time and resource commitments. Any staffing changes will be confirmed prior to the start of the project.

Name and Title	Project Role	Summary
Erin Pardue Strategic Account Executive	Executive Sponsor	Oversees project health and customer satisfaction. Ensures customer stakeholders receive optimal service per agreement. Primary point of contact for solution design and pricing.

Larry Thorpe Technical Lead	Implementation Consultant	Configuration, testing and technical guidance
Padraig Supple Project Manager	Project Manager	Primary point of contact focused on project management, discovery, and training of overall solution
Sydney Erickson Support Analyst, Team Lead	Support Lead	Primary point of contact for continued support

Implementation Plan

1. Provide a sample timeline outlining major activities, tasks, deliverables, and resources

The average time for implementation is 24 weeks, and this is largely impacted by the availability of Client resources. Work is typically performed according to the target milestone timeline below, based on projects like yours. Timelines may change based on mutual agreement between Client and Granicus.

Phase 1: Project start-up (2-8 weeks from contract execution)

During the creation and design of your agenda management system, your dedicated account representative will introduce you to the rest of the deployment team. Your deployment team (of one or more specialists) will consist of a combination of Business Fit Analyst, Project Manager, and Trainer.

Over the course of several Needs Assessment Calls (NACs), we will discuss and document any special requirements for workflow, automated document assembly, or role assignments as well as specified report customization.

During this phase, we can offer a guided tour of a demonstration site for City staff to try out different features and explore the available functionality.

Phase 2: Configuration and deployment (3-16 week(s) from contract execution)

After initiating the configuration criteria into the database, we will work closely with your Administrator to review all workflows and system settings. The goal of these meetings is to verify your most pressing business issues and workflow processes and make certain to verify the specifications and design of system configuration items.

Phase 3: Training (20-24 weeks from contract execution)

Granicus will conduct training for Client-identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to your legislative business processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client.

Granicus will authorize Client to record training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes. Granicus software instructors will begin training the anticipated users on the system's functionality and how the agenda management components can work together to achieve the best results.

Training is delivered in a combination of formal training classes and free-form assistance or 'help-desk' sessions. Online Administration and user instruction is included. Please also note ongoing support and instructional materials are available to our clients following the implementation of the system.

Phase 4: Project Closure/Transition (Approximately 24 weeks from contract execution)

Success of the project is dependent on both Granicus' and the Client's commitment to collaborating and performing the tasks and obligations as described in the final Scope of Work. Both Granicus and the Client shall provide reasonable turnaround times (to be mutually agreed upon) on critical decisions, information requests, and approvals that are required to ensure that project tasks and deliverables are completed on time.

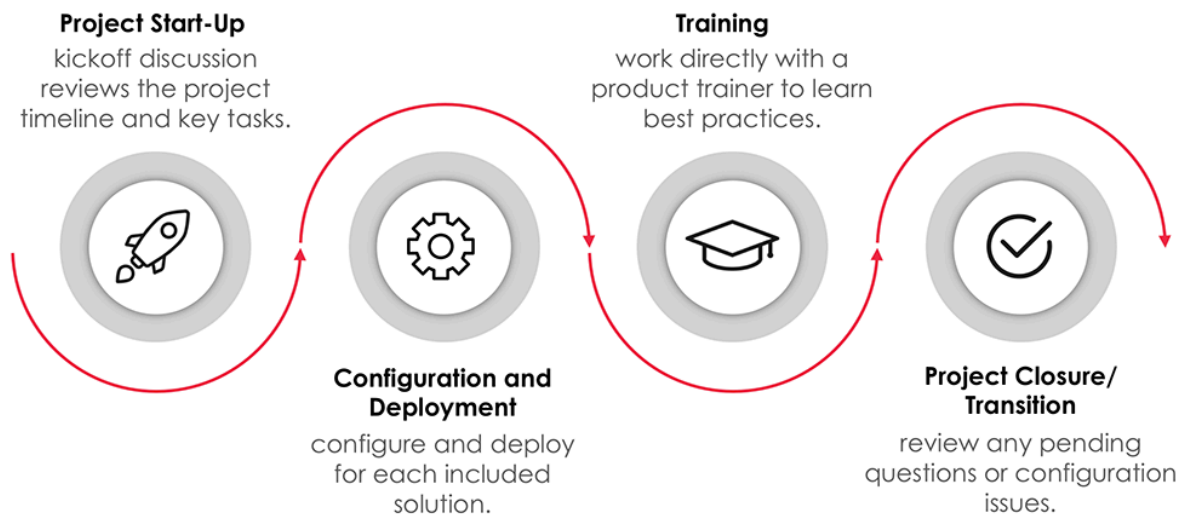
When a project enters the Project Closure phase, the Granicus project lead will introduce the client team to the Customer Support and Customer Success teams. These teams ultimately become the primary points of contact for all customer interaction once a solution has been fully configured and deployed. The Customer Support and Success teams act as the client's internal advocates for the remainder of their lifecycle with the company.

2. Detail your overall implementation approach to ensure a successful go-live

The Granicus Project Management methodology is designed to be consistent and repeatable, with one of our experienced Project Managers or Implementation Specialists/Consultants guiding the client team through every step of the process.

Each Granicus solution has specific elements that need to be addressed during the delivery process but generally our projects all proceed through a similar set of completion milestones: Project start-up, configuration and deployment, training, and project closure/transition.

Once all relevant issues are resolved and the client team confirms acceptance, the project will be formally transitioned out of the professional services team and handed over to our customer support and customer success teams.



3. Describe the consulting or other professional services offered by your firm during implementation to ensure the City of Pekin receives best-practice advice and guidance to ensure the Agenda Minutes and Management Software is configured to meet the processes and project goals.

Our team brings industry best practices and product expertise to all sessions to ensure we are creating an effective and collaborative partnerships with our clients. We continue develop and improve our services as we listen and learn more from each organization that we support. A detailed approach to our training/consulting program is shown in the next field.

4. Explain your training approach and how you ensure users are prepared.

Granicus will conduct training for Client-identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to your legislative business processes. Scheduling of all training sessions shall be coordinated with and approved by Client.

Training Day	Audience(s)	Training Session	Length	Description
1	System Admins	System Management: Session 1	90 mins	This is the first of two sessions for system administrators only. This training will dive into the Admin area in the OneMeeting system and cover "maintenance" or "system upkeep" responsibilities like updating positions/ user access/ meeting roles/ etc.
		System Management: Session 2	90 mins	This is the second of two sessions for system administrators only. This training will continue from the first admin session.
2	Clerks/ Staff, System Admins	Building an Agenda: Submitting Items and Managing Task Lists	90 mins	This session will cover all areas of building an agenda before the meeting. We'll start with submitting an agenda item through a form all the way through managing tasks and moving items through the workflow to ultimately make it onto the agenda.

Training Day	Audience(s)	Training Session	Length	Description
		Finalizing an Agenda and the Live Meeting	90 mins	This session will cover all areas of finalizing and compiling agendas to the public before a meeting. We'll also dive into a live meeting covering your steps right before the 'go-live' and during the meeting actions. Come ready to participate and get familiar with the live meeting system.
		Post Meeting Processes	60 mins	This session will cover post-meeting responsibilities. Topics like post-meeting clean-up, time stamping videos, and compiling Minutes and Packets to publish publicly will all be covered during this session.
3	Clerks/ Staff, System Admins	Mock (short) Live Meeting #1	120 mins	This will be the first of two practice walkthroughs of a live meeting. This is interactive, mimicking the behaviors and actions of a meeting like activating items, roll call, minutes and motions, etc. Includes Q/A session.
4	Council Members (Council members attend only 1 session), System Admins	Council/Committee Member Training (Group #1)	60 mins	This session is for the first group of council and committee members. We will show council members and committee members how to use the OneMeeting system for their meeting participation. We'll cover viewing agenda details along with voting and using Zoom, if you're virtual. Voting devices are required for this session for each member. Each member should attend only one of the council member and committee member trainings.

Training Day	Audience(s)	Training Session	Length	Description
				There should be no majority of council members present.
		Council/ Committee Member Training (Group #2)	60 mins	This session is for the second group of council and committee members. We will cover the same details as with the first group.
	Clerks/ Staff, System Admins	Mock (short) Live Meeting #2	120 mins	This will be the second of two practice walkthroughs of a live meeting.
Misc.	TBD	TBD	150 mins	This is a 2.5-hour bucket of optional training sessions to be used at the discretion of the project team.

5. Outline your strategy for training future employees to use the software.

Client will utilize a train-the-trainer approach for end user training. Granicus will authorize Client to videotape training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes.

Self-Service, Ongoing Training, and Supporting Documentation

Our online knowledge base containing user guides, FAQ's, training videos and other self-help information is available online at <http://support.granicus.com>. This also includes the ability to directly submit suggested modifications or new feature requests to our Granicus development teams.

Ongoing live support, training videos, product updates and supplemental online courses are all provided as a part of your ongoing subscription. However, beyond the Customer Success Consultants annual success call you can acquire additional onsite training or support if desired as a billable professional service.

Ongoing Support and Hosting Services

1. Describe ongoing support processes, procedures, and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, including support available to individual users, response time commitments, and escalation of procedures.

We provide 24/7/365 technical support to take full responsibility for maintaining and monitoring the technology that powers your solution. There is no additional cost for support.

The Granicus Customer Support Team is focused on a single common mission: provide our clients with high quality, responsive support across all our product families. We are a diverse team of dedicated professionals driven by the mission and call to public service who strive to be on the cutting edge of technology and innovation.

We employ a large and distributed team of support representatives, senior representatives and team leads across the U.S. and the U.K. with our primary locations in Denver, Colorado and St. Paul, MN.

We also employ a host of tools and systems that enable our team to better support our customers, including skill-based call routing, a centralized ticketing system, a robust knowledge base, remote support, and desktop tools, and 24/7 monitoring of our cloud-based infrastructure.

Our standard support structure includes various ways to contact us:

Regular Support Hours (Phone, Email, Chat):
Monday-Friday, 9AM EST – 9pm EST

Extended Live Meeting and Video Streaming Support (Phone, Email):
Monday-Friday 9PM EST - Midnight

Phone:
(800) 314-0147 (US)
+44 (0) 800 032 7764 (Europe)

Granicus Support Portal - [Support.Granicus.com](https://support.granicus.com)

The Granicus support portal is your 24/7 resource for user guides, knowledge base articles and training videos for all of our product offerings. Additionally - our users can sign up for weekly webinars/how-to sessions led by our support and services team. Users can also initiate a chat session with a live support agent during our standard business hours.

Granicus System Status

Granicus customers can opt-in to receive email and or SMS text alerts to our online status page (status.granicus.com) that provides real-time information around product releases, service disruptions and outages for all of our products. Granicus support and engineering provides for 24/7 response and monitoring of all cloud-based systems and

software. To ensure that each support case is handled efficiently, we commit to the service levels listed below.

Priority 1: Emergency

Initial response: Within at least one hour

Severe application problem that causes productivity to cease for a large number of staff or complete loss of service to either website or intranet (application-related site outage).

Examples:

- Web server is running but application is non- functional
- SQL-server errors not related to hardware

Priority 2: High

Initial response: Within at least four business hours

Application or service is degraded but is available. A work-around is possible or a brief loss of service is acceptable. Impacts only a small group or causes work to cease for an individual staff member.

Example:

Granicus site is operational but search, calendar or other modular functionality is impaired

Priority 3: Medium

Initial response: Within at least one business day

Moderate business impact: issues have affected productivity. A work-around may exist or the problem is for a non-business-critical task.

Examples:

- File attachments won't upload
- Text is not rendering correctly

Priority 4: Low

Initial response: Within at least three business days

Limited business impact. Requests can be scheduled.

Examples:

- Programmatic change to back-end or front-end to improve efficiency
- Distribution of all patches and upgrade

2. The City of Pekin prefers cloud-based solutions.**If proposing a cloud-based solution, include:****a. Describe the proposed hosting services and associated ongoing service level commitments**

Our Service Level Agreement is included as an attachment.

b. Describe any storage limitations on the amount of data to be housed

Granicus' hosted infrastructure offers unlimited storage and the highest security standards through a cloud-based platform.

c. Describe restrictions to how long data can be stored

As data storage is not limited, data can be stored as long as the City needs.

d. Describe security, backup, and disaster recover processes and procedures

Granicus does have an existing disaster recovery plan for its entire platform. This documentation is considered commercial in confidence though, and as such, we don't release it outside of the company. We are happy to discuss our approach to business continuity with interested parties during a product demonstration.

e. Describe software release/update frequency and procedures to perform updates

All maintenance and updates are included in the OneMeeting subscription service. Granicus provides an average of 24 releases per calendar year. Our software handles all upgrade-related activities and requires no action from the customer.

All updates are automated using Microsoft automation tools. All release notes are freely accessible and stored in our online knowledge base. If a patch is defined as a hot fix and has a heavy impact on customers, it will be released as soon as possible with little-to-no down time.

Granicus uses an Agile project management approach to enhance and update our solutions on at least a twice-monthly basis, if not more often. We schedule our maintenance windows to minimize any potential disruptions to our clients while providing them with best-in-class, innovative software solutions. If system maintenance will affect system uptime, the customer will be notified in advance (if planned) or regularly updated with the system status (if unplanned).

f. Confirm the City of Pekin retains ownership of its content and will be able to export, download, or otherwise obtain a copy of the data at the conclusion of the agreement

The City of Pekin will retain ownership and access to the data captured by the system, both during and after the contract period. We will return all data upon termination as per the negotiated contract terms.

If proposing an on-premise solution, include:

Not Applicable – Granicus solutions are cloud-based.

- a. Describe the software release/update frequency and procedures to perform updates
- b. Technical specifications for the software including server requirements
- c. Describe any additional software/hardware required, including desktop software and plug-ins
- d. Any additional cost and processes required to run a development environment and/or disaster recovery server.

Investment Proposal

Comprehensive pricing is required. Pricing should include:

- **Development and implementation, including:**
 - Software licensing for an unlimited number of users
 - Any required hardware
 - Any required 3rd party solutions
 - Access to available API's
 - System design and configuration
 - Consulting services
 - Training services
 - Ongoing support and maintenance
 - Additional optional enhancements
 - Travel (if required)
- **Annual services, including:**
 - Hosting & security
 - Maintenance
 - Technical Support
- **Cost for future upgrades**
- **Separately list any optional project enhancements that you believe will benefit the City of Pekin's project.**

A completed Bid Form is on the following page.

Bid Form

Company Name: Granicus

Please provide a price to complete work identified in the scope of work above.

Total Price – Year 1	\$58,700.20
Annual Recurring Services – Year 2	\$35,375.03
Annual Recurring Services – Year 3	\$37,143.78
Annual Recurring Services – Year 4	\$39,000.97
Annual Recurring Services – Year 5	\$40,951.01

By submitting this bid form, you hereby proclaim that the submitted pricing is truthful and accurate.

Contact Name: Erin Pardue

Contact Title: Strategic Account Executive

E-mail: erin.pardue@granicus.com

Signature: Erin Pardue

Printed Name: Erin Pardue

References

Granicus has been named to Government Technology magazine's GovTech 100 list for the past 3 years. The GovTech 100 recognizes companies that are making a difference in the ways that state and local government agencies operate and serve their constituents.

Specific/complete client lists are not provided in responses to RFPs without a nondisclosure agreement in place. We have, however, completed the City's requested form for references and invite you to reach out to any or all of those current Granicus customers.

ILLINOIS PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	Galesburg, IL	55 W. Tompkins Street Galesburg, IL 61402	Orlee Lucero, 309-345-3676
2.	Orland Park, IL	14700 Ravinia Avenue Orland Park, IL 60462	Nabeha Zegar, 708-403-6286
3.	Park Ridge, IL	505 Butler Place Park Ridge, IL 60068	Leisa Niemothka, 847-318-5201

OUT OF STATE PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	Ashland, VA	121 Thompson Street Ashland, VA 23005	Doug Goodman, 804-798-8617
2.	Sunnyside, WA	818 E. Edison Ave. Sunnyside, WA 98944	Jacqueline Renteria, 509-836-63
3.	Longmont, CO	350 Kimbark Street Longmont, CO 80501	Dawn Quintant, 303-651-8647

Company Name: Granicus

Company Address: 408 Saint Peter Street, Suite 600, Saint Paul, MN 55102

Contact Name: Erin Pardue

Contact Phone Number: 909.641.5949

Contact E-mail Address: Erin.Pardue@granicus.com

CITY OF PEKIN

Signed: _____

Name: _____

Title: _____

Date: _____

SOFTWARE PROPOSER

Signed: _____

Name: _____

Title: _____

Date: _____

Additional Information

1. The proposal should confirm that neither the proposer nor any employee would be in a conflict of interest with respect to the proposal if the proposer were to be selected to perform the services required.

Confirmed.

2. The Proposer certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same software and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Confirmed.

3. All proposals will be property of the City of Pekin, IL.

Acknowledged.

4. The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview proposers, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful bidders.

Acknowledged.

5. It is the intent of the City that after the successful vendor has been selected, the City and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the City shall not be contractually bound to any bidder prior to the execution of such written contractual agreement.

Acknowledged.

6. Before signing a contract with the successful vendor, the City requires satisfactory proof that the vendor has adequate insurance coverage for the work to be performed under the contract.

Acknowledged.

7. By submitting a proposal, vendor certifies that the appropriate parties have carefully examined all the documents for the project, carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof.

Confirmed.

Proposed Legal Agreements

Granicus' proposal is submitted based upon a good faith negotiation of mutually agreeable terms and conditions upon award of the Agenda and Meetings Management Software RFP.

A Master Subscription Agreement is attached and contains the necessary provisions covering the products and services that comprise Granicus' proposal, and it is offered for consideration to the bases for such good faith negotiations. Additionally, attached is Granicus' evidence of insurance and standard Service Level Agreement.

Granicus is willing to negotiate any agreeable modifications to the Master Subscription Agreement. We look forward to engaging with you and negotiating the terms and conditions that will form the basis of our future relationship.

Exhibit A
Master Subscription Agreement
US/Canada

This Master Subscription Agreement (“**Agreement**”) is effective as of the date an Order or SOW (as defined below) commences (“**Effective Date**”) between the party procuring Granicus Products and/or Services (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company (“**Granicus**”).

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

“**Content**” means any material or data: (i) displayed or published on Client’s website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

“**Products**” means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

“**IP Rights**” means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

“**Order**” means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

“**Services**” means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

“**SOW**” means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement; and

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

- (i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;
- (ii) Use the Products as a door or signpost to another server;
- (iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;
- (iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
- (v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

- a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order (“**Initial Term**”). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.
- b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order will automatically renew for twelve (12) month terms (each, a “**Renewal Term**”) unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the applicable Term of the Order. The Initial Term and all Renewal Terms are collectively, the “**Term**”.
- c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the “**Termination Date**”), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.
- d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.
- e) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client’s right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client’s behalf absent separate written agreement and the payment of additional fees.
- f) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

- a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client’s access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the

Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes at least ninety (90) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password

protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

6. **Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. **Representations; Warranties; Disclaimers.**

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the non-conforming Services, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **“Deliverable(s)”** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client’s offices will comply with Client’s policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client’s travel and expense policy which will be provided to Granicus in writing (or Granicus’ policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **“Confidential Information”** means all confidential and/or trade secret information of either party (**“Disclosing Party”**), including but not limited to: (i) Granicus’ Products; (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**“Receiving Party”**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written

obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected

Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

12. General.

a) **Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party

will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. Client's mailing and email address are as set forth in the Order. The mailing and email address of Granicus is as follows:

Granicus
Contracts
408 St. Peter Street, Suite 600, Saint Paul, MN 55102
(651) 757-4154
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

i) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.

j) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein.

Granicus

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)

[Company]

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (10/20/2022) 6.2.d

10/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1418581 Granicus, LLC 1999 Broadway Denver CO 80202	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Co of Hartford INSURER B: Valley Forge Insurance Company INSURER C: The Continental Insurance Company INSURER D: American Casualty Company of Reading, PA INSURER E: INSURER F:

COVERAGES GRAIN01 **CERTIFICATE NUMBER:** 17071387 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	N	N	6043664103	10/20/2022	10/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp \$100 Ded ☒ Coll \$1,000 Ded	N	N	6043664084	10/20/2022	10/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	6043664067 (AOS) 6043664070 (CA)	10/20/2022 10/20/2022	10/20/2023 10/20/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

17071387
Evidence Only

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam D. McDermott

© 1988-2015 ACORD CORPORATION. All rights reserved.

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17071387**.

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC – Pacific Series

Lockton Insurance Brokers, LLC
License #0F15767
777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524
213-689-0065 / FAX: 213-689-0550
lockton.com

Exhibit C: Help Desk Services and Availability

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)

Emergency Support is available 24/7

Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: subscriberhelp.granicus.com
- Email: subscriberhelp@granicus.com
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on four (4) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
Level 1	Emergency. Incident represents a total outage; the product is unavailable or not accessible for use	• govDelivery's admin.govdelivery.com is down or all sending is significantly delayed • govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware • govAccess website is unreachable by public users	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	• govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers • Site operational but govMeetings modular functionality is non-operational • govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code	Within four (4) hours of notification by the customer of occurrence

Level 3	Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	- govDelivery system not connecting to social media, single customer app/feature help, or database requests - govMeetings system files won't upload, or text not rendering - govAccess website works but there are problems with presentation	Within one (1) business day of notification by the customer of occurrence
Level 4	Low Impact. Incident that has a limited business impact and requests can be scheduled.	- Programmatic change to back-end or front-end to improve efficiency - Distribution of all patches and upgrades	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
 - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.

- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

SCHEDULED MAINTENANCE

govDelivery. Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.

govMeetings. Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

govAccess. Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

govService. Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

All Solutions. Notifications and additional scheduled maintenance will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.



Dear City of Pekin,

We are excited to receive this request for a proposal. Diligent is the long-standing leader in the board software category and a trusted partner to leading organizations across the world. In the Public Sector division at Diligent, we focus on a single driving principle: helping local governments serve their communities with easy-to-use technologies that are designed exclusively for the needs of public government. At the heart of our mission is a strong commitment to local governments thriving in today's digital age through unparalleled insight and highly secure, collaborative agenda and meeting management software.

As an employee of 3 years at Diligent, I have had the privilege of working with wonderful people whose passion is serving their community. In the state of Illinois, we currently serve the City of Peoria, Village of Brookfield, and City of Evanston through our iCompass platform.

Now, we have built Diligent Community to match your unique process and elevate your transparency by simplifying distribution of legislative information to your community. With immediate online packet access and electronic annotating tools, Council is better prepared for sessions so they can focus on the growth, direction, and sustainability of the city. Further engage your community with our variable bitrate live streaming capabilities and live closed captioning with zero viewer buffering. Minutes are a breeze with prepopulated structures for fast minute taking, resolution voting, and electronic adoption process. The focus of our solution is aiding your staff in achieving day-to-day duties effectively and efficiently while being cost effective.

Your partnership with us will provide an overall program strategy unique to your organization's needs. Our implementation specialists will team up with you to ensure that the process goes smoothly prior to your anticipated launch date. You will work with one of our dedicated Implementation Specialists to configure and get started with your platform in a few milestones, launching core modules first and then focusing on additional features. There are three different tiers for Implementation that will determine what process you will be able to select: 1-On-1, Group Training, and Self- Directed.

We look forward to the potential opportunity of becoming your partner in modernizing the governance of the city.

Sincerely,

Jeffrey Lee II
Regional Sales Director II, MDO
301-751-8239
lmasters@diligent.com

Contents

Experience and Technical Competence	2
Background	2
References	2
Firm Staffing and Key Personnel	4
Customer Success Team Biographies	4
Proposed Method to Accomplish the Work.....	6
Implementation plan	6
Ongoing Training and Support.....	7

Experience and Technical Competence

Background

Diligent is the world's leading expert in governance technology and the strategic partner of organizations globally, as they adapt to new challenges and opportunities in a rapidly evolving landscape. With a range of comprehensive and intuitive solutions, Diligent's modern governance ecosystem empowers leaders across all sectors. Diligent invests heavily in product enhancements, with a greater R&D spend per year than the total annual revenue of nearly every other player in the space.

As part of the Diligent family of governance solutions, Diligent Community provides customers with best-in-class security, top-rated customer support and constant innovation designed exclusively for the needs of state and local government. From communities of 500 to over 100,000 in population, Diligent Community is scalable and widely acknowledged as the platform of choice for local government leaders. Trusted by users, Diligent Community has a client retention rate which exceeds 94%.

References

ILLINOIS PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	City of Peoria	419, Fulton, Suite 207, Peoria, IL, 61602	Kimberly Richardson; krichardson@peoriagov.org ; 309.494.8618
2.	Glenview Park District	1930 Prairie Street, Glenview, IL, 60025	Joanne Capaccio; joanne.capaccio@glenviewparks.org ; 224.521.2282
3.	City of Evanston	2100 Ridge Ave., Evanston, IL,	Michele Agbodza;

		60201	magbodza@cityofevanston.org ; 312-209-2052
--	--	-------	--

OUT OF STATE PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	City of Boiling Spring Lakes	9 E Boiling Spring Rd, Southport, NC, 28461-7744	Nancy Sims; nsims@cityofbsl.org ; 910.363.0025
2.	City of Orchard Lake	3955 Orchard Lake Rd., Orchard Lake, MI, 48323	Danielle Leidy; admasst@cityoforchardlake.com ; 248.682.2400
3.	Port of Mobile	250 N. Water St.; Mobile, AL, 36602	Deborah Geiger; deborah.geiger@alports.com ; 251.441.7200

Company Name: Diligent Corporation

Company Address: 1111 19th St., 9th Floor, Washington DC, 20036

Contact Name: Jeffrey Lee II

Contact Phone Number: 301.751.8239

Contact E-mail Address: jelee@diligent.com

CITY OF PEKIN

Signed: _____

Name: _____

Title: _____

Date: _____

SOFTWARE PROPOSER

Signed: _____



Name: Jeffrey Lee II

Title: Regional Sales Manager II

Date: 03.14.23

Firm Staffing and Key Personnel

Diligent Community Customer Success teams are headed by Alex Richards – Director of Customer Success, who has over twenty years of experience, a proven track record in building long-term customer relationships and over 11 years of experience leading government Implementations. Diligent Community Customer Success teams are comprised of Implementation Specialists, Training Specialists, Documentation and Training Specialists and Customer Advocates. All members of the team have an average of five years' experience, primarily in software, customer service and training.

You will work with one of our dedicated Implementation Specialists to configure and get started with your platform in a few milestones, launching core modules first and then focusing on additional features. There are three different tiers for Implementation that will determine what process you will be taking: 1-On-1, Group Training, and Self- Directed.

Customer Success Team Biographies

Albert Bos, Implementation Specialist

Albert joined the Diligent Community Team in 2011 as an Implementation and Technical Support Specialist, with his current role as Implementation Specialist II. With over 14 years' experience in Customer Service, his technical background and passion for project management has helped him successfully complete numerous customer Meeting Management implementations for small and mid-sized government agencies. An additional role managed by Albert and utilizing his technical background is the Subject Matter Expert for Video Manager HD solution.

Alex Richards, Director of Customer Success

Alex has over 20 years of experience working with customers online and 13 years' experience in working in and leading the implementation and training teams at Diligent Community. Starting as an Implementation Specialist at Diligent Community he became Team Lead of Support and Success in 2011, Manager in 2014, Director of Customer Success in 2019 and Senior Director of Customer Success in 2021. Alex thrives on working with customers to streamline processes by maximizing their use of the tools available to them through Diligent Community. In his managerial role he is an enthusiastic people manager striving to provide the best environment for learning and growth of team members, expanding his and the teams' passion for helping customers achieve and surpass their goals as efficiently as possible.

Amy Walker, Training and Documentation Specialist

Amy is a Training and Documentation Specialist with the public sector of Diligent. Amy has a Master's Degree in Adult Education, focusing specifically on how adults use technology to learn (and how they learn to use technology!). After completing this education, she spent several years training large financial institutions on SaaS Compliance solutions, before joining the Diligent team in 2018, in her current role. She is dedicated to ensuring our clients get the most out of their learning experiences, so they can quickly become comfortable and confident in using our products.

Bebe-Lynn Kew, Implementation Specialist II

Bebe is an Implementation Specialist II, she has a background in psychology and her journey in technology started in 2010 through telecommunications where she fell in love with implementing software. She spent a few years honing her implementation and presentation skills before making the jump to software as a service where she has found great joy working with customers to implement various solutions tailored to their needs. She loves helping people fall in love with finding efficiencies in their day-to-day process and finds the challenge of complicated permissions or workflows exciting! She is passionate about her success and loves learning new out of the box solutions to help local government and special districts get the maximum out of our software.

Francyne Coates, Implementation Manager

Francyne is an Implementation Manager at Diligent Community, with a background in technical support, administration, and marketing. Francyne started in the Diligent Community Support team before becoming an Implementation Specialist and Manager in 2021. She has worked with a wide variety of public sector clients during her eleven-year tenure with the company, gaining a deep understanding of local government processes. Francyne is passionate about helping her government clients get the most out of the Diligent Community software platform, which she accomplishes through intensive training and configuration tailored to the needs of the organization. In the last few years Francyne has specialized in developing unique product solutions for public sector customers. In 2016 she worked with the product team to create a new module called Board Manager, which is now offered as part of the Diligent Community software suite.

Janie Alexander, Implementation Specialist I

After obtaining her Bachelor of Arts in Psychology and Sociology, Janie continued her career path within the social work realm which involved developing and implementing training programs for colleagues, clients, and individuals of all ages, abilities, and from all walks of life. Janie's social work career eventually evolved into a role in the County clerk's office where she was a part of the implementation process for Diligent Community. She experienced the benefits of Diligent Community firsthand, not only as a user, but also as a member of the public. The Implementation Specialist's (Francyne) enthusiasm and extensive knowledge of Diligent Community further sparked Janie's interest which ultimately led to her becoming an Implementation Specialist for Diligent in January 2021. She is passionate about helping customers become "Diligent Community pros" and ensuring they are using the software to its fullest potential.

Meghan Broddy, Implementation Specialist I

Meghan Broddy is an Implementation Specialist with Diligent Community. She started out at Diligent Community on the Support team and has since moved into her current role. She enjoys helping our customers discover ways our program can benefit them. She has a Bachelor's degree in Business with a focus on Human Resources that she uses to continuously build relationships with our customers to make sure they have a great first impression of our product and team. She currently resides in Edmonton, Alberta, Canada.

Nikki Brittain, Implementation Specialist II

Nikki Brittain joined the Diligent Community team as an Implementation Specialist in 2019, bringing over a decade worth of Ontario municipal knowledge with her. She knows first-hand what it is like to build an agenda, draft minutes, and produce agenda items on Diligent Community as she utilized the software for seven years, including participating in a full Diligent Community implementation in 2018. Employing her previous Clerk's experience, Nikki guides customers through their own implementations, ensuring all processes are captured and that they experience a seamless transition onto Diligent Community. She understands how important it is for municipalities to be transparent and accessible for all citizens. Nikki received her Bachelor of Arts from the University of Waterloo and held multiple positions within two Ontario municipal Clerk's departments.

Proposed Method to Accomplish the Work

Implementation plan

Diligent Community implementations follow a tried and tested process designed to meet the needs of our customers. Once a contract is fully executed, our dedicated Customer Success team will begin working with the city.

Key milestones for a standard Diligent Community implementation are as follows:

- Project Kick-off Call
- Site design, creation, and configuration
- System administrative training via group t
- Training for staff and elected officials

Customers are assigned Tiers classified on population. They are grouped as follows:

- Small: 0 – 5,000 (Tier 1 only)
- Medium: 5,000 – 50,000 (Tiers 2 & 3)
 - Tier 2: 5,000 – 30,000
 - Tier 3: 30,000 – 50,000
- Large: 50,000+ (Tiers 4 – 6)
 - Tier 4: 50,000 – 75,000
 - Tier 5: 75,000 – 100,000
 - Tier 6: 100,000+

When the above is applied to the Implementation Plan, the average duration of implementations for each population tier is:

- Self-directed
 - Small: 4-5 weeks
 - Medium: 5-6 weeks
 - Large: 6-7 weeks
- Group
 - Small: 7-8 weeks
 - Medium: 8-9 weeks

- Large: 9-10 weeks
- Premium Customer Success Package (1 on 1)
 - Small: 7-8 weeks
 - Medium: 10-12 weeks
 - Large: 12-14 weeks

Please refer to the implementation guide for details pertaining to key stakeholders and timeframes. Also included within the Sample Project Plan are details highlighting the roles, responsibilities and tasks that will be undertaken by the City of Pekin and Diligent Community staff.

The sample implementation plan is meant to serve as a guide. On execution of the contract, the Customer Success team will work closely with the city to configure and get started with Diligent Community in a few milestones, launching your core modules first and then focusing on additional features. For example, the first milestone of your implementation will start with the Agendas and the Public Site. Once these are set up, we will move on to implementing your Minutes and Digital Voting (if applicable). There are three different tiers for Implementation that will determine what process you will be taking: 1-On-1, Group Training, and Self- Directed. We are committed to meeting the customers' timeline for launch of a fully tested and trialed system by the agreed upon timeframe.

With over 900 municipal government customers throughout North America, our Customer Success team is highly experienced and will communicate with the city every step of the way to ensure successful and seamless implementation, adoption, and usage of the Diligent Community solution.

Diligent is synonymous with award-winning customer service and support, and we pride ourselves on delivering a white glove service to all our customers across all solutions. Feedback is key to our success, and it ensures that we are delivering the service that our customers expect. Following implementation and the completion of onboarding, a survey is sent to the main contact requesting feedback on the implementation process, as well as annual CSAT and NPS surveys, all designed to maintain award-winning standards and facilitate continuous improvement.

Ongoing Training and Support

With Diligent Community, the city can implement one cost effective and cohesive platform that is backed by the world's leading security standards. It is intuitively designed for local governments to maximise operational efficiency, save time and resources, and facilitate community and member engagement through better collaboration and transparency. Furthermore, our solution supports the city's transition to modernisation and in addition helps realise its environmental goals by reducing both greenhouse gas production and paper consumption.

Backed by Diligent, the leader in modern governance technology, we are confident that we offer a strategic advantage and can easily accommodate the city's needs.

At Diligent Community, we believe that finding and implementing the right solution and using it effectively is paramount to improving workplace efficiency. During implementation, the city will designate three primary points of contact (authorized Diligent Community "Champion" users) and these individuals have live access to 24/7/365 support (via toll-free phone call) throughout the duration of the relationship.¹

Support and Training

Our superior "Concierge" level of service and support reflects our understanding of the importance of being available 24 hours a day, 7 days a week, and 365 days a year to assist every user. We take great pride in providing our users with the comfort of knowing that Diligent is listening to and responding to their needs, concerns, and requirements.

Every Diligent user has around-the-clock access to global customer support teams. The global support team assists clients on matters ranging from Diligent specific questions (passwords, functionality etc.) to questions about Wi-Fi connectivity to Boards at their location.

We do not utilize an outsourced call center. Our Modern Governance software is our primary line of business, and all support staff members are Diligent employees and experts on these systems. 99% of all calls are typically answered in four rings by one of almost 350 dedicated support team members and 95% of issues are resolved on the first call.

Our award-winning Customer Support team utilizes a query tracking and resolution tool to track, prioritize and/or escalate each support request. Any unresolved issues are automatically escalated to a Senior Customer Support Technician for further investigation, and complaints are escalated to a dedicated Senior Customer Success Manager.

Furthermore, the following resources are available to Diligent Community users:

Learning Management System

- This tool allows us to provide our customers with instructional videos on the features in Diligent Community. It is a self-directed style of videos that allow you to learn at your own speed.

Help Guide

- A comprehensive guide offering step-by-step instructions to perform anything within Diligent Community.

¹ All other users are directed to contact one of the three authorized points of contact for their organization.

Bid Form

Company Name: Diligent Corporation

Please provide a price to complete work identified in the scope of work above.

Total Price – Year 1	\$14,800.00
Annual Recurring Services – Year 2	\$17,262.72
Annual Recurring Services – Year 3	\$18,643.73
Annual Recurring Services – Year 4	\$20,135.23
Annual Recurring Services – Year 5	\$21,746.04

By submitting this bid form, you hereby proclaim that the submitted pricing is truthful and accurate.

Contact Name: Jeffrey Lee II

Contact Title: Regional Sales Director II

E-mail: jelee@diligent.com

Signature:  _____

Printed Name: Jeffrey Lee II



Proposal



Attachment: DILIGENT PROPOSAL - REJECTED LATE SUBMITTAL (3520 : Receive and File Agenda and Meetings Management Software RFP





Proposal

Proposal for: Pekin, IL

Prepared for: David J. Hess

Date: March 14, 2023

Prepared by: Jeffrey Lee II – eGovernance Advisor II

Table of Contents

Overview	3
Why choose Diligent Community	4
Summary of Key Capabilities	4
Security	5
Support	5
About Diligent	5
Pricing	6





Proposal

Overview

Diligent Community™: a modern governance solution designed exclusively to meet the needs of local government.

Many local governments are relying on paper-bound processes or outdated technologies that no longer meet the needs of today's digital age. Consequently, they are facing serious governance gaps, and struggling with poor meeting efficiency, issues with inclusion, transparency and security, and lack of access to real-time information. Diligent Community, alongside forward-thinking public leaders, addresses these pressing governance gaps.

Diligent Community enables local government leaders and clerks to achieve excellence in modern governance. It supports responsiveness to their constituencies through an integrated set of technologies, insights and processes. Building on Diligent's deep experience in offering digital governance solutions to corporate boards, Diligent Community provides local governments with the same streamlined approach to modern governance, but tailored to the specific needs of councils.

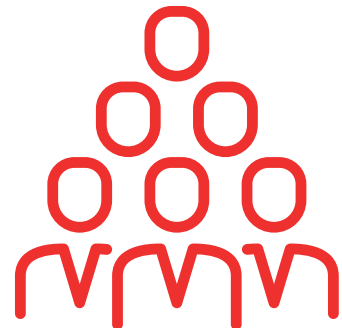
Diligent Community is a responsive design, "mobile-first" digital solution that enables councils to drive workflows in a predictable and transparent manner, encouraging engagement and making the decision-making process more effective. For constituents, this means that not only are all current and past meeting documents available anytime from anywhere, but live, fully inclusive meeting participation is now possible.



EFFICIENT

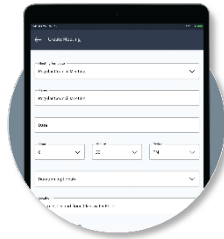


MOBILE



INCLUSIVE

Why choose Diligent Community



Efficiency – Local governments, first and foremost, must prioritize serving their constituents, and only then can they turn their focus to improving governance. Community leaders are required to drive results with fewer resources and limited time. Diligent Community facilitates a fully secure, digital and streamlined process for meetings, including agenda management, document collation with status updates, and publication of final meeting materials and minutes. Diligent Community gives leaders the ability to manage the workflow of building and sharing meeting materials and agendas in a predictable and transparent manner. And, it's intuitive and easy to use.



Mobility – Now more than ever, our communities are connected through our devices. Mobile technologies can help local government leaders engage their constituents outside the context of a laptop or home computer. That's why Diligent Community has been built to leverage a responsive, mobile-first design to ensure that any action taken on a desktop will be just as easy to complete on a smartphone or tablet. Not only does this allow flexibility for council members to review and annotate documents from their preferred device, but provides clerks the ability to add, edit and publish agenda items on the go.



Inclusion – Ease of engagement and inclusion are critical. Whether you're talking about geographically diverse districts, people with disabilities, single moms, housebound seniors or constituents who are traveling, these are everyday scenarios. Local governments are getting challenged in court over lack of inclusion for all citizens. Diligent is committed to expanding engagement for all citizens through the use of technology. By using technology to reduce barriers and make it easier to engage, all members of our community can play a full and active role in the governance process and the entire community benefits. Diligent Community is built on a foundational commitment to be inclusive for all users.

Summary of Key Capabilities

- Agenda and book creation
- Council member cross-device annotations
- One-click print for meeting material
- Enhanced accessibility features
- Improved mobile-first UI
- Fewer clicks and more productivity
- Powerful search capabilities
- Localized community-specific user interface
- Social media integrations



Proposal

Security

Diligent's 360° safety measures include safeguards against internal, external and unknown threats.

The core of the technology for Diligent Community is deployed through an open, flexible, enterprise-grade cloud computing platform housed in world-class hosting data centers that maintain various globally recognized security certifications. The data centers also provide physical and environmental controls to ensure access is controlled 24x7. Data is secured using industry-standard encryption methods.

Support

We take pride in delighting our clients.

We pride ourselves on delivering best-in-class customer support to our clients. Our customer support team is available 24/7. The team is here as your resource, free of charge.

As part of our commitment to the success of your community, you'll receive support as part of our service:

- 24/7 Support
- Implementation onboarding
- Unlimited storage for agendas and council-related documents
- Online user guides, tips/tricks and videos
- Regular customer webinars

About Diligent

Diligent is the pioneer in modern governance. Diligent empowers leaders to turn governance into community impact through unparalleled insight and highly secure, integrated SaaS applications that help public sector entities thrive and endure in today's complex landscape. Diligent's trusted, cloud-based applications streamline the day-to-day work of boards, councils and committees, support accountability and transparency, manage hundreds of policy documents and files, and deliver the insights and information leaders need to address stakeholder concerns and create impact.

With the largest global network of directors and executives, Diligent's suite of governance solutions are relied on by more than 16,000 organizations and 650,000 leaders in over 90 countries. With an eye toward inclusivity and accessibility, Diligent serves some of the largest public governing bodies and more than 50% of the Fortune 1000, 70% of the FTSE 100 and 65% of the ASX.



Proposal

Pricing

	One-time Fee
Setup & Implementation	\$1800
Includes setup and implementation of Diligent Community *Waived*	
	Annual Fee
Diligent Community	\$14,800
- Includes agenda management, publishing book materials, board member annotations and more - Unlimited agendas & minutes templates - Unlimited storage for meeting related content excluding large video files 24/7 support along with 1-on-1 trainings & group coaching sessions on a monthly cadence - Unlimited users within your organization - Committees *add-on* (workspaces for each department) ~ \$4000/yr. - Boxcast *add-on* (livestreaming component) ~ \$4000/yr. *Included in pricing above* - Boxcast Automated Live Closed Captioning @ 99% accuracy ~ \$1250/yr.	
Transparency Portal	Included
- Meeting schedules, agendas, minutes, voting and attendance records are all included - Citizens can subscribe to receive automatic email updates - Automatically refreshes with the latest information once it is complete	

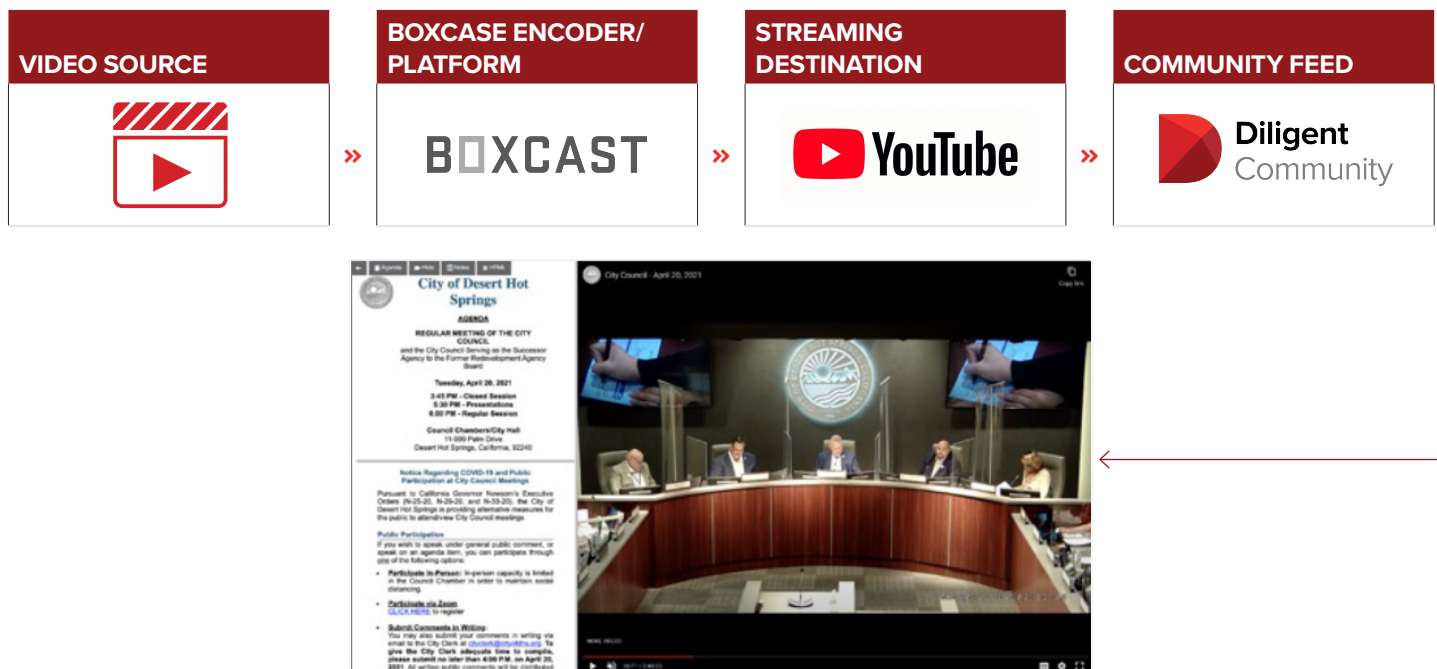
Terms & Conditions

- The annual fees outlined herein are guaranteed for thirty (30) calendar days from the date of issuance
- The annual fees outlined herein are based on a one-year auto renew contract
- The annual fees include hosting, technical support (e-mail and 1-800 support), maintenance, online training sessions, regular upgrades to the software and storage space
- All annual fees are payable up front
- Your license will include unlimited users from your organization
- *Implementation fee waived
- Diligent Corporation has a standard annual increase of 8% (covers all maintenance & enhancements made to platform)

Increase Transparency with Video Manager HD powered by BoxCast

Diligent Community offers the best-in-class Video Manager HD (VMHD) solution powered by BoxCast, enabling public boards to easily livestream their board and council meetings. Embed video directly alongside meeting agendas and minutes to help increase community engagement and improve transparency. Integrating video streaming within public meeting agendas and minutes provides reliable and inclusive access for members of the public. Your constituents will stay connected and informed virtually, from any location using any device.

Integration Flow



Boost community engagement with VMHD powered by BoxCast:

- Live video stream viewable directly alongside meeting agenda in real-time
- Provide live and recorded webcasts in high definition; video quality can be scaled back for viewers with low bandwidth internet connections
- Timestamps can be generated as you navigate the live meeting in Community; citizens can view the video content alongside specific agenda items
- Support accessibility with closed captions on the live broadcast and archive via BoxCast & YouTube
- BoxCast automated live close captioning provides average 98% accuracy; custom dictionary improves results
- Timestamps allow quick access to the relevant portion of the recording based on topics within meeting minutes
- Search capability enables board and council members and citizens to easily navigate to specific topics based on closed caption within a video



Integrations to improve access and engagement

Maximize your potential for meeting efficiency and easily connect stakeholders to timely information through a suite of powerful transparency tools within Community. Our automated features enable boards and councils to provide public access to review agenda packets, minutes, and search by keywords for information on topics of interest within the community.

Reliable, High-quality Streaming with VMHD Powered by BoxCast

Diligent partnered with BoxCast to deliver a best in class live streaming solution, VMHD for Community. BoxCast has analyzed years of customer streams, spanning a multitude of internet connection types and service providers. Their analysis of common issues and pain points led to the creation of BoxCast Flow – a smarter protocol for sending your stream data to their cloud. BoxCast’s patent-pending protocol makes your stream more reliable, secure, and higher quality.

Built-in BoxCast Storage Option

Available BoxCast storage option provides a backup to YouTube for video storage, included at no cost for the first year.

BoxCast Encoder at a Glance

- **Built-in Ethernet (or Wi-Fi)** gets the BoxCaster encoder online without the need for a separate PC.
- **Stream from anywhere with an internet connection**, to unlimited destinations using a simple and portable encoder.
- **Easy setup & schedule** allows you to configure and monitor from web or app
- Optional **upgrade to BoxCaster Pro** enhances your livestream with 4K resolution, HEVC compression and high frame rate streaming for a smoother viewing experience.

VMHD for Community powered by BoxCast is a dedicated video solution developed to meet the live streaming demands of today’s modern governance.

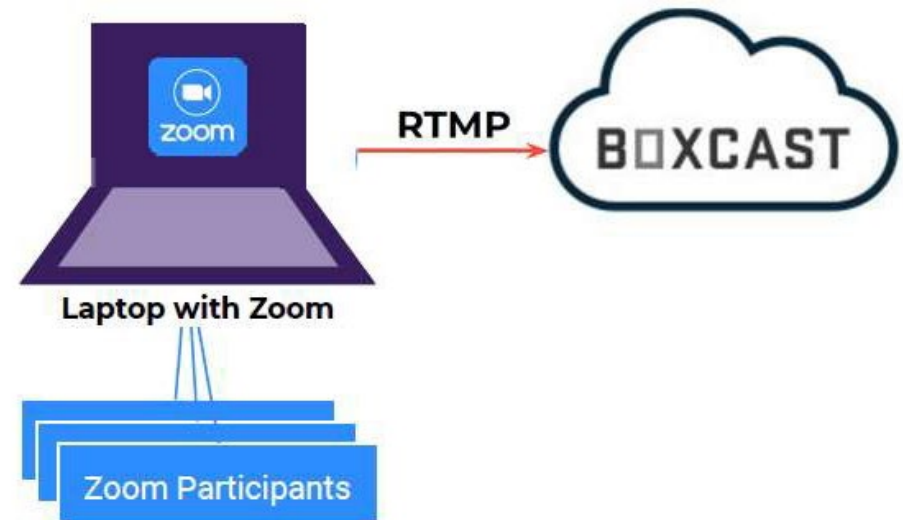
**Community customers don’t just choose a meeting portal
– they choose a partner in governance.**

To learn more about Diligent Community:

Email: community@diligent.com | Visit: diligent.com/community

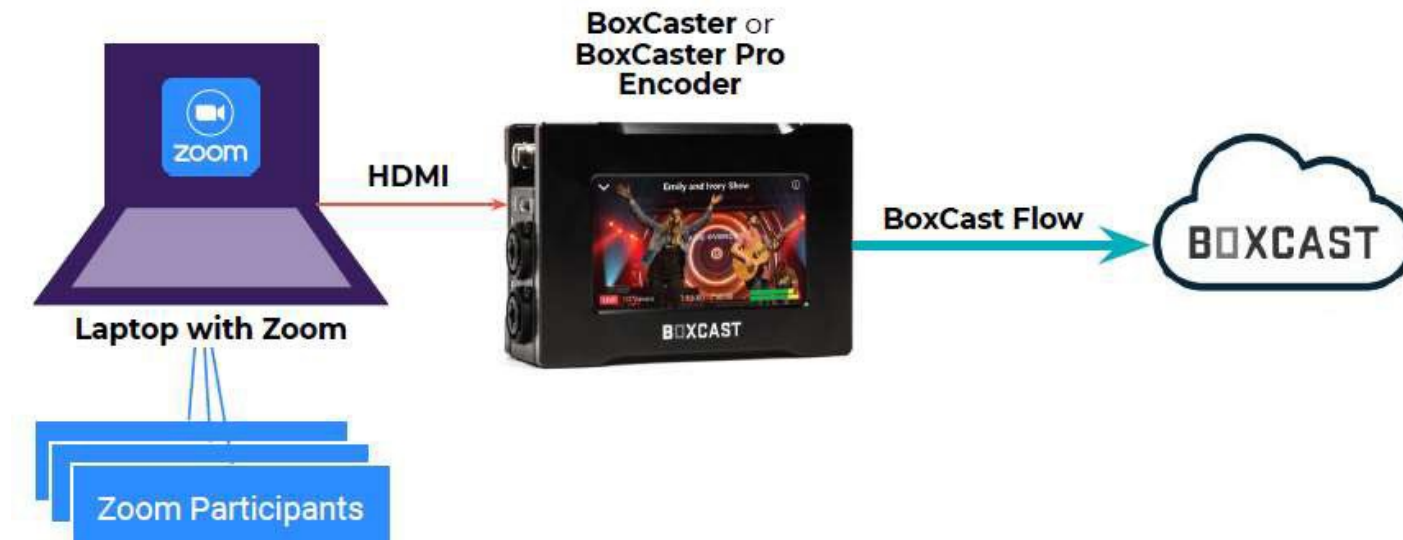
Managing Hybrid Meetings

Scenario 1 | Zoom Stream to BoxCast



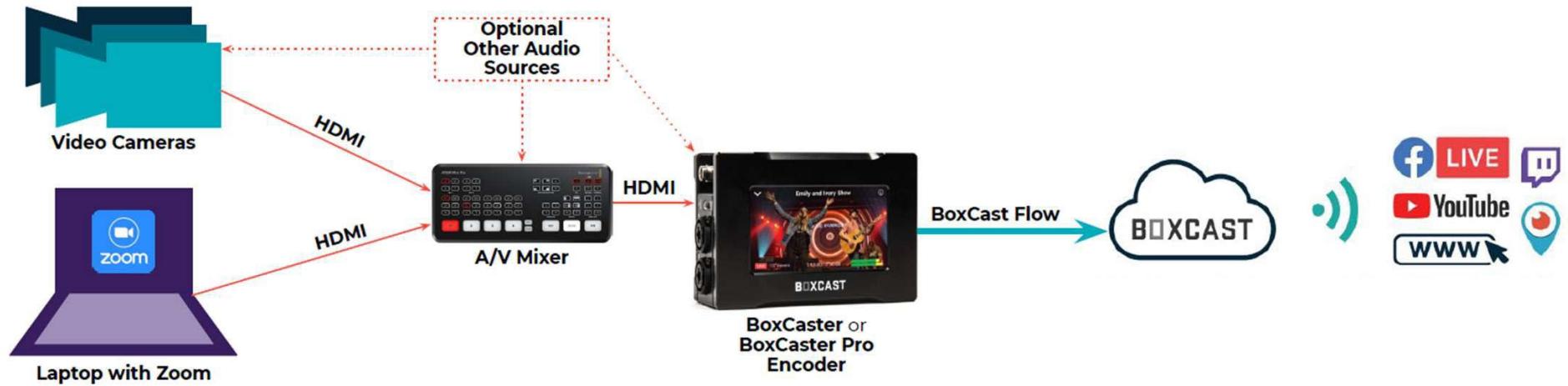
Managing Hybrid Meetings

Scenario 2 | Easy capture of Zoom video with a BoxCaster



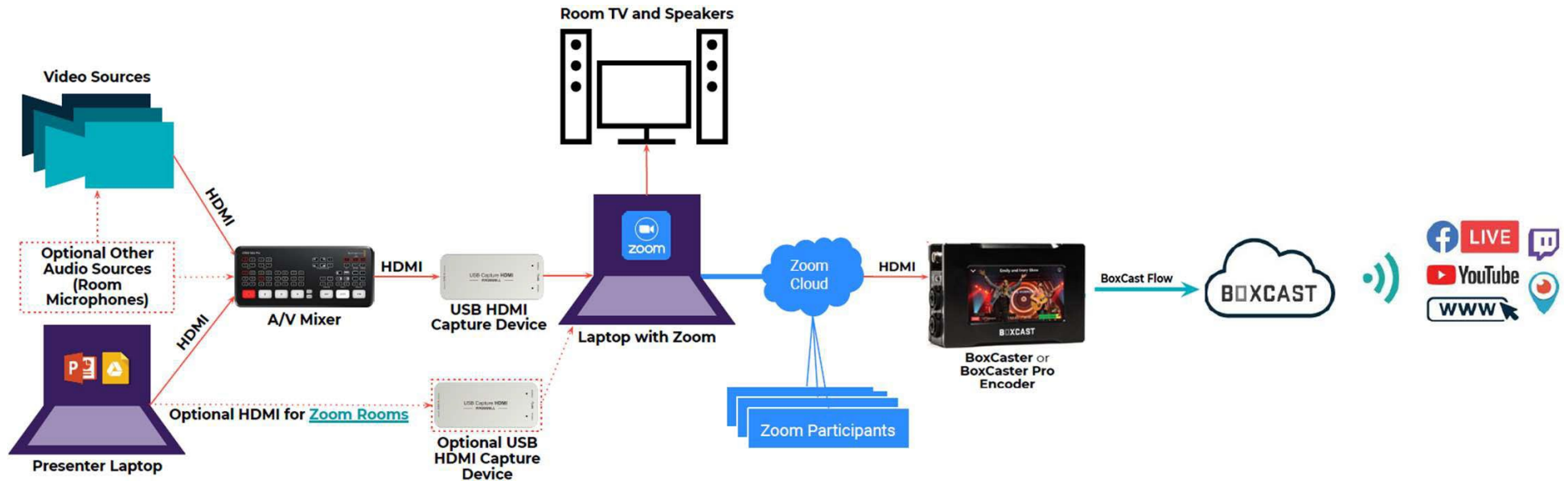
Managing Hybrid Meetings

Scenario 3 | Adding multiple cameras will require a mixer



Managing Hybrid Meetings

Scenario 4 | Advanced production set-up





The Diligent Community Factsheet 2022



Overview

Diligent Community is the next-generation modern governance and civic engagement solution for public service organizations that simplifies the end-to-end agenda and meeting management process with industry-leading security. Easily manage complex governance tasks in live and remote environments and significantly reduce prep time to focus on what's important. Our unified experience empowers board administrators and leaders to advocate for their mission while seamlessly connecting with the public to address critical community issues.

Community is fully committed to assuring its security controls and practices through industry-leading security capabilities hosted in Microsoft Azure's world-class data centers that are ISO27001 certified and maintain SOC audit reports. Additional application-level security allows admin users to grant edit or read-only access to groups or internal/public users as needed to keep confidential documents secure.

To learn more about Diligent Community, contact us today:
Email: community@diligent.com | Visit: diligent.com/community

Data Hosting

Community is hosted in Microsoft Azure with all the protections afforded by a top-tier cloud provider.

- Each customer is configured with a unique database to ensure the segregation of data
- All data stored in Azure is encrypted and decrypted transparently using 256-bit AES encryption, one of the strongest block ciphers available and is FIPS 140-2 compliant
- All passwords and login information have a second layer of encryption in each customer's unique database
- Data in transit is encrypted using TLS (Transport Layer Security) 1.2, Data in transit is encrypted using TLS 1.2

Data Recovery

Community ensures the availability of data through various means of redundancy in the unlikely case of an outage and protects against material loss of data.

- All Data is stored using Microsoft Azure Geo redundancy which means that there are copies across different physical data centers
- All data is stored in the country of origin

Logging & Auditing

The application keeps audits encompassing login history and application-level document-sharing audit trails available upon request.

Internal Security Controls

The following internal controls have been implemented:

- Access to the hosted system is restricted to authorized personnel
- All staff are required to undergo background screening before employment
- Ongoing Security Awareness Training is required by all employees
- Annual required Software Developer Security training required

Application Controls

Community solution provides robust access controls for logging onto the system, which includes minimum password requirements, including prevention of known common passwords based on the NIST password requirements best practices.

- In-App Role-based security with the ability to set different levels of privacy to protect information shared only with counsel/board members, specific groups, or anyone with authorized access
- Annual 3rd party Application Penetration testing to ensure application security

Diligent reserves the right to alter or modify the Content Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include, without limitation, addition or withdrawal of features and/or data or changes in infrastructure and/or data centers.

To learn more about Diligent Community, contact us today:
Email: community@diligent.com | Visit: diligent.com/community



Agreement Number: Q-1010606

ORDER FORM

This Order Form is made by and between [REDACTED] (“**Client**”) whose principal place of business is [REDACTED] United States and Diligent Corporation (hereinafter “**Diligent**”), whose principal place of business is located at 1111 19th St NW, 9th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a “**Party**” and are together the “**Parties**.” All amounts are in USD currency.

A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at <https://diligent.com/governance-cloud-terms-conditions> and the applicable Product Terms as identified at <https://diligent.com/product-terms>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the “**Agreement**”). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

B. Diligent Services

Subscriptions

Description	Quantity	Annual Price Per	Total Annual Price
Diligent Community Subscription	1	[REDACTED]	[REDACTED]

Total Annual Subscription Fee: \$9,000.00

One-Time Installation Fee: \$0.00

One-Time Additional Services

Description	Quantity	Price Per	Total Price
Community Flexible Implementation	1	\$0.00	\$0.00

One-Time Services Fee: \$0.00

Pricing is valid until March 8, 2023. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The “**Effective Date**” of this Agreement shall be the date of the Client’s signature.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 8.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com. After the Initial Term, all Subscription Fees shall be payable on an annual basis in advance. All payments are due Net 30 days from the date of invoice.



Agreement Number: Q-1010606

C. Notices And Client Information

	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		
Additional Email:		
VAT/Tax ID:		
Purchase Order:		

IF APPLICABLE: ☐ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to:

Diligent Corporation
111 West 33rd Street, 16th Floor, New York, NY 10120

Legal@diligent.com

D. Additional Terms

1. [REDACTED]

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

[REDACTED]
("Client")

By:

Name:

Job Title:

Date:

Diligent Corporation
("Diligent")

By:

Name:

Job Title:

Date:

**REQUEST FOR COUNCIL ACTION**

Agenda Date: May 22, 2023
To: Council Members
From: Dean Schneider, Public Property Manager

AGENDA ITEM: Receive and File Bids for Tree Removal Public Property City of Pekin

REQUIRED SIGNATURES

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

City Manager:
Date:

BID TAB
TREE REMOVAL CITY OF PEKIN
 OPENING: MAY 10, 2023 @ 10:00 A.M.

NAME	ADDRESS	BOND	AMOUNT
JIMAX	3545 SW Jimax Place Peoria, IL 61605	Certificate of Liability	See attached

City Estimate:

Attachment: JIMAX (3529 : Receive and File Bids for Tree Removal Public Property City of Pekin)

BID SHEET

ITEM OF WORK	UNIT	BID PRICE
Tree Removal 3 person crew, bucket truck, chipper, support equipment	Hourly	\$285.00/full crew per hour
Stump Removal 95 HP remote self propelled stump grinder, 2021 MY	Hourly	\$165/hr operator and grinder
Professional Diagnosis	Hourly	\$160/hr professional services
Debris removal, per 30 CYD Disposed at JIMAX Recycling Yard	Load (30 CYD)	\$340/semi load

CONTRACTORS NAME: JIMAX Landscape LLC

SIGNED BY: Jarrold Martis

TITLE: President

ADDRESS: 3545 SW JIMAX Place

Peoria IL 61605

DATE: 05/10/2023

Attachment: JIMAX (3529 : Receive and File Bids for Tree Removal Public Property City of Pekin)



Request for Proposal

City of Pekin Tree Removal Services

Due: May 10, 2023 @10am

CITY OF PEKIN, ILLINOIS
ROUTE AND EMERGENCY TREE REMOVAL PROPOSAL

MAY 10, 2023

- PREPARED BY JIMAX Landscape LLC -





City of Pekin

Request for Proposals Tree Removal Public Property City of Pekin

NOTICE TO BIDDERS

The City of Pekin is accepting proposals for the removal of trees and stumps as well as professional diagnosis of city owned trees and as needed basis. This proposal is for a three-year term. Proposals will be accepted until 10am on May 10th, 2023. The City of Pekin city hall is located at 111 S. Capital St., Pekin, IL 61554. There will not be a pre-bid meeting.

Questions concerning this request for proposal should be directed to Brian Franciscovich, Operations Supervisor, at (309) 202-4852 or bfranciscovich@ci.pekin.il.us

SCOPE OF WORK

The scope of work includes but is not limited to the removal of dead or diseased trees. This may consist of cutting back limbs off houses or other areas where trees have overgrown causing hazard or obstructions. It also includes removal of trees due to wind or storm damage. Must be able to respond in a timely manner during emergencies. After-hour callouts and work done outside normal business hours will be paid and 1.5 times the regular rate. In most instances, trees removed on the city right of way will include removal of the stumps. The scope of work shall also include the professional diagnosis of the health of trees; which will come from the Operations Supervisor as needed.

REQUIREMENTS

Scheduling of Work: Must be done with Operations Supervisor or Public Property Manager

Work Schedule: All work must be done during normal business hours unless otherwise approved by the Operations Supervisor. Non-emergency work shall be completed within 60 days or as approved by the Operation Supervisor. Tree diagnosis shall be done within 24 hours or as approved by the Operation Supervisor. Contractor must be capable of providing emergency service and in such case respond within one (1) hour of call from city personnel.

Billing: Billing must be detailed and per location

Prevailing Wage: All contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12)

Specification:

This specification is to provide for tree take down, tree trimming, wood removal and stump grinding at various locations at the direction of the City. Wood and debris that is removed from the site will be disposed of in compliance with all Federal, State and Local Laws.

When stump grinding is required, stumps will be removed 6" to 12" below soil.

Grindings may be placed in hole; excess shall be removed.

Must have sufficient staff to fulfill manpower requirement. Staff must be qualified to operate equipment.

Contractor must have municipal references and experience.

Failure to respond to emergency work calls, in required time, will result in cancellation of Contract.

Insurance:

Commercial General Liability Insurance – Includes: Products/Completed Operations; Blanket Contractual Liability – All Written & Oral Contracts; premises and operations liability; explosion, collapse and underground; personal injury; independent contractors; broadform property damage; severability of interest provisions; personal injury and advertising liability; premises medical payments; fire damage legal liability – real property; incidental malpractice (including employees); non-owned watercraft; and automatic coverage for newly acquired entities. The minimum limits for Commercial General Liability policy will be as follows: • \$1,000,000 Each Occurrence • \$1,000,000 Advertising and Personal Injury Limit • \$2,000,000 General Aggregate per Location/Per Site • \$2,000,000 Products and Completed Operations Aggregate. The city shall be named as additionally insured.

BID SHEET

ITEM OF WORK	UNIT	BID PRICE
Tree Removal 3 person crew, bucket truck, chipper, support equipment	Hourly	\$285.00/full crew per hour
Stump Removal 95 HP remote self propelled stump grinder, 2021 MY	Hourly	\$165/hr operator and grinder
Professional Diagnosis	Hourly	\$160/hr professional services
Debris removal, per 30 CYD Disposed at JIMAX Recycling Yard	Load (30 CYD)	\$340/semi load

CONTRACTORS NAME: JIMAX Landscape LLC

SIGNED BY: Jarrold Martis

TITLE: President

ADDRESS: 3545 SW JIMAX Place

Peoria IL 61605

DATE: 05/10/2023

Attachment: JIMAX (3529 : Receive and File Bids for Tree Removal Public Property City of Pekin)

Non-Collusion Statement of Bidder

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on:


Contractor's Signature

05/10/2023
Date

References

Please provide three (3) references for similar work completed:

Name:

Telephone:

1. City of Peoria - Sie Maroon

309-645-5139

2. City of East Peoria - Robert Cole

309-397-0962

3. City of Rock Island - Luke Vanlandegen

309-732-2261

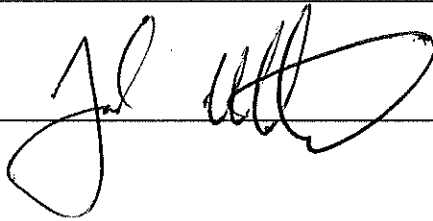
Prevailing Wage Acknowledgement Form

By submitting this document, along with your project estimate, you hereby acknowledge that the estimate was compiled using the most current prevailing wage rates (at a minimum) for Tazewell County, Illinois. This includes the base pay rate, along with all listed fringe benefits. Public bodies are required to utilize Prevailing wage for projects that are covered under the prevailing wage act, 820 ILCS 130/4. Also, by submitting this document along with your estimate, you acknowledge that you will provide the appropriate certified transcript of payroll upon request by the city. All payroll documents, along with the most current Prevailing rates and instructions, can be found at the Illinois Department of Labor Website.

Company Name: JIMAX Landscape LLC

Date: 05/10/2023

Name: Jarrold Martis

Signature: 

Attachment: JIMAX (3529 : Receive and File Bids for Tree Removal Public Property City of Pekin)



JIMALAN-01

HONE

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YY)
 3/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Haley O'Neil PHONE (A/C, No, Ext): (217) 859-7042 FAX (A/C, No): (217) 877-079 E-MAIL ADDRESS: honeil@firstmid.com														
INSURED Jimax Landscape, LLC 3545 SW Jimax Pl Peoria, IL 61605	<table border="1"> <thead> <tr> <th data-bbox="828 472 1453 504">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1453 472 1552 504">NAIC</th> </tr> </thead> <tbody> <tr> <td data-bbox="828 504 1453 535">INSURER A: Frankenmuth Mutual Insurance Company</td> <td data-bbox="1453 504 1552 535">13986</td> </tr> <tr> <td data-bbox="828 535 1453 567">INSURER B: Frankenmuth Insurance</td> <td data-bbox="1453 535 1552 567">13986</td> </tr> <tr> <td data-bbox="828 567 1453 598">INSURER C: Travelers Property & Casualty Company of America</td> <td data-bbox="1453 567 1552 598">25674</td> </tr> <tr> <td data-bbox="828 598 1453 630">INSURER D:</td> <td data-bbox="1453 598 1552 630"></td> </tr> <tr> <td data-bbox="828 630 1453 661">INSURER E:</td> <td data-bbox="1453 630 1552 661"></td> </tr> <tr> <td data-bbox="828 661 1453 688">INSURER F:</td> <td data-bbox="1453 661 1552 688"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC	INSURER A: Frankenmuth Mutual Insurance Company	13986	INSURER B: Frankenmuth Insurance	13986	INSURER C: Travelers Property & Casualty Company of America	25674	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC														
INSURER A: Frankenmuth Mutual Insurance Company	13986														
INSURER B: Frankenmuth Insurance	13986														
INSURER C: Travelers Property & Casualty Company of America	25674														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		6658517	3/9/2023	3/9/2024	EACH OCCURRENCE \$ 1,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75 MED EXP (Any one person) \$ 1 PERSONAL & ADV INJURY \$ 1,00 GENERAL AGGREGATE \$ 2,00 PRODUCTS - COMP/OP AGG \$ 2,00
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6658516	3/9/2023	3/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6658517	3/9/2023	3/9/2024	EACH OCCURRENCE \$ 1,00 AGGREGATE \$ 1,00
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6665460	10/5/2022	10/5/2023	☒ PER STATUTE ☐ OTHER E.I. EACH ACCIDENT \$ 1,00 E.I. DISEASE - EA EMPLOYEE \$ 1,00 E.I. DISEASE - POLICY LIMIT \$ 1,00
C	Cargo			QT6604R622424TIL23	1/1/2023	1/1/2024	Limit \$ 5

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 EXCLUDED OFFICERS UNDER WORKERS COMPENSATION: Jarrod Martis, Jim Kosner, & Jerry Kosner

RE: All Work

City of Pekin is named as additional insured under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

 City of Pekin
 111 S Capitol
 Pekin, IL 61554

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ASSET LIST - JIMAX Corp. & JIMAX Landscape LLC														1-Sep-19	
item	year	PROPERTY	model	description	wheels	cab	engine trans	body	color	replacement	value	ysrs	purchase	Status	
1	1	2000 Clark st	16000 sq ft	2 acres											
2	2	2008 Clark st	none	1.2 acres											
3	3	Clark 7 ac													
		3545 SW JIMAX	10000 sq ft	2.32											
TOTAL											\$211,000.00				
item	year	TRUCKS Class 6			model	wheels	cab	engine trans	body	color	replacement	value	ysrs	purchase	Status
4	1	2007	dodge ram		1500	4x4 SRW	quad	gas auto	pickup	black	\$0.00	\$9,000.00	5	start	SOLD 2017
5	2	2012	dodge ram		2500	4x4 SRW	regular	gas auto	flatbed 8'	white	\$30,000.00	\$16,000.00	5	start	Active
6	3	2006	ford		F350	2x4 SRW	regular	gas auto	flatbed 8'	white	\$0.00	\$6,500.00	5	start	SOLD 2017
7	7	2003	ford		F350	4x4 DRW	regular	diesel stick jarrod	pickup 8'	blue	\$38,000.00	\$9,000.00	5	start	Active
8	4	2008	ford		F450	4x4 DRW	crew cab	diesel auto jim	pickup 8'	white	\$58,000.00	\$17,000.00	5	start	Active
9	5	2008	ford		F550	4x4 DRW	regular	diesel auto	dump 8'	white	\$52,000.00	\$14,000.00	5	start	Active
10	6	2006	ford		F350	4x4 SRW	regular	diesel auto	mechanics 9'	white	\$43,000.00	\$8,000.00	5	Dec-15	Active
11	7	2004	ford		F350	4x4 SRW	extended	diesel auto columbus	flatbed 8'	blue	\$42,000.00	\$7,000.00	5	Sep-15	Active
13	8	2000	ford		F550	4x4 DRW	regular	diesel auto	dump 9'	red	\$52,000.00	\$8,000.00	3	start	Active
14	9	2002	ford		F550	4x4 DRW	regular	diesel auto	dump 9'	yellow	\$52,000.00	\$8,000.00	3	start	Active
15	10	1999	ford		F550	4x4 DRW	regular	diesel auto	bucket	white	\$0.00	\$8,000.00	3	start	SOLD 2017
16	11	1999	ford		F350	4x4 SRW	regular	diesel auto mexican	flatbed 9'	red	\$38,000.00	\$6,000.00	3	start	Active
17	12	2000	ford		F350	4x4 DRW	crew cab	diesel auto	pickup 6.5'	white	\$45,000.00	\$6,800.00	3	start	Reserve
18	13	1999	ford		F150	4x4 SRW	crew cab	gas auto	pickup 6.5'	tan	\$0.00	\$4,000.00	3	May-17	SOLD 2017
19	14	2018	ford		F450		reg	gas auto	flatbed	white	\$42,000.00	\$40,000.00	3	Mar-18	Active
20	15	2018	ford		f450		reg	gas auto	flatbed	white	\$42,000.00	\$40,000.00	3	Mar-18	Active
21	16	2018	ford		f450		reg	gas auto	flatbed	white	\$42,000.00	\$40,000.00	3	Mar-18	Active
22	2015	ford			f250	4x4 SRW	ext	6.2L Auto	pickup	maroon	\$40,000.00	\$28,000.00		May-21	Active
2021		Ford			f450	4x4 DRW	ext	7.3L Auto	flatbed	white	\$60,000.00	\$54,000.00		Apr-21	Active
2021		Ford			f550	4x4 DRW	reg	7.3L Auto	dump, central	white	\$85,000.00	\$76,000.00		Aug-21	Active
2012		Ford			f450	2x4 DRW	reg	6.8L auto	flatbed	white	\$42,000.00	\$19,000.00		Mar-21	Active
2022		ford			f450	4x4 reg		7.3 auto	Flatbed	white	\$70,000.00	\$70,000.00		Oct-22	Active
2022		ford			f450	4x4 reg		7.3 auto	dump, central	white	\$90,000.00	\$90,000.00		Oct-22	Active
2022		ford			f550	4x4 reg		7.3 auto	dump, central	white	\$90,000.00	\$90,000.00		Oct-22	Active
item	year	TRUCKS Class 6			model	wheels	cab	engine trans	body	color	replacement	value	ysrs	purchase	status
22	14	2006	ford		F350	2x4 DRW	regular	diesel auto	flatbed 12'	white	\$42,000.00	\$8,900.00	0		Active
23	15	2008	ford		F450	2x4 DRW	regular	gas auto	chassis cab	white	\$40,000.00	\$10,000.00	3	Jan-16	Active
24	16	2006	ford		F550	2x4 DRW	regular	diesel auto	chassis cab	white	\$45,000.00	\$12,000.00	3	Jan-16	Active
25	17	2010	ford		F550	2x4 DRW	regular	gas auto	chassis cab	white	\$45,000.00	\$15,000.00	3	Jan-16	Active
26	18	2010	ford		F550	2x4 DRW	regular	diesel auto	chassis cab	white	\$45,000.00	\$15,000.00	3	Mar-17	Active
27	19	2006	ford		F250		2x4 regular	gas auto	pickup 8'	white	\$38,000.00	\$800.00		Jul-17	Reserve
28	20	1999	ford		F350	2x4 regular	2x4 regular	diesel auto	chassis cab	white	\$38,000.00	\$1,500.00		Jan-17	Reserve
29	21	2001	ford		F350	2x4 crew	2x4 crew	diesel auto	chassis cab	red	\$32,000.00	\$1,800.00		Jul-17	Reserve
22	2007	Ford			F250	4x4 extended	4x4 extended	gas auto	mechanics 9'	white	\$39,000.00	\$6,000.00		Jul-19	Active
23	2013	Ford			F550	4x4 DRW	extended	diesel auto	Flatbed 13'	white	\$52,000.00	\$26,000.00		Jun-19	Active

		Class 7 Trucks		model	wheels	cab	engine trans	body	color	replacement	value	yr	purchase	Status
item	year													
30	1987	ford		L8000	2x6	regular	diesel auto	dump	green	\$85,000.00	\$4,200.00	3	start	Active
31	1979	ford		cab over	2x6	regular	diesel auto	flatbed	red	\$88,000.00	\$3,200.00	3	start	Sold
32	1989	ford		F800	2x6	regular	diesel manual 8sp	flatbed crane	black	\$89,000.00	\$9,000.00	3	Mar-16	Active
33	1995	ford		L9000	3x10	regular	diesel automatic	flatbed plow	white	\$120,000.00	\$5,400.00	3	Dec-16	Active
34	1995	ford		L9000	3x10	regular	diesel automatic	flatbed plow	white	\$120,000.00	\$5,000.00	3	Aug-17	Active
35	2003	sterling		tandem	3x10	regular	diesel manual 8sp	dump salt plow	red	\$86,000.00	\$17,500.00	3	May-17	Active
36	2006	gmc		4500	2x6	regular	gas manual 6 sp	60' bucket	orange	\$120,000.00	\$20,000.00	3	Mar-17	Active
8	2013	international		8600	Tandem	Dump	Diesel manual 8 sp	dump	yellow	\$185,000.00	\$26,000.00			Active
9	2009	Ford		F750		regular	6.7 cummins manual	90' bucket	orange	\$295,000.00	\$76,000.00			Active
TOTAL										\$1,118,000.00	\$166,300.00			
		Class 8 Truck Tractor		model	wheels	cab	engine trans	body	color	replacement	value	yr	purchase	Status
item	year													
37	1996	peterbilt		379	3x10	conv no sleep	Cum 13 diesel 10sp	truck tractor	blue	\$0.00	\$0.00	3	start	SOLD 2018
38	2003	sterling		a8500	3x10	conv no sleep	CAT 12 diesel 10sp	truck tractor	yellow	\$0.00	\$0.00	3	Jun-16	SOLD 2018
39	1998	freightliner		fld 120	3x10	conv sleep	CAT 15 diesel 10 sp	truck tractor	red	\$0.00	\$0.00	3	Apr-16	SOLD 2019
40	2008	freightliner		fld 120	3x10	conv no sleep	MBE diesel 10 sp	truck tractor	white purple	\$125,000.00	\$10,800.00	3	Dec-16	Active
41	2000	western star		4900	3x10	conv no sleep	CAT 12 diesel 10sp	truck tractor	white	\$125,000.00	\$12,800.00	3	Feb-17	Active
42	2001	western star		4900	3x10	conv no sleep	CAT 12 diesel 10sp	truck tractor	white	\$125,000.00	\$12,500.00	3	Mar-17	Reserve
43	1999	sterling		a9500	3x10	conv no sleep	Cum 13 diesel 10sp	truck tractor	white	\$0.00	\$0.00	3	Jun-17	SOLD 2018
44	2014	international		prostar	2x10	conv no sleep	Cum 13 diesel 10 sp	truck tractor	white	\$125,000.00	\$125,000.00	3	Dec-17	Active
45	2012	international		prostar	2x10	conv no sleep	Man 13L diesel 10 sp	truck tractor	orange	\$125,000.00	\$11,900.00	3	Sep-17	Active
46	2012	international		prostar	2x10	conv no sleep	Man 13L diesel 10 sp	truck tractor	orange	\$125,000.00	\$10,000.00	3	Oct-17	Active
47	2012	international		transar	2x10	conv no sleep	Man 13L diesel 10 sp	truck tractor	white	\$125,000.00	\$11,000.00	3	Oct-17	Active
	2012	international		prostar	2x10	conv no sleep	man 13L diesel 10 sp	truck tractor	orange	\$125,000.00	\$7,000.00	3	Oct 2019	Active
	2007	Kenworth		T800			CAT C12 10 sp	truck tractor	red	\$125,000.00	\$40,000.00		May-21	Active
TOTAL										\$1,520,000.00	\$353,000.00			
		Class 8 Trailers		model	wheels	cab	suspension	body	color	replacement	value	yr	purchase	Status
item	year													
48	2001	talbert		semi trailer	2axle DRW	35 ton	air ride	lowboy	red	\$68,000.00	\$13,900.00	5	start	active
49	1998	fortaine		semi trailer	3axle DRW	70 ton	spring	low boy	black	\$89,000.00	\$30,000.00	5	Jun-16	active
50	1978	rogers		semi trailer	2axle DRW	25 ton	spring	lowboy	yellow	\$88,000.00	\$7,500.00	5	Apr-16	sold
51	2003	trailstar		semi trailer	2axle DRW	28'	spring	dump	red steel	\$42,000.00	\$25,000.00	5	start	active
52	1974	evans		semi trailer	2axle DRW	26'	spring	dump	aluminum	\$0.00	\$0.00	5	Apr-16	Scrap 2018
53	1992	hit-bilt		semi trailer	2 axle DRW	24'	spring	dump	yellow steel	\$42,000.00	\$10,000.00	5	Jun-16	active
54	1967	dorsey		semi trailer	2 axle DRW	22'	spring	dump	red steel	\$42,000.00	\$5,000.00	5	Sep-16	active
55	2018	east		semi trailer	2 axle DRW	28'	spring	dump	black steel	\$42,000.00	\$42,000.00	5	Sep-17	active
56	2003	dierzen		semi trailer	2 axle DRW	22'	spring	dump	red steel	\$42,000.00	\$9,800.00	5	Aug-17	active
57	2007	talico		semi trailer	2axle DRW	22'	spring	dump	gray steel	\$42,000.00	\$19,000.00	5	Aug-17	active
58	1997	trailstar		semi trailer	2axle DRW	45'	air ride	walking floor	aluminum	\$72,000.00	\$17,000.00	5	start	reserve
59	2001	travis		semi trailer	2axle DRW	48'	spring	walking floor	aluminum	\$72,000.00	\$23,000.00	5	Mar-16	active
TOTAL										\$1,520,000.00	\$353,000.00			
		Class 9 Trucks		model	wheels	cab	engine trans	body	color	replacement	value	yr	purchase	Status
item	year													
60	2003	Kenworth		T800			C15 18 spd	truck tractor	green	\$125,000.00	\$40,000.00			Active
61	1998	Kenworth		T800			N14 Red top	truck tractor	white	\$125,000.00	\$40,000.00		Jun-22	Active
62	2015	international		Prostar			ISX 15L	truck tractor	red	\$145,000.00	\$32,000.00		Mar-22	Active
TOTAL										\$1,520,000.00	\$353,000.00			

Packet Pg. 407

Packet Pg. 408

		2006	woods	15' WAM pull		counted below, implements																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
--	--	------	-------	--------------	--	---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

*not all listed

GRAND TOTAL	\$9,623,930.00	\$4,899,645.00
-------------	----------------	----------------



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Nic Maquet,

AGENDA ITEM: Ordinance No. 4056-23/24 Rezoning Request at 230 Court Street (Case RZ 2023-02)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: A rezoning request submitted by the City of Pekin for the property located at 230 Court St to change from RM-4 to RM-3 zoning as the city no longer has RM-4 in the code. Said property is zoned RM-4 Multi Family Residential with a legal description SEC 34 T25N R5W ORIGINAL TOWN LOTS 1 THRU 16 BLK 38, LOTS 1 THRU 8 BLK 39, LOTS 1 THRU 8 BLK 40 (EXC ROW) & VAC ST SE 1/4, with the following PIN: 04-04-34-442-003, in Tazewell County, Illinois.

The RM-4 zoning designation does not exist within the city's current zoning code. Staff feels that it is appropriate to rezone this property as RM-3.

The Zoning Board of Appeals recommended Approval for Rezoning this property to RM-3.

FINANCIAL IMPACT: N/A

Requested Amount: N/A
 Line Item: N/A
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: Request will be approved as recommended by the Zoning Board of Appeals

IMPACT IF DENIED: Request will be not approved as recommended by the Zoning Board of Appeals

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4056-23/24 Rezoning Request at 230 Court (Case RZ 2023-02)

WHEREAS, the real property (the “Property”) located at 230 Court Street, in the City of Pekin, Tazewell County, Illinois, is currently zoned RM-4, Multi-Family Residential, and further described as follows:

Lots 1 through 15 in Block 38, Lots 1 through 8 in Block 39, Lots 1 through 8 in Block 40 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PIN: 04-04-34-442-003; and

WHEREAS, the City of Pekin has submitted a petition to rezone the Property to RM-3, Multi-Family Residential because the RM-4 designation no longer exists within the City’s Zoning Code; and

WHEREAS, after a hearing pursuant to duly published notice, the Pekin Zoning Board of Appeals recommended that the request for rezoning be approved; and

WHEREAS, the City Council of the City of Pekin finds that the use and location of the Property is properly suited to a zoning classification of RM-3, Multi-Family Residential, and that such rezoning will not be detrimental to surrounding uses.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The zoning classification of the Property as shown and described on Exhibit A attached hereto is hereby changed from RM-4, Multi-Family Residential, to RM-3, Multi-Family Residential.

Section 3. Upon the effective date of this Ordinance, the change in zoning classification hereby adopted shall be marked on the official zoning map of the City of Pekin.

Section 4. This Ordinance is hereby ordered to be recorded in the office of the Tazewell County Clerk and Recorder.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Nic Maquet,

AGENDA ITEM: Ordinance No. 4057-23/24 Variance Request at 320, 324, 326, 328 330 Court Street (Case V 2023-06)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: A parking variance request submitted by Enviro-Safe (Randy & Julie Price) for the Construction of a 12,000 Sq Ft Gymnasium and Community center.at 320, 324, 326, 328 and 330 Court St. Said property is zoned B-2 Central Business District with a legal description of SEC 34 T25N R5W ORIGINAL TOWN E2' OF 4 & W21' OF LOT 5 BLK 46 SE ¼, SEC 34 T25N R5W ORIGINAL TOWN E 29' LOT 5 & W 1/2 LOT 6 BLK 46 SE ¼, SEC 34 T25N R5W ORIGINAL TOWN E 1/2 OF LOT 6 BLK 46 SE ¼, SEC 34 T25N R5W ORIGINAL TOWN W 1/2 LOT 7 BLK 46 SE ¼, with the following PIN: 04-04-34-438-010, 04-04-34-438-011, 04-04-34-438-012, 04-04-34-438-013, 04-04-34-438-014 in Tazewell County, Illinois.

The applicant wishes to construct a 12,000 Sq ft gymnasium and community center with second floor residential living. The city code requires all new construction to provide parking based on the use of the property. The owner is requesting that a variance be granted that would remove the requirements of providing onsite parking for all uses within the structure.

Section 4-3-9-1 (5)(c) The requirements of Section 4-3-9-3 may be reduced by one-half the minimum required spaces for those uses within the B-2 Central Business District. For those buildings existing within the B-2 District, no additional parking space need be provided when remodeling or rebuilding of structures is proposed, provided the floor area of existing structures on such site is not increased in the remodeling or rebuilding undertaken. Where floor area is increased, when modifying structures into loft apartments on the stories above the first-floor parking spaces shall be provided for such increased floor area in accord with the provisions of this Article.

Sec. 4-3-9-4-Schedule of Parking Requirements

Staff notes that this use is not specified in the parking schedule but believes the use would closely match the requirements for a sports arena.

Stadium, sports arena, or similar place of outdoor assembly requires 1 for each 3 seats or 6 feet of benches.

- Property is Currently zoned B-2
- The applicant has applied for parcel combination from Tazewell County.
- Staff were unable to calculate how many parking spaces would be required as no plans have been submitted to determine occupancy of the facility.
- The owner states that he believes he would only require 50 parking spaces.
- The owner states that bus parking would be located at 306 Court St.
- The city code requires each upper floor residential unit to have 1.5 parking spaces per unit.

The Zoning Board of Appeals Recommended approval of waiving all onsite parking requirements.

FINANCIAL IMPACT: N/A

Requested Amount: N/A
Line Item: N/A
Budgeted Amount: N/A
Remaining Funds: N/A

IMPACT IF APPROVED: Request will be approved as recommended by the Zoning Board of Appeals

IMPACT IF DENIED: Request will be not approved as recommended by the Zoning Board of Appeals

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
Date:

Ordinance No. 4057-23/24 Variance Request at 320, 324, 326, 328 and 330 Court Street (Case V 2023-06)

WHEREAS, Enviro-Safe, Inc. (“Petitioner”) is the owner of the property located at 320, 324, 326, 328 and 330 Court Street, Pekin, Illinois (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-9-4 of the City Zoning Code to waive the requirement for off-street parking for the gymnasium and community center to be constructed on the Property; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variance; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 4-3-2-1-2 of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois:

Section 1. The findings and recitations set forth above are found to be true and correct and are adopted herein.

Section 2. The variance requested by Petitioner to waive the off-street parking requirement of section 4-3-9-4 of the Pekin City Code is approved.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Nic Maquet,

AGENDA ITEM: Ordinance No. 4058-23/24 Special Use Request 320, 324, 326, 328 330 Court Street (Case SU 2023-01)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: A special use request submitted by Enviro-Safe (Randy & Julie Price) for the Construction of a 12,000 Sq Ft Gymnasium and Community center.at 320, 324, 326, 328 and 330 Court St. The second floor would also be used as residential living. Said property is zoned B-2 Central Business District with a legal description of SEC 34 T25N R5W ORIGINAL TOWN E2' OF 4 & W21' OF LOT 5 BLK 46 SE ¼, SEC 34 T25N R5W ORIGINAL TOWN E 29' LOT 5 & W 1/2 LOT 6 BLK 46 SE ¼, SEC 34 T25N R5W ORIGINAL TOWN E 1/2 OF LOT 6 BLK 46 SE ¼, SEC 34 T25N R5W ORIGINAL TOWN W 1/2 LOT 7 BLK 46 SE ¼, with the following PIN: 04-04-34-438-010, 04-04-34-438-011, 04-04-34-438-012, 04-04-34-438-013, 04-04-34-438-014 in Tazewell County, Illinois.

The applicant wishes to construct a fully sprinkled 12,000 Sq ft gymnasium and community center with second floor residential living. A gymnasium and community center are not currently listed in the zoning code under a B-2. Upper floor residential living is allowed within the B-2 district for the sole use of the property owner.

- Property is Currently zoned B-2
- Allowable Lot Coverage is 100%
- No minimum setbacks are required from the property lines.
- **Sec. 4-3-6-4-2. Principal uses permitted (11)** The uses allowed and as controlled in RM-2 Districts may be permitted on those floors above the first story solely for the owner of the property or the business therein, in accordance with the dwelling unit density requirements of the RM-2 District. All height, setback, floor area ratio, and percent of lot coverage requirements shall comply with the requirements of the B-2 District. In determining dwelling unit density, the parcel area, including that area to be occupied by the principal use, may be computed.
- The applicant has applied for parcel combination from Tazewell County
- The owner would utilize the current downtown public parking lot and on street parking as needed.

The Zoning Board of Appeals recommended approval of the Special Use permit to construct a 12,000 Sq Ft Gymnasium/Community center with 2nd floor living. This special Use would allow for the Construction of the Gymnasium/Community Center in the B-2 Zoning District and upper floor residential living that would not be occupied by the property owner.

FINANCIAL IMPACT: N/A

Requested Amount: N/A
 Line Item: N/A
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: Request will be approved as recommended by the Zoning Board of Appeals

IMPACT IF DENIED: Request will be not approved as recommended by the Zoning Board of Appeals

ALTERNATIVES:

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

Date:

City Manager:

Date:

**Ordinance No. 4058-23/24 Special Use Request at 320, 324, 326, 328 and 330 Court Street
(Case SU 2023-01)**

WHEREAS, Enviro-Safe, Inc., (“Petitioner”) owns the property located at 320, 324, 326, 328, and 330 Court Street in the City of Pekin (the “Property”); and

WHEREAS, the Property is located in the B-2, Central Business district; and

WHEREAS, the Petitioner has applied for a special use to allow for residential use on the floors above the first floor by someone other than the owner of the Property; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested special use.

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

Section 1. The findings and recitations set forth above are found to be true and correct and are adopted herein.

Section 2. The Special Use requested by Petitioner to allow for residential use on the upper floor of the building to be constructed on the Property pursuant to section 4-3-6-4-3(1) of the Pekin City Code is approved.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Nic Maquet,

AGENDA ITEM: Ordinance No. 4059-23/24 Variance Request at 1303 N 8th Street (Case V 2023-05)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: A variance request submitted by Baldovin Construction (Padmavati Patel) for the property located at 1303 N 8th to reduce parking requirements for a wine bar. Said property is zoned B-3 General Business District with a legal description SEC 35 T25N R5W BAILEYS ADDN LOTS 7 & 8 (EXC HWY) BLK 1 NW 1/4, with the following PIN: 04-04-35-124-007 in Tazewell County, Illinois.

A parking variance is being requested for the new proposed use of the property located at 1303 N. 8th St. The owner wishes to convert the existing gas station into a wine bar and does not have the required space to create the minimum number of parking spaces that is required by the city code.

- **Sec. 4-3-9-4-Schedule of Parking Requirements** states that Establishments for sale and consumption on the premises or beverages, food, or refreshments requires 1 for each 100 square feet of useable floor space or 1 for each 2 persons allowed within the maximum occupancy load as established by local, County or State Fire, Building or Health Codes.
- Staff have reviewed their submitted plans and have determined that they will be required to have 16 parking spaces.
- The existing property can only fit 12 compliant parking spaces.
- The project will revitalize the area and make use of an abandoned lot.
- The Zoning Board of Appeals has recommended Approval of reducing the required amount of parking spaces from 16 to 12.

FINANCIAL IMPACT:

Requested Amount: N/A
 Line Item: N/A
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: Request will be approved as recommended by the Zoning Board of Appeals

IMPACT IF DENIED: Request will be not approved as recommended by the Zoning Board of Appeals

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4059-23/24 Variance Request at 1303 N 8th Street (Case V 2023-05)

WHEREAS, Baldovin Construction (“Petitioner”) is the representative of the owner of the property located at 1303 N. 8th Street, Pekin, Illinois (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-9-4 of the City Zoning Code to reduce the number of required off-street parking spaces on the Property; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variance; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 4-3-2-1-2 of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois:

Section 1. The findings and recitations set forth above are found to be true and correct and are adopted herein.

Section 2. The variance requested by Petitioner to reduce the number of parking spaces required on the Property under section 4-3-9-4 of the Pekin City Code from 16 to 12 is approved.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Nic Maquet,

AGENDA ITEM: Ordinance No. 4060-23/24 Case V 2022-08 (Tabled from September 2022)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: A variance request submitted by Michael McGlasson to bring an awning out 20 feet to the east side of the house and 6 feet in front of the house and over an area where the current window will be replaced by a door at 1521 Henrietta St. Said property is zoned R-4 One Family Residential and with a legal description SEC 35 T25N R5W MILLERS ADDN LOT 9 BLK 8 SE 1/4, with the following PIN: 04-04-35-416-013, in Tazewell County, Illinois.

The following have been identified as necessary variances to facilitate the project as submitted by the applicant:

- Front yard setback does not meet requirements for R-4 listed in 4-3-7-1. Current structure is less than 6 feet from the property line so the proposed 6 feet awning would extend into Henrietta Street's Right-of-Way.
- Side yard setback also does not meet requirements for R-4 in 4-3-7-1. However, this setback has been received an approved variance for the same proposed width in 2017 for this property.
- The current structure is located roughly 4ft behind the property line.

The Zoning Board of Appeals recommended approval of an amended variance. The Zoning Board of Appeals recommended that the front yard setbacks be reduced from 25ft to 2 ft to accommodate the structure's existing location with the addition of the proposed awning.

FINANCIAL IMPACT: N/A

Requested Amount: N/A
 Line Item: N/A
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: Request will be approved as recommended by the Zoning Board of Appeals

IMPACT IF DENIED: Request will be not approved as recommended by the Zoning Board of Appeals

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4060-23/24 Variance Request at 1521 Henrietta Street (Case V 2022-08)

WHEREAS, Michael McGlasson (“Petitioner”) is the owner of the property located at 1521 Henrietta Street, Pekin, Illinois (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of sections 4-3-7-1 of the City Zoning Code to reduce the required front and side yard setbacks on the Property in order to build a carport and an awning over the front entrance; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variance with the condition that the awning not extend into the Henrietta Street right-of-way; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 4-3-2-1-2 of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois:

Section 1. The findings and recitations set forth above are found to be true and correct and are adopted herein.

Section 2. The variance requested by Petitioner to reduce the front and side yard setback requirements of section 4-3-7-1 of the Pekin City Code is approved with the condition that no part of the awning or carport may extend into the Henrietta Street right-of-way.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Nic Maquet,

AGENDA ITEM: Ordinance No. 4061-23/24 Case V 2023-04 1813 Parkfield Drive)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: A variance request submitted by Dean Schneider for the property located at 1813 Parkfield Dr to reduce side yard setbacks and increase curb cut width in order to build a pole barn with driveway. Said property is zoned R-1 One Family Residential and with a legal description SEC 11 T24N R5W DEERFIELD ESTATES SEC 1 LOT 8 NW 1/4, with the following PIN: 10-10-11-106-006, in Tazewell County, Illinois.

The applicant wishes to build a 36 ft x 48 ft pole barn in his back yard, widen his driveway, and extend it back to the proposed pole barn.

- Reduce side yard setback to 3 feet which is 7 feet closer than the required minimum of 10 foot listed for R-1 One Family Residential in city code section 4-3-7-1
- Increase allowed driveway curb cut from 30ft to 42ft which is 12ft wider than what is allowed for a property which has a residential lot frontage of 90 ft or greater as listed in city code section 4-3-9-1.
- This property has a residential lot frontage of 100ft.

The Zoning Board of Appeals has recommended approval.

FINANCIAL IMPACT:

Requested Amount: N/A
 Line Item: N/A
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: Request will be approved as recommended by the Zoning Board of Appeals

IMPACT IF DENIED: Request will be not approved as recommended by the Zoning Board of Appeals

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4061-23/24 Variance Request at 1813 Parkfield Drive (Case V 2023-04)

WHEREAS, Dean Schneider (“Petitioner”) is the owner of the property located at 1813 Parkfield Drive, Pekin, Illinois (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of (i) section 4-3-7-1 to reduce the required side yard setback from 7 feet to 3 feet, and (ii) section 4-3-9-1 to allow a 42-foot-wide driveway curb cut; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variances; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 4-3-2-1-2 of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois:

Section 1. The findings and recitations set forth above are found to be true and correct and are adopted herein.

Section 2. The variances requested by Petitioner are approved as submitted.

Section 3. The variances shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK

**REQUEST FOR COUNCIL ACTION**

Agenda Date: May 22, 2023
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Proposed East Residential & South Residential TIF Districts Public Meeting and Timeline

REQUIRED SIGNATURES

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

City Manager:
Date:

**CITY OF PEKIN
PROPOSED EAST RESIDENTIAL
& SOUTH RESIDENTIAL TIF DISTRICTS
PUBLIC MEETING ANNOUNCEMENT**

Date of Announcement: May 22, 2023

Date Posted: May __, 2023

Posted By: Sue McMillan, City Clerk

MEETING: Public Meeting for the Proposed City of Pekin
East Residential & South Residential TIF Districts

WHEN: Tuesday, June 13, 2023 at 5:00 p.m.

WHERE: Pekin City Hall, 111 South Capitol Street, Pekin, Illinois

PURPOSE: To enable the City to advise the public, taxing districts having real property in the redevelopment project areas, taxpayers who own property in the redevelopment project areas, and residents in the areas as to the City's possible intent to prepare Redevelopment Plans and designate a Redevelopment Project Areas for the proposed East Residential and South Residential TIF Districts and to receive public comment.

AGENDA:

1. Convene Public Meeting.
2. Advise City's intent to establish the Pekin East Residential and the South Residential TIF Districts.
3. Receive Public Comment.
4. Adjourn.

CITY OF PEKIN, ILLINOIS
PROPOSED EAST RESIDENTIAL & SOUTH RESIDENTIAL TIF DISTRICTS
PROPOSED TIMELINE FOR DISCUSSION PURPOSES ONLY

Municipal Meetings: 2nd & 4th Mondays @ 5:30 pm

© 2023 The Economic Development Group, Ltd., Jacob & Klein, Ltd.

DRAFT COPY: 2 MAY 2023

	DATE:	✓	STEP IN THE PROCEDURE:
1	Monday, January 24, 2022	X	REGULAR COUNCIL MEETING: ORDINANCES to Approve Professional Services Agreements.
2	Monday, May 22, 2023		REGULAR COUNCIL MEETING: ORDINANCES to establish Interested Parties Registries & City announces date, time and place for a Public Meetings.
3	Wednesday, May 24, 2023		Publish Notice of Interested Parties Registries
4	Monday, May 29, 2023		Public Meeting Mailings.
5	Tuesday, June 13, 2023		PUBLIC MEETINGS: 5:00 pm
6	Thursday, June 15, 2023		Submit Draft TIF Plans or Qualification Reports to City.
7	Monday, June 26, 2023		REGULAR COUNCIL MEETING: ORDINANCES to Set Date(s) for Public Hearings
8	Wednesday, June 28, 2023		Certified Taxing District Mailings for Public Hearings and JRB Meetings.
9	Friday, July 7, 2023		Mail Notices of Public Hearings certified to Taxpayers & regular mail to residents & IPR registrants.
10	Friday, July 14, 2023		Mail Notices of Public Hearings to residential addresses within 750 feet.
11	Wednesday, July 19, 2023		JOINT REVIEW BOARD (JRB) MEETINGS: 11:00 a.m.
12	Wednesday, July 26, 2023		First Publication of Public Hearing Notices.
13	Wednesday, August 2, 2023		Second Publication of Public Hearing Notices.
14	Monday, August 14, 2023		PUBLIC HEARINGS: 5:30 p.m.
15	Monday, August 28, 2023		REGULAR COUNCIL MEETING: APPROVE FINAL ORDINANCES TO ESTABLISH TIF DISTRICTS
NOTE: The Economic Development Group, Ltd. prepares and coordinates all notices and publications; moderates JRB Meetings and Public Hearings; and Jacob & Klein, Ltd. provides all required Ordinances to the City.			

Attachment: Pekin Residential TIFs Draft Timeline 5.8.23 (3530 : Proposed East Residential & South Residential TIF Districts Public Meeting



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM: Ordinance No. 4048-22/23 Authorizing The Establishment of Tax Increment Financing "Interested Parti

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The City Council desires to promote the health, safety and welfare of the City and its citizens and to prevent the spread of blight and deterioration by promoting the development of private investment in property, thereby increasing the real estate tax base of the City. The City has provided incentives to owners or prospective owners of real property to develop, redevelop, rehabilitate or upgrade property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues derived from properties within existing Tax Increment Financing Districts (TIF) within the City.

The City now desires to expand opportunities for development or redevelopment within the City by establishing an East Residential TIF. The City has approved several Inducement Resolutions related to the East Residential TIF and is now ready to move forward to the next stage in establishing an East Residential TIF through the adoption of an Interested Parties Registry and the rules for the Registry. The establishment of the Registry is the next step in the process of establishing the East Residential TIF. Once the Registry is established, there will be public hearings before the final establishment of the TIF.

FINANCIAL IMPACT: None

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

4/21/2023

Date:

City Manager:

Date:

Ordinance No. 4048-22/23 An Ordinance Authorizing The Establishment of A Tax Increment Financing "Interested Parties Registry" for Proposed Pekin East Residential Tax Increment Financing (TIF) District

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

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-22/23

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A
TAX INCREMENT FINANCING
“INTERESTED PARTIES REGISTRY”**

and

**ADOPTION OF REGISTRATION RULES
FOR SUCH REGISTRY**

for the

**PROPOSED PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
ON THE 24TH DAY OF APRIL, 2023.**

ORDINANCE NO. _____-22/23

CITY OF PEKIN, ILLINOIS

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A
TAX INCREMENT FINANCING
“INTERESTED PARTIES REGISTRY”**

and

**ADOPTION OF REGISTRATION RULES
FOR SUCH REGISTRY**

for the

**PROPOSED PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT**

PREAMBLE

WHEREAS, the City of Pekin, Tazewell County, Illinois (the “City”) is a Home-Rule Municipal Corporation organized under the laws of the State of Illinois; and

WHEREAS, pursuant to Section 11-74. 4-4.2 of the TIF Act, the City is required to establish certain “Interested Parties Registries” and adopt Registration Rules for such registries for its proposed Pekin East Residential Tax Increment Financing (TIF) District; and

WHEREAS, the City desires to adopt this ordinance in order to comply with such requirements of the TIF Act.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS THAT:**

1. The above recitals are incorporated herein and made a part hereof.
2. In accordance with Section 11-74.4-4.2 of the Act, the City hereby adopts the Registration Rules attached hereto as ***Exhibit A*** as Registration Rules for each such “Interested Parties Registry”. The City Clerk, with the consent of the City’s Special Counsel Jacob & Klein, Ltd., as to form and legality, shall have the authority to amend such Registration Rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the TIF Act.
3. The City Clerk is hereby authorized and directed to create an “Interested Parties Registry” attached hereto as ***Exhibit B*** in accordance with Section 11-74.4-4.2 of the TIF Act for each redevelopment project area created under the TIF Act, whether now existing or created after the date of the adoption of this ordinance.

4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.
5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.
6. This ordinance shall be in full force and effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois, this 24th day of April, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN	ABSENT
John Abel				
Becky Cloyd				
Lloyd Orrick				
Dave Nutter				
Rick Hilst				
Karen Hohimer				
TOTALS:				

APPROVED:

ATTEST:

Mayor Pro-Tem

City Clerk

ATTACHMENTS:

EXHIBIT A: Pekin East Residential Tax Increment Financing (TIF) District Interested Parties Registry Registration Rules

EXHIBIT B: Pekin East Residential Tax Increment Financing (TIF) District Interested Parties Registry Forms

EXHIBIT A
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PROPOSED PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT

INTERESTED PARTIES REGISTRY
REGISTRATION RULES

A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below:

- i. **“Act”** shall mean the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time.
- ii. **“Clerk”** shall mean the City Clerk.
- iii. **“Interested Party(ies)”** shall mean (a) any organization(s) active within the City, (b) any resident(s) of the City, and (c) any other entity or person otherwise entitled under the Act to register in the Interested Parties Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.
- iv. **“Redevelopment Project Area”** shall mean a redevelopment project area that (a) is intended to qualify or that has previously or subsequently qualified as a “redevelopment project area” under the Act, and (b) is subject to the *“Interested Parties Registry”* requirements of the Act.
- v. **“Registration Form”** shall mean the form appended to these Registration Rules, or such revised form as may be approved by the Department consistent with the requirements of the Act.
- vi. **“Registry”** or **“Registries”** shall mean each *Interested Parties Registry*, and all such registries, collectively, established by the City pursuant to Section 11-74.4-4.2 of the Act for a Redevelopment Project Area.
- vii. **“City”** shall mean the City of Pekin, Tazewell County, Illinois, an Illinois Municipal Corporation.

B. Establishment of Registry. The City shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established.

C. Maintenance of Registry. The Registries shall be maintained by the Clerk, which has a principal business office located at: Pekin City Hall, 111 South Capitol Street, Pekin, Illinois

61554. The City may transfer the responsibility for maintaining the Registries to such other Department provided that the City (a) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer, and (b) publishes notice of such transfer in a newspaper of general circulation in the City.

- D. Registration by Individual Residents.** An individual seeking to register as an Interested Party with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Clerk. Such individual must also submit a copy of a current driver's license, lease, utility bill, or such other evidence as may be acceptable to the Clerk to establish the individual's current residency.
- E. Registration by Organizations.** An organization seeking to register as an Interested Party with respect to a redevelopment project area must complete and submit a Registration Form to the Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the City.
- F. Determination of Eligibility to Register.** All individuals and organizations whose Registration form and supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the Clerk's receipt of all such documents. The Clerk shall provide written notice to the registrant confirming such registration. Upon registration, Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable redevelopment project area. If the Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Rules, the Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.
- G. Renewal and Termination.** An Interested Party's registration shall remain effective for a period of three years. At any time after such three-year period, the Clerk may provide written notice by regular mail to the Interested Party stating that such registration shall terminate unless the Interested Party renews such registration within thirty (30) days of the Clerk's mailing of written notice. To renew such registration, the Interested Party shall, within such thirty (30) day period, complete and submit the same Registration form and supporting documentation then required of initial registrants in order to permit the Clerk to confirm such person's residency or such organization's operations in the City. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be reviewed for an additional, consecutive three-year period. If the Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30) days of receipt of the

Clerk's notice. If all defects are not corrected within thirty (30) days or the Interested Party's receipt of the Clerk's notice, the Interested Party's registration shall be terminated. Any Interested Party whose registration is terminated shall be entitled to register again as if a first-time registrant.

- H. Amendment to Registration.** An Interested Party may amend its registration by giving written notice to the Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.
- I. Registries Available for Public Inspection.** Each Registry shall be available for public inspection during normal City business hours. The Registry shall include the name, address and telephone number of each Interested Person and, for organizations, the name and phone number of a designated contact person.
- J. Notices to be Sent to Interested Parties.** Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
- i. pursuant to §74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan; and
 - ii. pursuant to §74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of the households will exceed 10; such notice shall be sent by mail not later than 10 days following the City's adoption by ordinance of such changes; and
 - iii. pursuant to §74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment

project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than 10 days following the City's adoption by ordinance of any such amendment; and

- iv. pursuant to §74.4-5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the certified audit report described in §74.4-5(d)(9), including how to obtain the certified audit report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report; and
- v. pursuant to §74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of 10 or more inhabited residential units or which will contain 75 or more inhabited residential units, such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

K. Non-Interference. These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.

L. Amendment of Registration Rules. These Registration Rules may be amended by the City Council, subject to and consistent with the requirements of the Act.

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

EXHIBIT B

**CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PROPOSED PEKIN EAST RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT**

INTERESTED PARTIES REGISTRY

The following Individuals and Organizations have registered with the City under Rules adopted by the City pursuant to 65 Illinois Compiled Statutes 5/11-74.4-4.2:

PEKIN EAST RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT REGISTRY FOR INDIVIDUAL RESIDENT					
<i>No.</i>	<i>Print Name</i>	<i>Phone</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Attachment: Pekin East Residential TIF_IPR ORDINANCE (3473 : Ordinance No. 4048-22/23 Authorizing The Establishment of Tax Increment

**PEKIN EAST RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT
REGISTRY FOR ORGANIZATIONS**

No.	<i>Print Name of Organization and Contact Person</i>	<i>Phone</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
1	<i>Organization:</i> <i>Contact:</i>				
2	<i>Organization:</i> <i>Contact:</i>				
3	<i>Organization:</i> <i>Contact:</i>				
4	<i>Organization:</i> <i>Contact:</i>				
5	<i>Organization:</i> <i>Contact:</i>				
6	<i>Organization:</i> <i>Contact:</i>				
7	<i>Organization:</i> <i>Contact:</i>				
8	<i>Organization:</i> <i>Contact:</i>				
9	<i>Organization:</i> <i>Contact:</i>				
10	<i>Organization:</i> <i>Contact:</i>				
11	<i>Organization:</i> <i>Contact:</i>				
12	<i>Organization:</i> <i>Contact:</i>				

Attachment: Pekin East Residential TIF_IPR ORDINANCE (3473 : Ordinance No. 4048-22/23 Authorizing The Establishment of Tax Increment

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A
TAX INCREMENT FINANCING
“INTERESTED PARTIES REGISTRY”**

and

**ADOPTION OF REGISTRATION RULES
FOR SUCH REGISTRY**

for the

**PROPOSED PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
ON THE 22TH DAY OF MAY, 2023.**

ORDINANCE NO. _____-23/24

CITY OF PEKIN, ILLINOIS

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A
TAX INCREMENT FINANCING
“INTERESTED PARTIES REGISTRY”**

and

**ADOPTION OF REGISTRATION RULES
FOR SUCH REGISTRY**

for the

**PROPOSED PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT**

PREAMBLE

WHEREAS, the City of Pekin, Tazewell County, Illinois (the “City”) is a Home-Rule Municipal Corporation organized under the laws of the State of Illinois; and

WHEREAS, pursuant to Section 11-74. 4-4.2 of the TIF Act, the City is required to establish certain “Interested Parties Registries” and adopt Registration Rules for such registries for its proposed Pekin East Residential Tax Increment Financing (TIF) District; and

WHEREAS, the City desires to adopt this ordinance in order to comply with such requirements of the TIF Act.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS THAT:**

1. The above recitals are incorporated herein and made a part hereof.
2. In accordance with Section 11-74.4-4.2 of the Act, the City hereby adopts the Registration Rules attached hereto as ***Exhibit A*** as Registration Rules for each such “Interested Parties Registry”. The City Clerk, with the consent of the City’s Special Counsel Jacob & Klein, Ltd., as to form and legality, shall have the authority to amend such Registration Rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the TIF Act.
3. The City Clerk is hereby authorized and directed to create an “Interested Parties Registry” attached hereto as ***Exhibit B*** in accordance with Section 11-74.4-4.2 of the TIF Act for each redevelopment project area created under the TIF Act, whether now existing or created after the date of the adoption of this ordinance.

4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.
5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.
6. This ordinance shall be in full force and effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois, this 22th day of May, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN	ABSENT
John Abel				
Becky Cloyd				
Lloyd Orrick				
Dave Nutter				
Rick Hilst				
Karen Hohimer				
Mary Burress, Mayor				
TOTALS:				

APPROVED:

ATTEST:

Mayor

City Clerk

ATTACHMENTS:

EXHIBIT A: Pekin East Residential Tax Increment Financing (TIF) District Interested Parties Registry Registration Rules

EXHIBIT B: Pekin East Residential Tax Increment Financing (TIF) District Interested Parties Registry Forms

EXHIBIT A
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PROPOSED PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT

INTERESTED PARTIES REGISTRY
REGISTRATION RULES

A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below:

- i. **“Act”** shall mean the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time.
- ii. **“Clerk”** shall mean the City Clerk.
- iii. **“Interested Party(ies)”** shall mean (a) any organization(s) active within the City, (b) any resident(s) of the City, and (c) any other entity or person otherwise entitled under the Act to register in the Interested Parties Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.
- iv. **“Redevelopment Project Area”** shall mean a redevelopment project area that (a) is intended to qualify or that has previously or subsequently qualified as a “redevelopment project area” under the Act, and (b) is subject to the *“Interested Parties Registry”* requirements of the Act.
- v. **“Registration Form”** shall mean the form appended to these Registration Rules, or such revised form as may be approved by the Department consistent with the requirements of the Act.
- vi. **“Registry”** or **“Registries”** shall mean each *Interested Parties Registry*, and all such registries, collectively, established by the City pursuant to Section 11-74.4-4.2 of the Act for a Redevelopment Project Area.
- vii. **“City”** shall mean the City of Pekin, Tazewell County, Illinois, an Illinois Municipal Corporation.

B. Establishment of Registry. The City shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established.

C. Maintenance of Registry. The Registries shall be maintained by the Clerk, which has a principal business office located at: Pekin City Hall, 111 South Capitol Street, Pekin, Illinois

61554. The City may transfer the responsibility for maintaining the Registries to such other Department provided that the City (a) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer, and (b) publishes notice of such transfer in a newspaper of general circulation in the City.

- D. Registration by Individual Residents.** An individual seeking to register as an Interested Party with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Clerk. Such individual must also submit a copy of a current driver's license, lease, utility bill, or such other evidence as may be acceptable to the Clerk to establish the individual's current residency.
- E. Registration by Organizations.** An organization seeking to register as an Interested Party with respect to a redevelopment project area must complete and submit a Registration Form to the Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the City.
- F. Determination of Eligibility to Register.** All individuals and organizations whose Registration form and supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the Clerk's receipt of all such documents. The Clerk shall provide written notice to the registrant confirming such registration. Upon registration, Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable redevelopment project area. If the Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Rules, the Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.
- G. Renewal and Termination.** An Interested Party's registration shall remain effective for a period of three years. At any time after such three-year period, the Clerk may provide written notice by regular mail to the Interested Party stating that such registration shall terminate unless the Interested Party renews such registration within thirty (30) days of the Clerk's mailing of written notice. To renew such registration, the Interested Party shall, within such thirty (30) day period, complete and submit the same Registration form and supporting documentation then required of initial registrants in order to permit the Clerk to confirm such person's residency or such organization's operations in the City. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be reviewed for an additional, consecutive three-year period. If the Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30) days of receipt of the

Clerk's notice. If all defects are not corrected within thirty (30) days or the Interested Party's receipt of the Clerk's notice, the Interested Party's registration shall be terminated. Any Interested Party whose registration is terminated shall be entitled to register again as if a first-time registrant.

- H. Amendment to Registration.** An Interested Party may amend its registration by giving written notice to the Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.
- I. Registries Available for Public Inspection.** Each Registry shall be available for public inspection during normal City business hours. The Registry shall include the name, address and telephone number of each Interested Person and, for organizations, the name and phone number of a designated contact person.
- J. Notices to be Sent to Interested Parties.** Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
- i. pursuant to §74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan; and
 - ii. pursuant to §74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of the households will exceed 10; such notice shall be sent by mail not later than 10 days following the City's adoption by ordinance of such changes; and
 - iii. pursuant to §74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment

project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than 10 days following the City's adoption by ordinance of any such amendment; and

- iv. pursuant to §74.4-5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the certified audit report described in §74.4-5(d)(9), including how to obtain the certified audit report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report; and
- v. pursuant to §74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of 10 or more inhabited residential units or which will contain 75 or more inhabited residential units, such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

K. Non-Interference. These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.

L. Amendment of Registration Rules. These Registration Rules may be amended by the City Council, subject to and consistent with the requirements of the Act.

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

EXHIBIT B

**CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PROPOSED PEKIN EAST RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT**

INTERESTED PARTIES REGISTRY

The following Individuals and Organizations have registered with the City under Rules adopted by the City pursuant to 65 Illinois Compiled Statutes 5/11-74.4-4.2:

PEKIN EAST RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT REGISTRY FOR INDIVIDUAL RESIDENT					
<i>No.</i>	<i>Print Name</i>	<i>Phone</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Attachment: Pekin East Residential TIF_IPR ORDINANCE (3473 : Ordinance No. 4048-22/23 Authorizing The Establishment of Tax Increment

**PEKIN EAST RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT
REGISTRY FOR ORGANIZATIONS**

No.	<i>Print Name of Organization and Contact Person</i>	<i>Phone</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
1	<i>Organization:</i> <i>Contact:</i>				
2	<i>Organization:</i> <i>Contact:</i>				
3	<i>Organization:</i> <i>Contact:</i>				
4	<i>Organization:</i> <i>Contact:</i>				
5	<i>Organization:</i> <i>Contact:</i>				
6	<i>Organization:</i> <i>Contact:</i>				
7	<i>Organization:</i> <i>Contact:</i>				
8	<i>Organization:</i> <i>Contact:</i>				
9	<i>Organization:</i> <i>Contact:</i>				
10	<i>Organization:</i> <i>Contact:</i>				
11	<i>Organization:</i> <i>Contact:</i>				
12	<i>Organization:</i> <i>Contact:</i>				

Attachment: Pekin East Residential TIF_IPR ORDINANCE (3473 : Ordinance No. 4048-22/23 Authorizing The Establishment of Tax Increment



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM: Ordinance No. 4049-22/23 Authorizing The Establishment of A TIF Interested Parties Registry South

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The City Council desires to promote the health, safety and welfare of the City and its citizens and to prevent the spread of blight and deterioration by promoting the development of private investment in property, thereby increasing the real estate tax base of the City. The City has provided incentives to owners or prospective owners of real property to develop, redevelop, rehabilitate or upgrade property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues derived from properties within existing Tax Increment Financing Districts (TIF) within the City.

The City now desires to expand opportunities for development or redevelopment within the City by establishing a South Residential TIF and is now ready to move forward to the next stage in establishing a South Residential TIF through the adoption of an Interested Parties Registry and the rules for Registry. The establishment of the Registry is the next step in the process of establishing the South Residential TIF. Once the Registry is established, there will be public hearings before the final establishment of the TIF.

FINANCIAL IMPACT:

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

4/21/2023

Date:

City Manager:

Date:

Ordinance No. 4049-22/23 An Ordinance Authorizing The Establishment of A Tax Increment Financing "Interested Parties Registry" for Proposed Pekin South Residential Tax Increment Financing (TIF) District

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

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-22/23

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A
TAX INCREMENT FINANCING
“INTERESTED PARTIES REGISTRY”**

and

**ADOPTION OF REGISTRATION RULES
FOR SUCH REGISTRY**

for the

**PROPOSED PEKIN SOUTH RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
ON THE 24TH DAY OF APRIL, 2023.**

ORDINANCE NO. _____-22/23

CITY OF PEKIN, ILLINOIS

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A
TAX INCREMENT FINANCING
“INTERESTED PARTIES REGISTRY”**

and

**ADOPTION OF REGISTRATION RULES
FOR SUCH REGISTRY**

for the

**PROPOSED PEKIN SOUTH RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT**

PREAMBLE

WHEREAS, the City of Pekin, Tazewell County, Illinois (the “City”) is a Home-Rule Municipal Corporation organized under the laws of the State of Illinois; and

WHEREAS, pursuant to Section 11-74. 4-4.2 of the TIF Act, the City is required to establish certain “Interested Parties Registries” and adopt Registration Rules for such registries for its proposed Pekin South Residential Tax Increment Financing (TIF) District; and

WHEREAS, the City desires to adopt this ordinance in order to comply with such requirements of the TIF Act.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS THAT:**

1. The above recitals are incorporated herein and made a part hereof.
2. In accordance with Section 11-74.4-4.2 of the Act, the City hereby adopts the Registration Rules attached hereto as ***Exhibit A*** as Registration Rules for each such “Interested Parties Registry”. The City Clerk, with the consent of the City’s Special Counsel Jacob & Klein, Ltd., as to form and legality, shall have the authority to amend such Registration Rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the TIF Act.
3. The City Clerk is hereby authorized and directed to create an “Interested Parties Registry” attached hereto as ***Exhibit B*** in accordance with Section 11-74.4-4.2 of the TIF Act for each redevelopment project area created under the TIF Act, whether now existing or created after the date of the adoption of this ordinance.

4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.
5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.
6. This ordinance shall be in full force and effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois, this 24th day of April, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN	ABSENT
John Abel				
Becky Cloyd				
Lloyd Orrick				
Dave Nutter				
Rick Hilst				
Karen Hohimer				
TOTALS:				

APPROVED:

ATTEST:

Mayor Pro-Tem

City Clerk

ATTACHMENTS:

EXHIBIT A: Pekin South Residential Tax Increment Financing (TIF) District Interested Parties Registry Registration Rules

EXHIBIT B: Pekin South Residential Tax Increment Financing (TIF) District Interested Parties Registry Forms

EXHIBIT A
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PROPOSED PEKIN SOUTH RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT

INTERESTED PARTIES REGISTRY
REGISTRATION RULES

A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below:

- i. **“Act”** shall mean the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time.
- ii. **“Clerk”** shall mean the City Clerk.
- iii. **“Interested Party(ies)”** shall mean (a) any organization(s) active within the City, (b) any resident(s) of the City, and (c) any other entity or person otherwise entitled under the Act to register in the Interested Parties Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.
- iv. **“Redevelopment Project Area”** shall mean a redevelopment project area that (a) is intended to qualify or that has previously or subsequently qualified as a “redevelopment project area” under the Act, and (b) is subject to the *“Interested Parties Registry”* requirements of the Act.
- v. **“Registration Form”** shall mean the form appended to these Registration Rules, or such revised form as may be approved by the Department consistent with the requirements of the Act.
- vi. **“Registry”** or **“Registries”** shall mean each *Interested Parties Registry*, and all such registries, collectively, established by the City pursuant to Section 11-74.4-4.2 of the Act for a Redevelopment Project Area.
- vii. **“City”** shall mean the City of Pekin, Tazewell County, Illinois, an Illinois Municipal Corporation.

B. Establishment of Registry. The City shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established.

C. Maintenance of Registry. The Registries shall be maintained by the Clerk, which has a principal business office located at: Pekin City Hall, 111 South Capitol Street, Pekin, Illinois

61554. The City may transfer the responsibility for maintaining the Registries to such other Department provided that the City (a) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer, and (b) publishes notice of such transfer in a newspaper of general circulation in the City.

- D. Registration by Individual Residents.** An individual seeking to register as an Interested Party with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Clerk. Such individual must also submit a copy of a current driver's license, lease, utility bill, or such other evidence as may be acceptable to the Clerk to establish the individual's current residency.
- E. Registration by Organizations.** An organization seeking to register as an Interested Party with respect to a redevelopment project area must complete and submit a Registration Form to the Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the City.
- F. Determination of Eligibility to Register.** All individuals and organizations whose Registration form and supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the Clerk's receipt of all such documents. The Clerk shall provide written notice to the registrant confirming such registration. Upon registration, Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable redevelopment project area. If the Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Rules, the Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.
- G. Renewal and Termination.** An Interested Party's registration shall remain effective for a period of three years. At any time after such three-year period, the Clerk may provide written notice by regular mail to the Interested Party stating that such registration shall terminate unless the Interested Party renews such registration within thirty (30) days of the Clerk's mailing of written notice. To renew such registration, the Interested Party shall, within such thirty (30) day period, complete and submit the same Registration form and supporting documentation then required of initial registrants in order to permit the Clerk to confirm such person's residency or such organization's operations in the City. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be reviewed for an additional, consecutive three-year period. If the Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30) days of receipt of the

Clerk's notice. If all defects are not corrected within thirty (30) days or the Interested Party's receipt of the Clerk's notice, the Interested Party's registration shall be terminated. Any Interested Party whose registration is terminated shall be entitled to register again as if a first-time registrant.

- H. Amendment to Registration.** An Interested Party may amend its registration by giving written notice to the Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.
- I. Registries Available for Public Inspection.** Each Registry shall be available for public inspection during normal City business hours. The Registry shall include the name, address and telephone number of each Interested Person and, for organizations, the name and phone number of a designated contact person.
- J. Notices to be Sent to Interested Parties.** Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
- i. pursuant to §74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan; and
 - ii. pursuant to §74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of the households will exceed 10; such notice shall be sent by mail not later than 10 days following the City's adoption by ordinance of such changes; and
 - iii. pursuant to §74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment

project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than 10 days following the City's adoption by ordinance of any such amendment; and

- iv. pursuant to §74.4-5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the certified audit report described in §74.4-5(d)(9), including how to obtain the certified audit report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report; and
- v. pursuant to §74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of 10 or more inhabited residential units or which will contain 75 or more inhabited residential units, such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

K. Non-Interference. These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.

L. Amendment of Registration Rules. These Registration Rules may be amended by the City Council, subject to and consistent with the requirements of the Act.

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

EXHIBIT B

**CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PROPOSED PEKIN SOUTH RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT**

INTERESTED PARTIES REGISTRY

The following Individuals and Organizations have registered with the City under Rules adopted by the City pursuant to 65 Illinois Compiled Statutes 5/11-74.4-4.2:

PEKIN SOUTH RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT REGISTRY FOR INDIVIDUAL RESIDENT					
<i>No.</i>	<i>Print Name</i>	<i>Phone</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Attachment: Pekin South Residential TIF_IPR ORDINANCE (3472 : Ordinance No. 4049-22/23 Authorizing The Establishment of A TIF Interested

**PEKIN SOUTH RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT
REGISTRY FOR ORGANIZATIONS**

No.	<i>Print Name of Organization and Contact Person</i>	<i>Phone</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
1	<i>Organization:</i> <i>Contact:</i>				
2	<i>Organization:</i> <i>Contact:</i>				
3	<i>Organization:</i> <i>Contact:</i>				
4	<i>Organization:</i> <i>Contact:</i>				
5	<i>Organization:</i> <i>Contact:</i>				
6	<i>Organization:</i> <i>Contact:</i>				
7	<i>Organization:</i> <i>Contact:</i>				
8	<i>Organization:</i> <i>Contact:</i>				
9	<i>Organization:</i> <i>Contact:</i>				
10	<i>Organization:</i> <i>Contact:</i>				
11	<i>Organization:</i> <i>Contact:</i>				
12	<i>Organization:</i> <i>Contact:</i>				

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A
TAX INCREMENT FINANCING
“INTERESTED PARTIES REGISTRY”**

and

**ADOPTION OF REGISTRATION RULES
FOR SUCH REGISTRY**

for the

**PROPOSED PEKIN SOUTH RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
ON THE 22TH DAY OF MAY, 2023.**

ORDINANCE NO. _____-23/24

CITY OF PEKIN, ILLINOIS

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A
TAX INCREMENT FINANCING
“INTERESTED PARTIES REGISTRY”**

and

**ADOPTION OF REGISTRATION RULES
FOR SUCH REGISTRY**

for the

**PROPOSED PEKIN SOUTH RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT**

PREAMBLE

WHEREAS, the City of Pekin, Tazewell County, Illinois (the “City”) is a Home-Rule Municipal Corporation organized under the laws of the State of Illinois; and

WHEREAS, pursuant to Section 11-74. 4-4.2 of the TIF Act, the City is required to establish certain “Interested Parties Registries” and adopt Registration Rules for such registries for its proposed Pekin South Residential Tax Increment Financing (TIF) District; and

WHEREAS, the City desires to adopt this ordinance in order to comply with such requirements of the TIF Act.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS THAT:**

1. The above recitals are incorporated herein and made a part hereof.
2. In accordance with Section 11-74.4-4.2 of the Act, the City hereby adopts the Registration Rules attached hereto as ***Exhibit A*** as Registration Rules for each such “Interested Parties Registry”. The City Clerk, with the consent of the City’s Special Counsel Jacob & Klein, Ltd., as to form and legality, shall have the authority to amend such Registration Rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the TIF Act.
3. The City Clerk is hereby authorized and directed to create an “Interested Parties Registry” attached hereto as ***Exhibit B*** in accordance with Section 11-74.4-4.2 of the TIF Act for each redevelopment project area created under the TIF Act, whether now existing or created after the date of the adoption of this ordinance.

4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.
5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.
6. This ordinance shall be in full force and effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois, this 22th day of May, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN	ABSENT
John Abel				
Becky Cloyd				
Lloyd Orrick				
Dave Nutter				
Rick Hilst				
Karen Hohimer				
Mary Burress, Mayor				
TOTALS:				

APPROVED:

ATTEST:

Mayor

City Clerk

ATTACHMENTS:

EXHIBIT A: Pekin South Residential Tax Increment Financing (TIF) District Interested Parties Registry Registration Rules

EXHIBIT B: Pekin South Residential Tax Increment Financing (TIF) District Interested Parties Registry Forms

EXHIBIT A
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PROPOSED PEKIN SOUTH RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT

INTERESTED PARTIES REGISTRY
REGISTRATION RULES

A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below:

- i. **“Act”** shall mean the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time.
- ii. **“Clerk”** shall mean the City Clerk.
- iii. **“Interested Party(ies)”** shall mean (a) any organization(s) active within the City, (b) any resident(s) of the City, and (c) any other entity or person otherwise entitled under the Act to register in the Interested Parties Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.
- iv. **“Redevelopment Project Area”** shall mean a redevelopment project area that (a) is intended to qualify or that has previously or subsequently qualified as a “redevelopment project area” under the Act, and (b) is subject to the *“Interested Parties Registry”* requirements of the Act.
- v. **“Registration Form”** shall mean the form appended to these Registration Rules, or such revised form as may be approved by the Department consistent with the requirements of the Act.
- vi. **“Registry”** or **“Registries”** shall mean each *Interested Parties Registry*, and all such registries, collectively, established by the City pursuant to Section 11-74.4-4.2 of the Act for a Redevelopment Project Area.
- vii. **“City”** shall mean the City of Pekin, Tazewell County, Illinois, an Illinois Municipal Corporation.

B. Establishment of Registry. The City shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established.

C. Maintenance of Registry. The Registries shall be maintained by the Clerk, which has a principal business office located at: Pekin City Hall, 111 South Capitol Street, Pekin, Illinois

61554. The City may transfer the responsibility for maintaining the Registries to such other Department provided that the City (a) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer, and (b) publishes notice of such transfer in a newspaper of general circulation in the City.

- D. Registration by Individual Residents.** An individual seeking to register as an Interested Party with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Clerk. Such individual must also submit a copy of a current driver's license, lease, utility bill, or such other evidence as may be acceptable to the Clerk to establish the individual's current residency.
- E. Registration by Organizations.** An organization seeking to register as an Interested Party with respect to a redevelopment project area must complete and submit a Registration Form to the Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the City.
- F. Determination of Eligibility to Register.** All individuals and organizations whose Registration form and supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the Clerk's receipt of all such documents. The Clerk shall provide written notice to the registrant confirming such registration. Upon registration, Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable redevelopment project area. If the Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Rules, the Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.
- G. Renewal and Termination.** An Interested Party's registration shall remain effective for a period of three years. At any time after such three-year period, the Clerk may provide written notice by regular mail to the Interested Party stating that such registration shall terminate unless the Interested Party renews such registration within thirty (30) days of the Clerk's mailing of written notice. To renew such registration, the Interested Party shall, within such thirty (30) day period, complete and submit the same Registration form and supporting documentation then required of initial registrants in order to permit the Clerk to confirm such person's residency or such organization's operations in the City. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be reviewed for an additional, consecutive three-year period. If the Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30) days of receipt of the

Clerk's notice. If all defects are not corrected within thirty (30) days or the Interested Party's receipt of the Clerk's notice, the Interested Party's registration shall be terminated. Any Interested Party whose registration is terminated shall be entitled to register again as if a first-time registrant.

- H. Amendment to Registration.** An Interested Party may amend its registration by giving written notice to the Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.
- I. Registries Available for Public Inspection.** Each Registry shall be available for public inspection during normal City business hours. The Registry shall include the name, address and telephone number of each Interested Person and, for organizations, the name and phone number of a designated contact person.
- J. Notices to be Sent to Interested Parties.** Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
- i. pursuant to §74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan; and
 - ii. pursuant to §74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of the households will exceed 10; such notice shall be sent by mail not later than 10 days following the City's adoption by ordinance of such changes; and
 - iii. pursuant to §74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment

project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than 10 days following the City's adoption by ordinance of any such amendment; and

- iv. pursuant to §74.4-5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the certified audit report described in §74.4-5(d)(9), including how to obtain the certified audit report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report; and
- v. pursuant to §74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of 10 or more inhabited residential units or which will contain 75 or more inhabited residential units, such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

K. Non-Interference. These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.

L. Amendment of Registration Rules. These Registration Rules may be amended by the City Council, subject to and consistent with the requirements of the Act.

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

EXHIBIT B

**CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PROPOSED PEKIN SOUTH RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT**

INTERESTED PARTIES REGISTRY

The following Individuals and Organizations have registered with the City under Rules adopted by the City pursuant to 65 Illinois Compiled Statutes 5/11-74.4-4.2:

PEKIN SOUTH RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT REGISTRY FOR INDIVIDUAL RESIDENT					
<i>No.</i>	<i>Print Name</i>	<i>Phone</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Attachment: Pekin South Residential TIF_IPR ORDINANCE (3472 : Ordinance No. 4049-22/23 Authorizing The Establishment of A TIF Interested

**PEKIN SOUTH RESIDENTIAL TAX INCREMENT FINANCING (TIF) DISTRICT
REGISTRY FOR ORGANIZATIONS**

No.	<i>Print Name of Organization and Contact Person</i>	<i>Phone</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
1	<i>Organization:</i> <i>Contact:</i>				
2	<i>Organization:</i> <i>Contact:</i>				
3	<i>Organization:</i> <i>Contact:</i>				
4	<i>Organization:</i> <i>Contact:</i>				
5	<i>Organization:</i> <i>Contact:</i>				
6	<i>Organization:</i> <i>Contact:</i>				
7	<i>Organization:</i> <i>Contact:</i>				
8	<i>Organization:</i> <i>Contact:</i>				
9	<i>Organization:</i> <i>Contact:</i>				
10	<i>Organization:</i> <i>Contact:</i>				
11	<i>Organization:</i> <i>Contact:</i>				
12	<i>Organization:</i> <i>Contact:</i>				



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM: Ordinance No. 4050-22/23 Amend Code Chapter 2 and Chapter 4 Creating Historic Preservation Code

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The City of Pekin contains many structures and areas that embody a sense of time and place unique to the City or which exemplify or reflect the cultural, social, economic, political, or architectural history of the nation, State of Illinois, or the City. The City Council believes that the protection of the historic and architectural character and resources of the City of Pekin is advantageous for the promotion of its economic development and for the welfare of the citizens.

The action that established the City of Pekin Historic Preservation Commission pre-dates our current code and after recent meetings of the Commission, several recommendations for amendments to the code have been made by the Commission, including adding criteria for designating a building, structure or area historic and some required actions once a building, structure or area has been designated historic.

FINANCIAL IMPACT: None

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

4/21/2023

Date:

City Manager:

Date:

**Ordinance No. 4050-22/23 Amend Code Chapter 2 and Chapter 4 Creating Historic
Preservation Code**

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

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE CREATING GUIDELINES
FOR HISTORIC PRESERVATION
FOR THE CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, Section 11-48.2-1 of the Illinois Municipal Code grants the City of Pekin the authority to preserve areas, places, buildings, structures, works of art and other objects having special historical, community, or aesthetic interest or value and whose preservation and continued utilization are necessary and desirable to sound community planning and to the welfare of Pekin residents; and

WHEREAS, the City of Pekin contains many structures and areas that embody a sense of time and place unique to the City or which exemplify or reflect the cultural, social, economic, political, or architectural history of the nation, the State of Illinois, or the City; and

WHEREAS, the City Council of the City of Pekin finds that the protection of the historic and architectural character and resources of the City of Pekin would be advantageous for the promotion of its economic development and welfare of its citizens.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Chapter 2, Article VI, Division 7 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 2-6-7-1. - Commission Established.

There shall be a commission of the City of Pekin known as the Pekin Historic Preservation Commission.

Sec. 2-6-7-2. - Composition of Historic Preservation Commission.

The Pekin Historic Preservation Commission shall consist of seven voting members appointed by the Mayor and approved by the City Council.

Sec. 2-6-7-3. - Qualifications.

One of the members shall be a member of the Main Street Design Committee; provided, however, that in the event the Main Street Design Committee ceases to exist or operate, the vacancy shall be filled by any individual meeting the qualifications of this Section. The remaining members shall be appointed on the basis of expertise, experience or training in the area of architectural history, building construction or engineering, historical and architectural preservation, or real estate.

Sec. 2-6-7-4. - Terms.

Members of the Commission shall be appointed for terms of three years. No members shall serve more than two successive three-year terms and shall be staggered. Vacancies shall be filled for the unexpired term only. Members shall serve without compensation.

Sec. 2-6-7-5. - Officers.

Officers shall consist of a Chairperson, Vice-Chairperson and a Secretary elected by the Preservation Commission who shall serve a term of one year and shall be eligible for reelection, but no member shall serve as an officer for more than two consecutive years. The Chairperson shall preside over meetings. In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. If both are absent, a temporary Chairperson shall be elected by those present. The Secretary to the Preservation Commission shall have the following duties:

- (1) Take minutes of each Preservation Commission meeting;
- (2) Be responsible for publication and distribution of copies of the minutes, reports, and decisions of the Preservation Commission to the members of the Preservation Commission;
- (3) Give notice as required by this Code for all public hearings conducted by the Preservation Commission;
- (4) Advise the Mayor of vacancies on the Preservation Commission and expiring terms of members; and
- (5) Prepare and submit to the City Council a complete record of the proceedings before the Preservation Commission on any matter requiring Council approval.

Sec. 2-6-7-6. - Meetings.

- (a) Quorum. Four members of the Preservation Commission shall constitute a quorum. Meetings shall be held at regularly scheduled times to be established by resolution of the Commission at the beginning of each calendar year or at any time upon the call of the Chairperson. There shall be a minimum of four meetings per year.

- (b) Public Meetings. All meetings of the Preservation Commission shall be subject to the requirements of the Open Meetings Act (5 ILCS 120/1 et seq.) and shall be open to the public except as provided in the Open Meetings Act. The Preservation Commission shall keep minutes of its proceedings, showing the vote on each action, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Preservation Commission and shall be a public record.

Sec. 2-6-7-7. - Powers and duties.

The Preservation Commission shall have the following powers and duties:

- (a) To adopt rules of procedure not inconsistent with this division or with the Pekin Historic Preservation Code.
- (b) To periodically conduct a survey to identify historically and architecturally significant properties, buildings, features, and areas within the City.
- (c) To hold hearings and investigate applications for historic landmark or historic district designations in accordance with the Pekin Historic Preservation Code.
- (d) To recommend to the City Council the adoption of ordinances designating historic landmarks or historic districts within the City.
- (e) To keep a register of all historic landmarks and historic districts designated by the City Council.
- (f) To promote the preservation of historic landmarks and properties and buildings within historic districts and make recommendations to the City Council on methods to accomplish the same.
- (g) To determine an appropriate system of markers and make recommendations to the City Council for the design and implementation of specific markings of the streets and routes leading from one historic landmark or historic district to another.
- (h) To inform and educate the citizens of Pekin concerning the historic and architectural heritage of the city by publishing appropriate maps, newsletters, brochures, and pamphlets, and by holding programs and seminars.
- (i) To hold public hearings and to review applications for construction, alteration, removal, or demolition affecting designated historic landmarks and buildings or structures in designated historic districts in accordance with the Pekin Historic Preservation Code and make recommendations to the City Council to issue or deny Certificates of Appropriateness for such actions.
- (j) To develop and recommend to the City Council the adoption of guidelines for the alteration, demolition, construction or removal of historic landmarks or property and structures within historic districts.

- (k) To review proposed zoning amendments, applications for special use permits or variances that affect proposed or designated landmarks and historic districts and to testify before the Zoning Board of Appeals on any matter affecting designated historic landmarks and historic districts.
- (l) To call upon available City staff members as well as other experts for technical advice in the performance of its duties.
- (m) To periodically review the Pekin Zoning Code and to recommend to the Zoning Board of Appeals and the City Council any amendments appropriate for the protection and continued use of historic landmarks or property and structures within historic districts.

Section 3. Chapter 4, Article I of the City of Pekin, Illinois, Municipal Code is hereby amended by the addition of a new Division 14 as follows:

DIVISION 14. – HISTORIC PRESERVATION

Sec. 4-1-14-1. – Title.

This division shall be known as and may be cited as the Pekin Historic Preservation Code.

Sec. 4-1-14-2. – Purpose.

The purpose of this division is to promote the protection, enhancement, perpetuation, and use of improvements of special character or historical interest or value in the interest of the health, prosperity, safety, and welfare of the people of the City of Pekin by:

- (a) Providing a mechanism to identify and preserve the historic and architectural characteristics of Pekin that represent elements of the City's cultural, social, economic, political, and architectural history;
- (b) Promoting civic pride in the beauty and noble accomplishments of the past as represented in Pekin's historic landmarks and historic districts;
- (c) Stabilizing and improving economic vitality and value of Pekin's historic landmarks and historic areas;
- (d) Protecting and enhancing the attractiveness of the City to attract buyers, visitors and shoppers, thereby supporting business, commerce, industry, and providing economic benefit to the City; and
- (e) Fostering and encouraging preservation, restoration of structures, areas, and neighborhoods and thereby preventing future urban blight.

Sec. 4-1-14-3. – Definitions.

The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Alteration means an act or process that changes one or more of the historic, architectural, cultural, or archeological features of a protected structure, including, but not limited to the erection, construction, reconstruction, or removal of such feature.

Addition means any act or process which changes one or more of the exterior architectural features of a protected structure by adding to, joining with or increasing the size or capacity of the structure.

Architectural feature means any architectural element embodying the style or design that contributes to the historical, architectural, or cultural significance of a building or structure.

Building means any structure created for the support, shelter or enclosure of persons, animals or property of any kind and which is permanently affixed to the land.

Commission means the Pekin Historic Preservation Commission.

Construction means the act of adding an addition to an existing structure or the erection of a new principal or accessory structure on a lot or parcel.

Demolition means any act or process that destroys or permanently removes in part or in whole a protected structure.

Exterior architectural appearance means the architectural and general composition of the exterior of a structure or building, including, but not limited to the kind, color, and the texture of the building material and the type, design and character of all windows, doors, light fixtures, signs, and appurtenant elements.

Historic district means a defined geographical area within the City of Pekin designated as a historic district by ordinance of the City Council pursuant to procedures prescribed herein and that is worthy of rehabilitation, restoration, and preservation because of its historic, cultural, and/or architectural significance to the City of Pekin.

Historic landmark means any building, structure, or site which has been designated as a historic landmark by ordinance of the City Council pursuant to procedures prescribed herein and that is worthy of rehabilitation, restoration, and preservation because of its historic, cultural, and/or architectural significance to the City of Pekin.

Protected structure means a historic landmark or a building or structure located within a historic district.

Rehabilitation means the process of returning a property to a state of utility, through repair or alteration, which makes possible a contemporary use while preserving those portions and features of the property that are significant to its historic, architectural, and cultural values.

Removal means the relocation of a structure within its existing lot or parcel or to another lot or parcel.

Repair means any change that does not require a building permit or that is not construction, demolition, relocation or alteration.

Structure means anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing, buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and television antennae, including supporting towers, swimming pools, satellite dishes, solar panels and wind generation.

Structural Change means any change or repair in the supporting elements of a building, structure, roof or exterior walls which would expand the building in height, width or bulk of the building.

Sec. 4-1-14-4. – Applications for Historic Landmark and Historic District Designation.

- (a) Only (i) the owner of property that is proposed to be designated as a historic landmark or the owners of at least 51% of the properties proposed to be located within a historic district, (ii) a Commission member, or (iii) a member of the City Council may file an application for the designation of a historic landmark or historic district. All applications shall be filed with the City Clerk on such forms as shall be prescribed from time to time by the Commission.
- (b) At a minimum, the application shall include the following:
 - (1) For a historic landmark:
 - a. The name and mailing address of the property owner;
 - b. The legal description and common street address of the property on which the landmark is located;
 - c. A written statement describing the property and setting forth reasons in support of the proposed designation;
 - d. A list of significant architectural features that should be protected;
 - e. An overall site plan and photographs of the landmark;
 - f. Any other information deemed necessary by the Commission, including but not limited to, plans, drawings, elevations and specifications.
 - (2) For a historic district:
 - a. The names and mailing addresses of the owners of all parcels within the proposed district;

- b. A map delineating the boundaries of the historic district to be designated;
 - c. A list of buildings or structures within the proposed historic district that should be preserved under this division;
 - d. A written statement describing the area and properties within the proposed historic district and setting forth reasons in support of the proposed designation;
 - e. A list and photographs of significant architectural features in the proposed district that should be protected;
 - f. Any other information deemed necessary by the Commission, including but not limited to, plans, drawings, elevations and specifications.
- (c) All applications shall be accompanied by payment of a one hundred dollar (\$100.00) application fee payable to the City of Pekin.

Sec. 4-1-14-5. – Standards for Landmark Designation.

No historic landmark designation shall be recommended by the Commission unless the Commission finds that the building, structure or property meets one or more of the following criteria:

- (1) Significant value as part of the historic, archeological, or cultural characteristics of the community, county, state or nation;
- (2) Identification with a person or persons who significantly contributed to the development of the community, county, state, or nation;
- (3) Representative of the distinguishing characteristics of architecture inherently valuable for the study of a period, type, or method of construction or use of indigenous materials;
- (4) Notable work of a master builder, designer, architect or artist whose individual work has influenced the development of the community, county, state or nation;
- (5) Unique location or singular physical characteristics that make it an established or familiar visual feature;
- (6) Character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance.

No building or structure shall be designated as a historic landmark if it is structurally unsound or deteriorated to the extent that rehabilitation of the building or structure is economically infeasible unless the application is accompanied by a plan identifying the source of funding and resources to rehabilitate the building or structure.

Sec. 4-1-14-6. – Standards for Historic District Designation.

No historic district designation shall be recommended by the Commission unless the Commission finds that the proposed historic district meets the following criteria:

- (1) Contains one or more historic landmarks and contains such other buildings, places or areas within its definable geographic boundaries which, while not of such historic significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located in the proposed historic district;
- (2) Contains a significant number of structures meeting any one or more of the standards for designation of a historic landmark under Sec. 4-1-14-5 above, whether or not such structures have been designated a historic landmark;
- (3) Demonstrates a sense of time and place unique to the City of Pekin;
- (4) Exemplifies or reflects the cultural, social, economic, political or architectural history of the nation, the state, or the community;
- (5) Exemplifies important planning and urban design techniques distinguished by innovation, rarity, uniqueness, or overall quality of design detail.

Sec. 4-1-14-7. – Landmark and Historic District Designation Procedures.

- (a) The City Clerk shall forward all applications and supporting materials to the Commission within five (5) business days after receipt.
- (b) Upon receipt of a complete application and payment of the application fee, the Commission shall hold at least one (1) public hearing on the proposed designation. The public hearing shall be held within sixty (60) days after the filing of the application with the City Clerk. Not more than thirty (30) days nor less than fifteen (15) days in advance of the hearing, notice of the time, place and date of the hearing shall be published in a newspaper of general circulation in the City. The notice shall state the address and parcel identification number(s) of the property or district proposed to be designated.
- (c) Written notice of the date, time, place and purpose of the public hearing shall be given to the applicant and to all owner(s) of record of the property which is proposed to be designated as a historic landmark or to be included within a historic district. This written notice shall be mailed, by first class mail, postage prepaid, or delivered by the City Clerk to the address of record of the owner(s) of the property and to the address as shown on the application of the applicant.
- (d) At the public hearing, the Commission shall receive public comment, and shall allow for the presentation of evidence and testimony from the applicant and/or the property owner(s). The property owner(s) shall be allowed reasonable opportunity to present testimony or evidence concerning the applicability of the standards set forth in section 4-1-14-5 or 4-1-14-6 of this Code. The Commission may also request testimony or information from City staff with relevant knowledge or expertise.
- (e) The Commission shall make specific findings of fact as to the applicability of the standards set forth in section 4-1-14-5 or 4-1-14-6, as applicable, and a written recommendation on each application shall be made to the City Council within thirty (30) days after the conclusion of the public hearing.
- (f) An action of the Commission to recommend approval of the application for designation of a historic landmark or historic district shall require the affirmative vote

of a majority of the Commissioners then in office. Failure to obtain the affirmative vote of a majority of the Commissioners shall result in a recommendation to deny the application.

- (g) The Secretary of the Commission shall promptly transmit the findings of fact and the recommendation to approve or deny the proposed designation to City Council, and shall mail a copy to the owner(s) of record of the property or properties identified in the application for designation.

Sec. 4-1-14-8. – Approval of Historic Landmark or Historic District Designation.

- (a) Within sixty (60) days after receiving a recommendation from the Commission, the City Council shall take action to approve, deny, or remand the application for designation back to the Commission for further investigation. All designations of historic landmarks or historic districts shall be made by ordinance approved by affirmative vote of a majority of the City Council members then holding office; provided, however, that if the owner of a proposed historic landmark, or the owners of at least 51% of the parcels in a proposed historic district, object to the designation, the affirmative vote of 2/3 of the City Council members then holding office shall be required to approve such designation.
- (b) Upon the passage of an ordinance designating a historic landmark, a copy of such ordinance shall be mailed to the property owner and recorded with the Tazewell County Recorder of Deeds. Upon the passage of an ordinance designating a historic district, a copy of such ordinance shall be mailed to all of the property owners located within the historic district and recorded with the Tazewell County Recorder of Deeds against each lot, block and parcel of real estate located within the historic district.
- (c) Upon the denial of a historic landmark or historic district designation, no new application for the designation of the same landmark or historic district may be filed, nor will any such application be considered by the Commission, for a period of twelve months.
- (d) Upon remand of the application for designation to the Commission for further investigation, the Commission shall undertake such additional investigation and issue an updated recommendation to the City Council within forty-five (45) days, or such additional time as may be allowed by the City Council.

Sec. 4-1-14-9. – Certificate of Appropriateness.

- (a) A Certificate of Appropriateness (“COA”) shall be required before a building permit or demolition permit is issued for any historic landmark or any building, structure, or site or part thereof in a historic district. A COA shall also be required before any historic landmark or any building, structure, or site or part thereof in a historic district is altered, extended, or repaired in such a manner as to produce a major change in any identified architectural feature or the exterior architectural appearance of such building or structure. For purposes of this Section, the term “major change” shall include, but is not limited to, the following:
 - (1) Any change by addition, alteration, maintenance, reconstruction, rehabilitation, renovation or repair that requires the issuance of a building permit under the City Code;

- (2) Any new construction or demolition in whole or in part requiring a permit from the City of Pekin;
 - (3) Moving or relocating a building;
 - (4) Any construction, alteration, demolition, or removal affecting a significant architectural feature as identified and specified in the ordinance designating the historic landmark or historic district.
- (b) Notwithstanding paragraph (a) above, a COA shall not be required where the Chief Building Official determines that demolition of a structure or building, or part thereof, is necessary to prevent an imminent threat to life, health, or property.
- (c) No COA shall be required for the following activities:
- (1) Change in exterior paint color or scheme;
 - (2) Installation or replacement of storm doors, storm windows, screens, window air conditioners, or television antennas;
 - (3) Ordinary repair and maintenance of existing architectural features that does not change the basic structural appearance of same;
 - (4) Installation and repair to sidewalks or driveways;
 - (5) Installation of outside storage and mechanical equipment that cannot be seen from the street;
 - (6) Installation, removal, or change in landscaping.

Sec. 4-1-14-10. – Application for Certificate of Appropriateness.

- (a) Every application for a building permit or demolition permit issued for any historic landmark or any building, structure, or site or part thereof in a designated historic district, including plans and specifications, if any, shall be promptly forwarded to the Commission. In those instances where a COA is required but a building and/or demolition permit is not, a separate application for COA shall be submitted to the Commission.
- (b) The application for issuance of a COA must include:
- (1) Street address and legal description or PIN of the property involved.
 - (2) A detailed description of the construction, alteration, demolition, or use proposed together with any architectural drawings or sketches if those services have been utilized by the applicant and if not, a sufficient description of the construction, alteration, demolition, and use to enable the Commission to determine what final appearance and use of the building or structure will be.
 - (3) Owner's name and address.
 - (4) Applicant's name and address (if different).
 - (5) Contractor's name, if different than owner.
 - (6) Architect's name and address, if any.

- (c) The applicant shall prepare and submit the application for COA and supporting materials to the City Clerk. The City Clerk shall forward the application and supporting materials to the Commission within five (5) business days after receipt.

Sec. 4-1-14-11. – Standards for Certificates of Appropriateness.

- (a) The Commission shall consider the following standards in evaluating an application for COA for alteration, rehabilitation, addition to, or construction of a protected structure:
 - (1) Every reasonable effort shall be made to adapt the property or the use in a manner that requires minimal alteration to the protected structure.
 - (2) The property will be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the historic landmark or historic district;
 - (3) The historic character of the property will be retained and preserved. The removal of historic materials or alteration of distinctive architectural features that characterize a property shall be avoided whenever possible except when retention presents a hazardous or dangerous condition;
 - (4) Changes that create a false sense of historical development, such as adding features or architectural elements that have no historic basis, shall be discouraged;
 - (5) Changes that have taken place over time and may have acquired historic significance in their own right shall be retained and preserved;
 - (6) Distinctive stylistic features or examples of skilled craftsmanship or distinctive construction techniques that characterize a building, structure, or site shall be preserved, if possible;
 - (7) Deteriorated historic features should be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities, and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence;
 - (8) The surface cleaning of the structures, if appropriate, shall be undertaken using the gentlest means possible. Treatment methods that will damage the historic materials of the protected structure may not be used;
 - (9) Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken;
 - (10) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible with the massing, size, scale, and architectural features of the protected structure to protect the historic integrity of the property and its environment;

- (11) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic landmark and/or the historic district would be unimpaired.
- (b) An application for COA for alteration, rehabilitation, addition to, or construction of a protected structure shall meet the following architectural criteria:
 - (1) Height. The height of any proposed alteration or construction should be compatible with the style and character of the historic landmark and with surrounding structures in a historic district;
 - (2) Proportions of Windows and Doors. The proportions and relationships between doors and windows should be compatible with the architectural style and character of the historic landmark;
 - (3) Relationship of Building Masses and Spaces. The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible with the character of the historic district;
 - (4) Roof Design. The design of the roof, fascia, and cornice should be compatible with the architectural style and character of the historic landmark;
 - (5) Scale. The scale of the protected structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures in a historic district;
 - (6) Directional Expression. Facades in historic districts should blend with other structures with regard to directional expression. Structures in historic districts should be compatible with the dominant horizontal or vertical expression of surrounding structures. The direction expression of a historic landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character;
 - (7) Architectural Details. Architectural details, including types of materials, colors, and textures, should be treated so as to make the protected structure compatible with its original architectural style and character or with that of the historic district;
 - (8) New structures in a historic district shall be compatible with the architectural styles and design in the historic district.
- (c) The Commission shall consider the following standards in evaluating an application for COA complete or partial demolition of a protected structure:
 - (1) Whether the protected structure is of such historic, cultural, archeological, or architectural significance that its demolition would be detrimental to the public interest or contrary to the purpose and intent of this Division;
 - (2) Whether the protected structure is of such old, unusual, or distinctive design or material that it could not be reproduced without great difficulty and/or expense;

- (3) Whether the protected structure is of such physical condition that it represents a danger and imminent hazard to person or property and that rehabilitation, remediation, or repair are not physically possible or could only be achieved with great difficulty or expense.

Sec. 4-1-14-12. – Certificate of Appropriateness Procedures.

- (a) The Commission shall consider an application for COA at its next regularly scheduled meeting after the filing of the application, provided, however, that the application is received at least 21 days prior to such regular meeting, or at any properly called special meeting of the Commission for that purpose. At least five (5) business days prior to the meeting at which the Commission will consider the application, the Secretary of the Commission shall notify the applicant in writing of the time and place of the meeting.
- (b) The applicant or their authorized representative shall be allowed to appear at the meeting and present testimony and evidence in support of the application.
- (c) The Commission shall make specific findings of fact with regard to the alignment of the application with the applicable standards architectural criteria set forth in section 4-1-14-11 above and shall issue a written recommendation for approval or denial of the application. The affirmative vote of a majority of Commission members then holding office shall be required to recommend approval of an application for COA. A failure to receive the affirmative vote of a majority of the Commission shall be treated as a recommendation of denial.
- (d) Within five (5) business days after the meeting to consider the application, the Secretary of the Commission shall prepare the Commission's findings of fact, evaluation, and recommendation and shall transmit the same to the City Council, and shall personally deliver or mail a copy thereof to the applicant, by first class mail, postage prepaid, at the address stated on the application.
- (e) If the Commission recommends denial of an application for COA, the Commission shall include in its written findings the reasons for the denial and may recommend changes or revisions to the application that would address those reasons. Within fifteen (15) days after receiving written notice of the denial and the reasons therefor, the applicant may submit an amended application to the Commission addressing the stated reasons for the denial. The Commission shall review the amended application and issue a final recommendation to approve or deny the application.
- (f) No COA shall be issued pursuant to this Division without first being approved by affirmative vote of a majority of the City Council then holding office. The City Council shall take action to approve or deny an application for COA within forty-five (45) days after receipt of the Commission's findings and recommendation. The applicant shall be given an opportunity to speak in support of the application; provided, however, that no new evidence may be presented.
- (g) If the City Council approves the application for a COA, the Chief Building Official shall issue a signed COA to the applicant.

- (h) A COA shall permit only such changes as are specified therein. Any modifications of the plans will require the applicant to reapply to the Commission for an amended COA.
- (i) Any work or change authorized by a COA but not substantially started within ninety (90) days of the issuance of the COA shall require a new COA. Once work has started under the COA, such work not completed within one (1) year of starting construction shall require a new COA.

Sec. 4-1-14-13. – Certificate of Economic Hardship.

- (a) Notwithstanding any of the provisions of this division to the contrary, the City Council may issue a Certificate of Economic Hardship to allow the performance of work for which a COA has been denied.
- (b) An application for a Certificate of Economic Hardship shall be submitted to the City Clerk and may include one or more of the following to assist in the determination:
 - (1) The amount paid for the property, the date of purchase and the party from whom purchased (including a description of the relationship, if any, between the owner and the person from whom the property was purchased);
 - (2) The assessed value of the land and improvements thereon according to the two most recent assessments;
 - (3) Real estate tax bills for the property for the previous two years;
 - (4) Remaining balance on the mortgage, if any, and the annual debt service, if any, for the previous two years;
 - (5) An appraisal obtained for the property within the previous two years by the owner or applicant;
 - (6) Any listing of the property for sale or rent, price asked and offers received, if any;
 - (7) Any consideration by the owner as to profitable adaptive uses for the property;
 - (8) If the property is income-producing, the annual gross income from the property for the previous two years, itemized operating and maintenance expenses for the previous two years, and annual cash flow before and after debt service, if any, during the same period;
 - (9) Any other information, including the income-tax bracket of the owner, applicant, or principal investors in the property, reasonably necessary for a determination as to whether the property can be reasonably used or yield a reasonable return to present or future owners.
- (c) The Commission shall investigate and evaluate the application and make a recommendation to the City Council to approve or deny the application within forty-five (45) days after receiving the application. If the Commission finds that without approval of the proposed work for which a COA has been denied, (i) the property owner cannot obtain a reasonable economic return therefrom, or (ii) the property cannot be put to a reasonable beneficial use, the Commission shall make a written

recommendation to the City Council to issue a Certificate of Economic Hardship approving the proposed work, and shall state with specificity the reasons for such recommendation. If the Commission finds the property can be put to a reasonable beneficial use or the owner can obtain a reasonable economic return therefrom, the Commission shall recommend denial of the application for a Certificate of Economic Hardship, stating with specificity the reasons therefor.

- (d) The City Council shall take action on the recommendation of the Commission to approve or deny the Certificate of Economic Hardship as soon as practicable, but in no case more than thirty (30) days, after receiving the recommendation from the Commission. If the Commission recommends approval of the application for Certificate of Economic Hardship, the application shall not be denied except by a 2/3 vote of the members of the Council then holding office.

Sec. 4-1-14-15. – Natural Destruction or Demolition.

In the case of partial or complete destruction or demolition of a historic landmark or a building or structure within a historic district due to natural causes or act of casualty, the owner must obtain a COA prior to any reconstruction, rehabilitation, or reproduction. Although exact duplication of the previous structure may not be required, the exterior design of the structure shall be in harmony with the exterior design of the historic landmark prior to the damage and, if applicable, the character of the historic district. building located in a historic district Nothing in this section shall require that a property owner rebuild or reproduce a historic landmark that is destroyed or demolished to the extent of 50% or more of its value.

Sec. 4-1-14-16. – Fees and Penalties.

Any person violating any of the provisions of this division shall be subject to a fine of no less than \$100 nor more than \$750 for each day on which a violation exists.

Sec. 4-1-14-17. – Severability.

If any provision of this ordinance or application thereof to any person or circumstance is held invalid, such invalidation shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared to be severable.

Section 4. In order to achieve the staggered terms of office set forth in Section 2-6-7-4 as amended above, the terms of the members of the Commission now serving and those appointed to fill vacancies existing as of the date of this Ordinance shall be as follows:

3-year term expiring the first Monday in May 2026:

Deborah L. Montgomery
Jared Olar
Christina Olar

2-year term expiring the first Monday in May 2025:

Steve Harris
Chris Deverman

1-year term expiring the first Monday in May 2024:

Vacant
Vacant

Upon the expiration of the terms set forth above, subsequent appointments shall be for 3-year terms as set forth in Section 2-6-7-4.

Section 5. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

Section 6. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2023

Mayor

ATTEST:

City Clerk

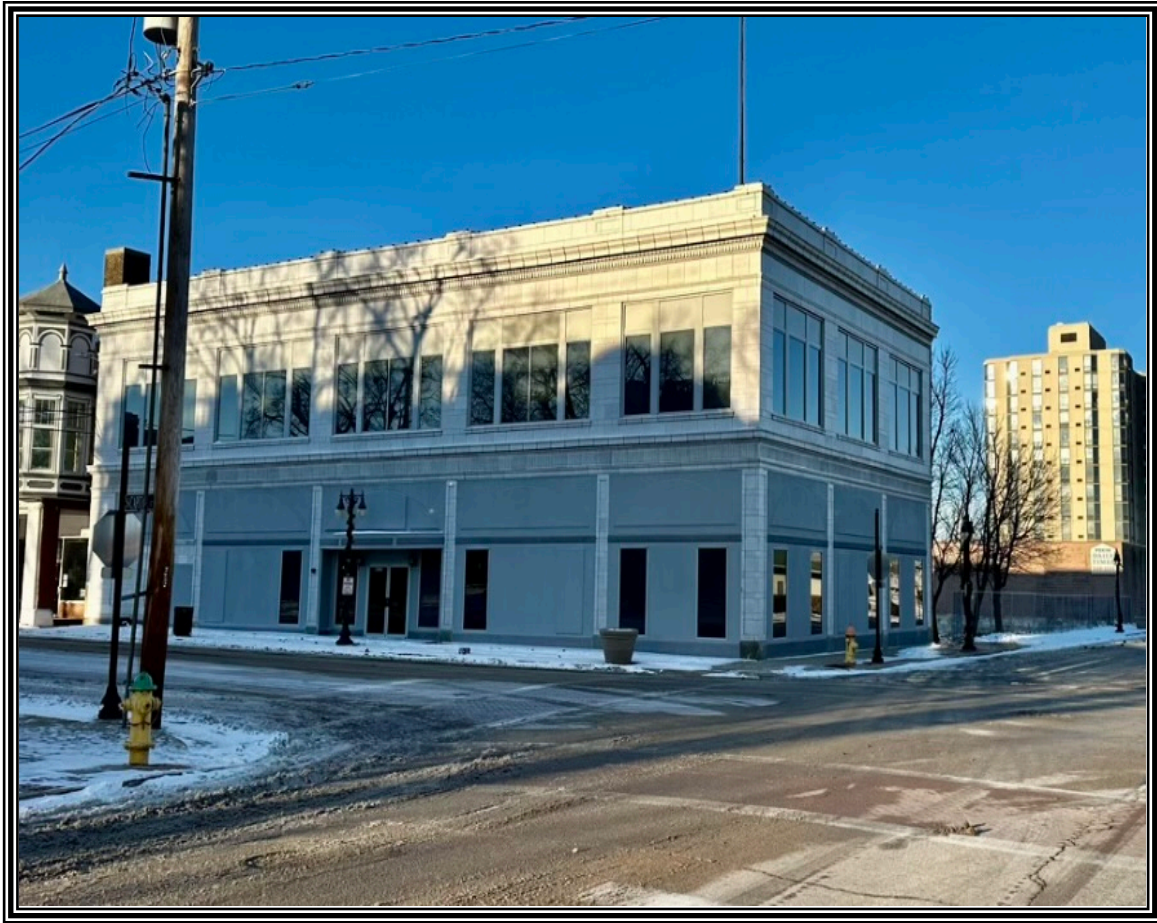
CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 2023 ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2023.

(SEAL)

CITY CLERK



Historic Preservation Ordinance of Pekin, Illinois

Contents

Section 1	TITLE	4
Section 2	STATEMENT OF PURPOSE.....	4
Section 3	DEFINITIONS	6
Section 4	HISTORIC PRESERVATION COMMISSION.....	8
4.1	Composition	8
4.2	Qualification	8
4.3	Terms.....	8
4.4	Officers	8
4.5	Meetings.....	8
4.6	Powers and Duties.....	9
Section 5	SURVEYS AND RESEARCH	10
Section 6	CRITERIA FOR LANDMARK DESIGNATION.....	11
Section 7	LANDMARK DESIGNATION PROCEDURES.....	11
Section 8	CRITERIA FOR HISTORIC DISTRICT DESIGNATION	13
Section 9	HISTORIC DISTRICT DESIGNATION PROCEDURE	13
Section 10	APPLICATIONS FOR NOMINATIONS OF LANDMARKS AND HISTORIC DISTRICTS.....	15
10.1-1	Landmark Application.....	15
10.1-2	Historic District Application	15
Section 11	CERTIFICATE OF APPROPRIATENESS.....	15
11.1	Certificate of Appropriateness Required.....	15
11.2	Exception	16
11.3	Application for Certificate of Appropriateness.....	16
11.4	Standards for Certificate of Appropriateness	16
Section 12	DESIGN GUIDELINES	17

12.1	Architectural Criteria	17
Section 13	HEARING ON APPLICATION	18
13.1	Applications	18
13.2	Continuances	18
Section 14	ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS	18
14.1	Decision	18
14.2	Validity of a Certificate of Appropriateness	18
Section 15	APPEALS FOR DENIAL OF A CERTIFICATE OF APPROPRIATENESS	19
15.1	Denial of a Certificate of Appropriateness	19
15.2	Submittal of an Amended Application	19
Section 16	FINDINGS ON APPEAL.....	19
16.1	Appeal Hearing	19
16.2	Conducting an Appeal Hearing	19
16.3	Decision of the Historic Preservation Commission.....	19
16.4	Appealing the Decision of the Historic Preservation Commission	19
Section 17	CERTIFICATE OF ECONOMIC HARDSHIP	20
Section 18	APPEALS.....	21
Section 19	NATURAL DESTRUCTION OR DEMOLITION.....	21
Section 20	FEES AND PENALTIES	21
Section 21	SEVERABILITY.....	22
Section 22	EFFECTIVE DATE.....	22

01-O-144

**HISTORIC PRESERVATION ORDINANCE
OF THE CITY OF
Pekin, ILLINOIS**

WHEREAS, movements and shifts of population and the changes in residential, commercial and industrial uses and customs threaten the destruction of areas, places, structures, works of art, and other objects having special historic, community, architectural or aesthetic importance, interest, or value and whose voluntary preservation and continued utilization are necessary and desirable for the enjoyment and beauty of the City of Pekin and for the welfare of the citizens of Pekin; and

WHEREAS, the authority for these purposes is pursuant to its powers as a home rule municipality under Article VII, Section 6 of the Illinois Constitution; and also pursuant to the *Illinois Historic Areas Preservation Act, Chapter 65, Section 5/11-13.1 and 5/11-48.2 et. seq. of the Illinois Compiled Statutes* which have granted powers to the Mayor and City Council of the City of Pekin to provide for official landmark designation by ordinance of areas, places, buildings, structures, and other objects having a special, historical, community or aesthetic interest or value, and in connection with such areas so designated by ordinance to impose regulations governing the construction, alteration, demolition and use, and to adopt other additional measures appropriate for their preservation, protection, enhancement, rehabilitation, reconstruction, perpetuation or use; and

WHEREAS, the City of Pekin contains many structures and areas that embody a sense of time and place unique to the City or which exemplify or reflect the cultural, social, economic, political or architectural history of the nation, the State of Illinois, or the City; and

WHEREAS, the protection of the historic and architectural character and resources of the City of Pekin would be advantageous for the promotion of its economic development.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Pekin, Tazewell County Illinois:

Section 1 TITLE

- 1.1 This ordinance shall be known, cited and referred to as the “Historic Preservation Ordinance of the City of Pekin, Illinois”.

Section 2 STATEMENT OF PURPOSE

- 2.1 The purpose of this ordinance is to promote the voluntary protection, enhancement, perpetuation, and use of improvements of special character or historical interest or value in the interest of the health, prosperity, safety, and welfare of the people of the City of Pekin by:

- a. Providing a mechanism to identify and voluntarily preserve the historic and architectural characteristics of Pekin that represent elements of the City's cultural, social, economic, political and architectural history;
- b. To promote civic pride in the beauty and noble accomplishments of the past as represented in Pekin's landmarks and historic districts;
- c. Stabilizing and improving economic vitality and value of Pekin's landmarks and historic areas;
- d. Protecting and enhancing the attractiveness of the City to have buyers, visitors and shoppers and thereby supporting business, commerce, industry and providing economic benefit to the City;
- e. Fostering and encouraging voluntary preservation, restoration of structures, areas, and neighborhoods and thereby preventing future urban blight.

Section 3 DEFINITIONS

- 3.1 In the event of a conflict between the following definitions and the definitions included in any other ordinance of the City of Pekin, the following definitions shall control.
- a. Alteration – Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to the erection, construction reconstruction or removal of any structure.
 - b. Area – A specific geographic division of the City of Pekin.
 - c. Addition – Any act or process that changes one or more of the “exterior architectural features” of a structure designated for preservation by adding to, joining with or increasing the size or capacity of the structure.
 - d. Building – Any structure created for the support, shelter or enclosure of persons, animals or property of any kind and which is permanently affixed to the land.
 - e. Certificate of Appropriateness – A certificate from the Historic Preservation Commission authorizing plans for alterations, construction, removal or demolition of a landmark or site within a designated historic district.
 - f. Commission – Pekin Historic Preservation Commission.
 - g. Commissioners – Voting members of the Pekin Historic Preservation Commission.
 - h. Construction – The act of adding an addition to an existing structure or the erection of a new principal or accessory structure on a lot or property.
 - i. Council – The City Council of the City of Pekin.
 - j. Demolition – Any act or process that destroys in part or in whole a landmark or site within a historic district.
 - k. Design Guideline – A standard of appropriated activity that will preserve the historic and architectural character of a structure or area.
 - l. Exterior Architectural Appearance – The architectural and general composition of the exterior of a structure, including, but not limited to the kind, color, and the texture of the building material and the type, design and character of all windows, doors, light fixtures, signs and appurtenant elements.
 - m. Historic District – An area designated as a “historic district” by ordinance of the City Council and which may contain within definable geographic boundaries, one or more landmarks and which may have within the boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual character of the landmark or landmarks located within the historic district.
 - n. Landmark – Any building, structure or site which has been designated as a “landmark” by ordinance of the City Council, pursuant to procedures prescribed herein, that is worthy of rehabilitation, restoration, and preservation because of its historic and/or architectural significance to the City of Pekin.
 - o. Owner of Record – The person, corporation, or other legal entity listed as owner on the records of the County Recorder of Deeds.
 - p. Rehabilitation – The process of returning the property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while

- preserving those portions and features of the property which are significant to its historic, architectural and cultural values.
- q. Removal – Any relocation of a structure on its site or to another site.
 - r. Repair – Any change that does not require a building permit that is not construction, relocation or alteration.
 - s. Structure – Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but not limiting the generality of the foregoing, buildings, fences, gazebos, advertising signs, bill boards, backstops for tennis courts, radio and television antennae, including supporting towers, swimming pools, satellite dishes, solar panels and wind generation.
 - t. Structural Change – Any change or repair in the supporting members of a building, structure, roof or exterior walls which would expand the building in height, width or bulk of the building.

Section 4 HISTORIC PRESERVATION COMMISSION

4.1 Composition

The Pekin Historic Preservation Commission shall consist of seven (7) voting members, residents of the City of Pekin, appointed by the Mayor and approved by the City Council.

4.2 Qualification

The members shall be appointed on the basis of expertise, experience or interest in the area of architectural history, building construction or engineering, finance, historical and architectural preservation, neighborhood organizing and real estate.

4.3 Terms

Members of the Commission shall be appointed for terms of three (3) years. Of those members first taking office, two (2) shall be appointed for one (1) year, three (3) for two (2) years and two (2) for three (3) years. No members shall serve more than two (2) successive three-year terms. Alternate members shall be appointed to serve in the absence of or disqualification of the regular members. Vacancies shall be filled for the unexpired term only. Members shall serve without compensation. Permanent vacancies on the Commission shall be filled by the Mayor with the advice and consent of the City Council for the unexpired term of the former Commissioner.

4.4 Officers

Officers shall consist of a chairman, vice-chairman, and a secretary elected by the Preservation Commission who shall serve a term of one (1) year and who shall be eligible for re-election, but no members shall hold the same office for more than two (2) consecutive years. The chairman shall preside over meetings. In the absence of the chairman, the vice-chairman shall perform the duties of the chairman. If both are absent, those present shall elect a temporary chairman. The secretary to the Preservation Commission shall have the following duties:

- a. Take minutes of each Preservation Commission meeting;
- b. Be responsible for publication and distribution of copies of the minutes, reports and decisions of the Preservation Commission to the members of the Preservation Commission;
- c. Give notice as provided herein or by law for all public hearings conducted by the Preservation Commission;
- d. Advise the Mayor of vacancies on the Preservation Commission and expiring terms of members; and
- e. Prepare and submit to the City Council a record of the proceedings before the Preservation Commission on any matter requiring Council consideration.

4.5 Meetings

- a. A quorum shall consist of a majority of the members. All decisions or actions of the Historic Preservation Commission shall be made by a majority vote of those members

- present and voting at the meetings where a quorum exists. Meetings shall be held at regularly scheduled times to be established by resolution of the Commission at the beginning of each calendar year. There shall be a minimum of four (4) regular meetings per year. Special meetings may be called by the chairman or any three (3) Commissioners.
- b. No member of the Historic Preservation Commission shall vote on any matter that may materially or apparently affect the property, income or business interest of that member. No action shall be taken by the Commission that could in any manner deprive or restrict the owner of property in its use, modification, maintenance, disposition, or demolition until such owner shall first have had the opportunity to be heard at public meeting of the Preservation Commission, as provided herein. The Chairman, and in his absence the acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Preservation Commission shall be open to the public, except as provided for in the Illinois Open Meetings Act. Testimony at any hearing may be required by the Commission to be given under oath. The Preservation Commission shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Preservation Commission and shall be of public record. The Commission shall adopt its own procedural rules for the conduct of business. Such rules shall be filed with the secretary to the Commission and with the City Clerk. Any rule adopted which relates solely to the conduct of the hearings, and which is not required by the statutes of the State or by the Council or its Code of Ordinances, may be waived by the chairman upon good cause being shown. The Commission, by its rules, may create a sub-committee structure to enhance efficiency in consideration of Commission business. Every final decision of the Commission and every recommendation it makes to the Council or its duly authorized committee shall include written findings of fact, and shall specify the reason or reasons for such decision or recommendation. The secretary shall mail notice of any decision by the Commission to the applicant and any designated interested parties within five (5) business days of such decision.

4.6 Powers and Duties

The Commission shall have the following powers and duties:

- a. To adopt its own procedural regulations.
- b. To conduct an ongoing survey to identify historically and architecturally significant properties, structures and areas.
- c. To investigate and recommend to the City Council the adoption of ordinances designating properties or structures having special historic, community or architectural value as “landmarks”.
- d. To investigate and recommend to the City Council the adoption of ordinances designating properties or structures having special historic, community or architectural value as “historic districts”.
- e. To keep a register of all properties and structures that have been designated as landmarks or historic districts, including all information required for each designation.

- f. To determine an appropriate system of markers and make recommendations for the design and implementation of specific markings of the streets and routes leading from one landmark or historic district to another.
- g. To advise owners of landmarks and property or structures within historic districts on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, and on procedures for inclusion on the State or National register of Historic Places.
- h. To inform and educate the citizens of Pekin concerning the historic and architectural heritage of the city by publishing appropriate maps, newsletters, brochures, and pamphlets, and by holding programs and seminars.
- i. To hold public hearings and to review applications for construction, alteration, removal, or demolition affecting proposed or designated landmarks or structures or historic districts and issue or deny Certificates of Appropriateness for such actions. Applicants shall be required to submit plans, drawings, elevations, specifications, and other information as may be necessary to make decisions.
- j. To develop specific guidelines for the alteration, demolition, construction or removal of landmarks or property and structures within historic districts.
- k. To review proposed zoning amendments, applications for special use permits or variances that affect proposed or designated landmarks and historic districts. The Development Commission shall make such review prior to the date of the hearing.
- l. To accept and administer on behalf of the City of Pekin, upon designation by the City Council, such gifts, grants and money as may be appropriate for the purpose of this ordinance.
- m. To call upon available City staff members as well as other experts for technical advice.
- n. To testify before all boards and commissions, including the Development Commission, Economic Development Commission, and Neighborhood Stabilization Committee, on any matter affecting historically and architecturally significant property and landmarks.
- o. To periodically review the Pekin Zoning Ordinance and to recommend to the City Planning Commission and the City Council any amendments appropriate for the protection and continued use of landmarks or property and structures within historic districts.

Section 5 SURVEYS AND RESEARCH

- 5.1 The Historic Preservation Commission shall undertake an ongoing survey and research effort in the City of Pekin to identify neighborhoods, areas, sites, structures, and objects that have historic, community, architectural, or aesthetic importance, interest, or value. As part of the survey, the Historic Preservation Commission shall review and evaluate any prior surveys and studies by any unit of government or private organization and compile appropriate descriptions, facts, and photographs. The Historic Preservation Commission shall identify potential landmarks and adopt procedures to nominate them in groups based upon the following criteria:

- a. The potential landmarks in one identifiable neighborhood or district geographical area of the City of Pekin;
- b. The potential landmarks associated with a particular person, event, or historical period;
- c. The potential landmarks of a particular architectural style or school, or of a particular architect, engineer, builder, designer or craftsman;
- d. Such other criteria as may be adopted by the Preservation Commission to assure systematic survey and nomination of all potential landmarks within the City of Pekin.

Section 6 CRITERIA FOR LANDMARK DESIGNATION

- 6.1 Nominations shall be made to the Historic Preservation Commission on a form provided by the Commission. A filing fee may be required, as determined by the City Council.
- 6.2 The Commission shall, upon investigation as it deems necessary, make a preliminary determination as to whether a property, structure, or area possesses the integrity of design, workmanship, materials, location, setting and feeling and meets one or more of the following criteria:
 - a. Significant value as part of the historic, heritage or cultural characteristics of the community, county, state or nation;
 - b. Its identification with a person or persons who significantly contributed to the development of the community, county, state or nation;
 - c. Representative of the distinguishing characteristics of architecture inherently valuable for the study of a period, type, method of construction or use of indigenous materials;
 - d. Notable work of a master builder, designer, architect or artist whose individual work has influenced the development of the community, county, state or nation;
 - e. Its unique location or singular physical characteristics that make it an established or familiar visual feature;
 - f. Its character as a particularly fine or unique example of a utilitarian structure, including but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance;
 - g. Area that has yielded or may be likely to yield, information important in history or prehistory.

A preliminary determination as to whether a property, structure, or area meets one or more of the foregoing criteria shall be made within thirty (30) days of filing of a nomination with the Commission.

Section 7 LANDMARK DESIGNATION PROCEDURES

- 7.1 The Commission shall schedule a public hearing within sixty (60) days after the filing of an application to the Planning Department.

- a. Any person, group of persons or association, including, but not limited to the Pekin Historic Preservation Commission, may request a Historic Landmark designation for any structure, building or site within the boundaries of the City of Pekin which may have historic or architectural significance as defined by the Ordinance.
 - b. The Planning Department shall supply, upon request, the application forms. Completed forms shall be submitted to the Planning Department that shall be forwarded to the Commission for their consideration.
- 7.2 Notice of date, time, place and purpose of the public hearing shall be sent by mail to owner(s) of record and to the nominator(s), ***not less than fifteen (15) nor more than thirty (30) days prior to the date of the hearing.*** A public hearing notice also shall be published in a newspaper having general circulation in the City of Pekin. The notice shall state the location of the property and a statement summarizing how the proposed landmark meets the criteria set forth in Subsection 6.2 under Criteria for Landmark Designation.
- 7.3 Upon receipt of the application, the secretary of the Commission shall schedule a ***public hearing***, to be held within forty-five (45) days after preliminary approval of application.
- 7.4 During the public hearing, the Commission shall review and evaluate the application according to the criteria established by ordinance.
- 7.5 If further consideration is needed, the public hearing may be continued to regular or special meetings.
- 7.6 A Certificate of Appropriateness shall be required for alteration, construction, removal or demolition of a proposed landmark from the date when the nomination form is presented to the Commission until the final disposition of the request.
- 7.7 A decision shall be made within thirty (30) days following the date of the closing of the public hearing.
 - a. Following the public hearing, the Secretary of the Commission shall prepare the Commission's evaluation, recommendation and all available information for submission to the City Council within thirty (30) days.
 - b. If the Commission decides that the landmark shall be designated, it shall do so by a recommendation passed by a majority of the Commission.
 - c. The owner(s) of record shall be notified promptly by a letter containing information of the Commission's decision.
 - d. ***Adoption of an Ordinance by the City Council is necessary for approval of a landmark designation.*** If the City Council approves the application for a designation, a notice will be sent to the property owner, the Planning Department, the Building Commissioner, the City Clerk's office, and recorded with the County

Recorder of Deeds. If the City Council denies the petition, no petitioner or applicant can file for ninety (90) days to the Secretary of the Commission.

- e. Buildings designated as Historic Landmarks shall be subject to issuance of Certificates of Appropriateness.

Section 8 CRITERIA FOR HISTORIC DISTRICT DESIGNATION

- 8.1 Nominations shall be made to the Historic Preservation Commission on a form provided by the Commission. A filing fee may be required, as determined by the City Council.
- 8.2 The following criteria shall be utilized by the Pekin Historic Commission in determining the designation of Historic Districts:
 - a. The Historic District contains one or more landmarks along with such other buildings, places or areas within its definable geographic boundaries that, while not of such historic significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located in such District;
 - b. A significant number of structures meeting any of the standards of Subsection 6.2 under Landmark Designation Criteria;
 - c. Establishing a sense of time and place unique to the City of Pekin, and/or;
 - d. Exemplifying or reflecting the cultural, social, economic, political or architectural history of the nation, the state or the City.
- 8.3 A preliminary determination as to whether a district or an area meets one or more of the foregoing criteria shall be made within sixty (60) days of the filing of a nomination with the Commission.

Section 9 HISTORIC DISTRICT DESIGNATION PROCEDURE

- 9.1 Any person, group of persons, or association, including but not limited to the Pekin Historic Commission, may present to the commission a petition requesting that a defined geographic area be designated as a Historic District. The Planning Department shall supply, upon request, the application forms. Completed forms shall be submitted to the Planning Department that shall forward them to the Commission for their consideration.
- 9.2 The petition shall contain the names of no less than **51% of the property owners**. Or, if lease holders, with a five (5) year or longer leasehold interest, are signatories to the petition then the petition shall contain no less than 51% of the property owners and/or leaseholders.
- 9.3 Notice of date, time, place and purpose of the public hearing shall be sent by mail to owner(s) of record and to the nominator(s), not less than fifteen (15) nor more than thirty (30) days prior to the date of the hearing. A public notice also shall be published in a newspaper having general circulation in the City of Pekin. The notice shall state the

location of the property and a statement summarizing how the proposed landmark meets the criteria set forth in Subsection 6.2 under Criteria for Historic Designation.

- 9.4 Upon receipt of the application, the Secretary of the Commission shall schedule a public hearing to be held within forty-five (45) days from after preliminary approval of application.
- 9.5 During the public hearing the Commission shall review and evaluate the application according to the criteria established by ordinance.
- 9.6 If further consideration is needed, the public hearing may be continued to regular or special meetings.
- 9.7 A decision shall be made within thirty (30) days following the date of the closing of the public hearing.
 - a. Following the public hearing, the Secretary of the Commission shall prepare the Commission's evaluation, recommendation and all available information for submission to the City Council within thirty (30) days.
 - b. If the Commission decides that the proposed historic district should be designated, it shall do so by a recommendation passed by a majority of the Commission.
 - c. The owner(s) of record shall be notified promptly by a letter containing information of the Commission's decision.
 - d. Adoption of an Ordinance by the City Council is necessary for approval of a historic district designation. If the City Council approves, the application for a designation, a notice will be sent to the property owner, the Planning Department, the Building Inspector, the City Clerk's office and recorded with the County Recorder of Deeds that the area has been designated as such and that buildings located within the boundaries of the historic district shall be subject to issuance of Certificate of Appropriateness. If the City Council denies the petition, no petitioner can file for ninety (90) days to the Secretary of the Commission.

Section 10 APPLICATIONS FOR NOMINATIONS OF LANDMARKS AND HISTORIC DISTRICTS

10.1 Eligibility

Any person, group of persons or association, may apply to the Pekin Historic Preservation Commission for the designation of a Landmark or Historic District. Applications for a nomination shall be filed at the Planning Office.

10.1-1 *Landmark Application*

At a minimum, the landmark application shall include the following:

- a. The name and address of the property owner.
- b. The legal description and common street address of the property.
- c. A written statement describing the property and setting forth reasons in support of the proposed designation.
- d. Documentation that the property owner has been notified or consents to the application for designation.
- e. A list of significant exterior architectural features that should be protected.
- f. An overall site plan and photographs of the landmark. The plan shall also include a front, side and rear elevation drawing.

10.1-2 *Historic District Application*

At a minimum, the historic district application shall include the following:

- a. The names and addresses of the property owners.
- b. A map delineating the boundaries of the area to be designated.
- c. A written statement describing the area and properties within the historic district and setting forth reasons in support of the proposed designation.
- d. A list and photographs of significant exterior architectural features of all properties in the district that should be protected.

Section 11 CERTIFICATE OF APPROPRIATENESS

11.1 Certificate of Appropriateness Required

A Certificate of Appropriateness issued by the Commission shall be required before a building permit, moving or demolition permit is issued for any designated historic landmark or any building, structure or site or part thereof in the historic district. It is required if the building, structure or site ***will be altered, extended, or repaired in such a manner as to produce a major change in the exterior appearance of such building or structure. Such major changes include, but are not limited to:***

- a. Major changes by addition, alteration, maintenance, reconstruction, rehabilitation, renovation or repair;
- b. Any new construction and demolition in whole or in part requiring a permit from the City of Pekin;

- c. Moving a building;
- d. Any construction, alteration, demolition, or removal affecting a significant exterior architectural feature as specified in the ordinance designating the landmark or historic district.

11.2 Exception

An exception to the Certificate of Appropriateness shall be made if the applicant shows to the Commission that a failure to grant the permit will cause an imminent threat to life, health or property.

11.3 Application for Certificate of Appropriateness

Every application for a demolition permit or a building permit, including plans and specifications shall be forwarded by the Planning Department to the Historic Preservation Commission within fifteen (15) days following receipt of the application by the Planning Department. ***The application for issuance of a Certificate of Appropriateness must include:***

- a. Street address of the property involved.
- b. Legal description of the property involved.
- c. Brief description of the present improvements situated on the property.
- d. A detailed description of the construction, alteration, demolition or use proposed together with any architect drawings or sketches if those services have been utilized by the applicant and if not, a sufficient description of the construction, alteration, demolition, and use to enable anyone to determine what final appearance and use of the real estate will be.
- e. Owner's name.
- f. Developer's name, if different than owner.
- g. Architect's name.
- h. A filing fee is required, as determined by the City Council.

11.4 Standards for Certificate of Appropriateness

In making a determination whether to approve or deny an application for a Certificate of Appropriateness, the Pekin Historic Preservation Commission shall be guided by the following standards:

- a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site environment.
- b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

- d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- e. Distinctive stylistic features or examples of skilled craftsmanship that characterize a building, structure, or site shall be treated with sensitivity.
- f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities, and where possible materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of the structures, if appropriate, shall be undertaken using the gentlest means possible.
- h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environments.
- j. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Section 12 DESIGN GUIDELINES

12.1 Architectural Criteria

Design guidelines for applying the criteria for review of Certificates of Appropriateness shall at a minimum, consider the following architectural criteria:

- a. Height - the height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in a historic district.
- b. Proportions of windows and doors - the proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark.
- c. Relationship of Building Masses and Spaces - the relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.
- d. Roof Shape - the design of the roof, fascia, and cornice should be compatible with the architectural style and character of the landmark.
- e. Landscaping - Landscaping should be compatible with the architectural character and appearance of the landmark.
- f. Scale - the scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures in a historic district.

- g. Directional Expression - facades in historic districts should blend with other structures with regard to directional expression. Structures in a historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures. The direction expression of a landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character.
- h. Architectural Details - architectural details including types of materials, colors, and textures should be treated so as to make landmark compatible with its original architectural style and character of a landmark or historic district.
- i. New structures in a Historic District shall be compatible with the architectural styles and design in said districts.

Section 13 HEARING ON APPLICATION

13.1 Applications

Applications for a Certificate of Appropriateness are available from the Planning Department. Such applications shall be completed and submitted to the Planning Department that shall be forwarded to the Pekin Historic Preservation Commission. The Commission shall schedule a ***public meeting for consideration of the application within forty-five (45) days of receipt of application***. A public notice for consideration of the application shall be made not less than fifteen (15) days or more than thirty (30) days before hearing, in a newspaper of general circulation published in the City of Pekin.

13.2 Continuances

If the Historic Preservation Commission finds at the time that the application merits further consideration, then the Commission may continue the request to regular or special meetings.

Section 14 ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS

14.1 Decision

The Pekin Historic Preservation Commission shall notify the applicants of its decision within five (5) business days after the close of the public meeting. Upon approval of the application, the Commission shall direct the Planning Department to issue signed Certificate of Appropriateness to the applicant with copies forwarded to the Building Department.

14.2 Validity of a Certificate of Appropriateness

A Certificate of Appropriateness shall be invalid if changes in the plans reviewed by the Commission are necessary in obtaining a building permit or if the building permit issued for the same work becomes invalid. The Certificate of Appropriateness remains valid for the same period of validity as the building permit (one year).

Section 15 APPEALS FOR DENIAL OF A CERTIFICATE OF APPROPRIATENESS

15.1 Denial of a Certificate of Appropriateness

In the event of denial of an application for a Certificate of Appropriateness, the Commission shall notify the applicant in writing of the disapproval and the reasons therefore and shall recommend changes, if any, in the proposed action that would cause the Commission to reconsider its denial.

15.2 Submittal of an Amended Application

Within fifteen (15) days of receipt of the notification of disapproval, the applicant may resubmit an amended application that takes into consideration the recommendation of the Historic Preservation Commission. The application shall be considered to be withdrawn if no written modification or request for public hearing is received. Within fifteen (15) days of receipt of a written modification, the Commission must either issue the Certificate of Appropriateness or proceed to schedule a hearing.

Section 16 FINDINGS ON APPEAL

16.1 Appeal Hearing

The Pekin Historic Preservation Commission shall select a reasonable time and place for the hearing of the appeal and give due notice thereof to the applicant by mailing notice of the hearing, said mailing to be made at least ten (10) day prior to the date of the hearing. Notice of the time and place of such public hearing shall be published at least once, not less than fifteen (15) days or more than thirty (30) days before the hearing, in a newspaper of general circulation published in the City of Pekin.

16.2 Conducting an Appeal Hearing

The Chairperson shall conduct the hearing and the Pekin Historic Preservation Commission and the applicant shall have the right to introduce evidence and cross-examine witnesses. A recorded or written transcript of the hearing shall be made and kept.

16.3 Decision of the Historic Preservation Commission

The Commission shall vote, announce its decision, make its recommendation and notify the Planning Department and the applicant within five (5) business days after the conclusion of the public hearing, unless the time is extended by mutual agreement between the Commission and the applicant.

16.4 Appealing the Decision of the Historic Preservation Commission

In the event of a denial of appeal by the Pekin Historic Preservation Commission, the applicant may appeal the decision of the City Council within thirty (30) days of said denial. The Council shall review the appeal solely on the basis of the record and application of the standards described herein.

Section 17 CERTIFICATE OF ECONOMIC HARDSHIP

- 17.1 Notwithstanding any of the provisions of the ordinance to the contrary, the Commission may issue a Certificate of Economic Hardship to allow the performance of work for which a Certificate of Appropriateness has been denied.
- 17.2 Applicants claiming economic hardship may be required to apply to the City's appropriate department to determine eligibility for rehabilitation assistance. The Commission in making its decision shall consider the eligibility for and availability of financial aid.
- 17.3 An applicant for a Certificate of Economic Hardship may submit any or all of the following information in order to assist the Commission in making its determination on the application:
- a. The amount paid for the property, the date of purchase and the party from whom purchased (including a description of the relationship, if any, between the owner and the person from whom the property was purchased).
 - b. The assessed value of the land and improvements thereon according to the two most recent assessments.
 - c. Real estate taxes for the previous two years.
 - d. Remaining balance on mortgage, if any, and annual debt service, if any, for the previous two years.
 - e. All appraisals obtained within the previous two years by the owner or applicant in connection with this purchase, financing or ownership of the property.
 - f. Any listing of the property for sale or rent, price asked and offers received, if any.
 - g. Any consideration by the owner as to profitable adaptive uses for the property.
 - h. If the property is income-producing, the annual gross income from the property for the two previous years, itemized operating and maintenance expenses for the two previous years, and annual cash flow before and after debt service, if any, during the same period.
 - i. Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture or other.
 - j. Any other information reasonably necessary for a determination as to whether the property can be reasonably used or yield a reasonable return to present or future owners.
- 17.4 If the Commission finds that without approval of the proposed work, the property cannot obtain a reasonable economic return therefrom, then the application shall be delayed for a period not to exceed three (3) months. During this period of delay, the Commission shall investigate plans and make recommendations to the City Council to allow for a reasonably beneficial use or a reasonable economic return, or to otherwise preserve the subject property. Such plans and recommendations may include, but not be limited to: a relaxation of the provisions of this ordinance, financial assistance, building code modifications and/or changes in zoning regulations.

- 17.5 If by the end of this three (3) month period, the Commission has found that without approval of the proposed work, the property cannot be put to a reasonable beneficial use or the owner cannot obtain a reasonable economic return therefrom, then the Commission shall issue a Certificate of Economic Hardship approving the proposed work. If the Commission finds otherwise, it shall deny the application for a Certificate of Economic Hardship.

Section 18 APPEALS

- 18.1 When a Certificate of Economic Hardship is approved or denied the applicant may, within thirty (30) days, appeal the Commission's decision to the City Council. The Council shall review the appeal solely on the basis of the record and application of the standards described herein. If the Council decides that a Certificate of Economic Hardship should be issued, the Secretary shall notify the applicant and the Building Department within seven (7) days of the Council's decision and the Building Department then shall issue the permit within fifteen (15) days.
- 18.2 If the Council concurs with the Commission's decision not to issue a Certificate of Economic Hardship, the Secretary shall notify the applicant and the Building Department within seven (7) days.
- 18.3 Denial or grant by the Council of a certificate of Economic Hardship is considered a final decision. The City Council decision shall be final, subject only to judicial review as provided by law.

Section 19 NATURAL DESTRUCTION OR DEMOLITION

- 19.1 In the case of partial or complete natural destruction or demolition of a site within a Historic Preservation District or of a landmark, the owner will be required to obtain a Certificate of Appropriateness from the Commission prior to reconstruction. Although exact duplication of the previous structure may not be required, the exterior design of the property shall be in harmony with:
- a. The exterior design of the structure prior to damage; and
 - b. The character of the Historic Preservation District.

Section 20 FEES AND PENALTIES

- 20.1 Subject to City Council approval, the Pekin Historic Preservation Commission may establish an appropriate system of processing fees for the review of nominations and Certificates of Appropriateness.
- 20.2 Failure to perform any act required by this ordinance or performance of any act prohibited by this ordinance shall constitute a violation. Any person violating any of the provisions of this ordinance shall be subject to a fine of up to five hundred dollars (\$500.00) for each day on which a violation exists. The Pekin Historic Preservation Commission may institute any appropriate action, proceeding in the name of the City of Pekin to enjoin, correct, or abate any violation of this ordinance.

Section 21 SEVERABILITY

If any provision of this ordinance or application thereof to any person or circumstance is held invalid, such invalidation shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 22 EFFECTIVE DATE

All ordinances, resolutions and orders, or parts thereof, in conflict herewith, be and the same are hereby repealed and this ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

MAYOR PRO TEM BECKY CLOYD

ATTEST:

Sue McMillan, City Clerk

Presented and Read at a regular meeting of the Pekin City Council on the 24th day of
April, 2023.

Passed and Approved at a regular meeting of the Pekin, City Council on the 24th day of
April, 2023.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM: Ordinance No, 4051-22/23 Amending the Code Chapter 2, Articles VI and VIII re the Ethics Commission

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: In 2011, the City Council adopted a Code of Conduct for Council Members. In August of 2021, the City Council amended the City's Code of Conduct to expand its application to members of all City boards, committees and commissions and to create an "Ethics Commission" to enforce the code. Since that time, several issues have been presented to the Ethics Commission, all of which pertained to either City Council members or the Mayor.

Staff believes that, in addition to identifying appropriate behavior for City Council members, the Mayor and those serving on City boards, committees and commissions, the Code of Conduct should allow for the City Council to address and resolve any issues arising from violations of the code of conduct without the involvement of individuals or parties that are not members of the City Council.

To that end, staff recommends the elimination of the Ethics Commission and the adoption of a code of conduct that is administered and enforced by the City Council, rather than a separate commission.

FINANCIAL IMPACT: None

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: The City will adopt a Code of Conduct which would enable the City Council to address or enforce all issues related to the code of conduct for City Council members and those serving on City boards, committees and commissions without the use of a board, committee or commission that is not comprised entirely of City Council members.

IMPACT IF DENIED: The City will continue to utilize the Ethics Commission.

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

4/21/2023

Date:

City Manager:

Date:

Ordinance No. 4051-22/23 Amending the Code Chapter 2, Article VI and Article VIII Regarding Ethics Commission

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Council desires to make certain amendments to the City Code to eliminate the Ethics Commission and the position of Ethics Advisor; and

WHEREAS, the City Council finds it is in the best interests of the City, its residents and the efficient administration of the business of the City to adopt the amendments set forth herein.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Chapter 2, Article VI, Division 3 of the Pekin City Code is hereby deleted in its entirety.

Section 3. Chapter 2, Article VIII, Section 7 of the Pekin City Code is hereby deleted in its entirety.

Section 4. Chapter 2, Article VIII, Section 2 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 2-8-2. - Prohibited activities.

- (a) No elected or appointed official, officer or employee shall intentionally violate the City's Code of Ethics and Conduct for City Council Members and Appointment Members to Boards, Commissions & Committees, as now existing or as may be amended or modified in the future.
- (b) No elected or appointed official, officer or employee shall intentionally misrepresent hours worked for compensated time or be party to any scheme involving such misrepresented hours.
- (c) No elected or appointed official, officer or employee shall intentionally leave sensitive City property, equipment or vehicles unattended or unprotected.
- (d) No elected or appointed official, officer or employee shall be a reference or advocate for a friend, acquaintance, another family member, or a contractor seeking employment, bid award, or funding from the City.

Section 5. Chapter 2, Article VIII, Section 9 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 2-8-9. - Retaliation; false reports.

- (a) It shall be a violation of this Article for any person to retaliate against a person who ~~files a complaint of an ethics violation or who participates in an investigation or hearing before the Pekin Ethics Commission related to a~~ complains of a violation of this Article or the Code of Ethics and Conduct for City Council Members and Appointment Members to Boards, Commissions & Committees, as now existing or as may be amended or modified in the future, or who participates in the investigation of any such complaint by the CityPekin Code of Ethics or Conduct.
- (b) It shall be a violation of this Article for any person to ~~file~~make any false or frivolous complaint under this Article ~~or under Article VI, Division 3 of this Chapter.~~ A false or frivolous complaint shall refer to a complaint that the complainant knows to be false or is filed with the intent of harassing, embarrassing, or retaliating against another. It shall not refer to complaints made in good faith which ultimately cannot be proven or do not result in a finding that this Article has been violated.

Section 6. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM: Resolution No. 580-22/23 Update City Code of Ethics & Conduct

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: In order to ensure that all elected and appointed officials, while executing their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Pekin's City government, the City Council desires to adopt a Code of Ethics that applies to all elected members of the City Council, as well as to all members of any current and future Board, Committee or Commission established by the City Council.

FINANCIAL IMPACT: None

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

4/21/2023

Date:

City Manager:

Date:

Resolution No. 580-22/23 Update City Code of Ethics & Conduct

WHEREAS, the City Council adopted a Code of Ethics and Conduct for City Council Members and Members of Boards, Commissions & Committees ("Code of Conduct") on August 9, 2021; and

WHEREAS, the City Council now desires to amend the Code of Conduct as set forth in Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The above recitals are found to be true and correct and are adopted herein.

Section 2. The Code of Conduct adopted on August 9, 2021, is hereby repealed and replaced with the revised Code of Ethics and Conduct attached hereto as Exhibit A.

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

MAYOR

ATTEST:

CITY CLERK

Resolution No. 304-21/22

Amending the City's Code of Ethics & Conduct

WHEREAS, in 2011, the City Council adopted a “Code of Conduct” for Councilmembers; and

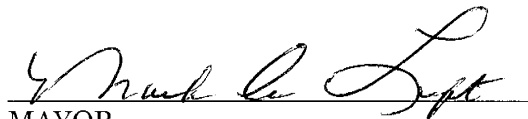
WHEREAS, the City Council has determined it is in the best interests of the City and its residents to update this Code of Conduct and to expand its application to members of all City boards, committees, and commissions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

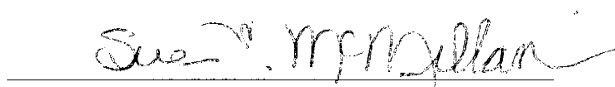
Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The Code of Ethics and Conduct for City Council Members and Appointed Members of Boards, Commissions & Committees, attached hereto as Exhibit A, is hereby adopted effective immediately.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 9th day of August, 2021.


MAYOR

ATTEST:


CITY CLERK



Code of Ethics and Conduct

For

**City Council Members
and
Appointed Members to
Boards, Commissions & Committees**

August 9, 2021

TABLE OF CONTENTS

Purpose	3
Coverage	3
Ethics	3
Conduct Guidelines	6
Compliance, Enforcement & Sanctions	10
Conclusion	12
Signature Affirmation	13
Appendix A: Conflict of Interest Detail	14
Appendix B: Prohibited Political Activity and Gift Ban Detail	16

PURPOSE

The Pekin City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Pekin's City government.

COVERAGE

This Code of Ethics and Conduct shall apply to all elected members of the City Council, as well as all members of any current or future Board, Committee, or Commission. Unless specifically noted, the word "Member" or "Members" as used in this Code of Ethics and Conduct shall refer to members of the City Council and members of Boards, Committees, and Commissions.

A. ETHICS

The citizens and businesses of Pekin are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting all government operations;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Unless required by law to be confidential, conduct public deliberations and processes openly in an atmosphere of respect and civility.

Therefore, all Members shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, all Members will work for the common good of the people of Pekin and not for any private or personal interest, and will assure fair and equal treatment of all persons, claims, and transactions coming before them.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the state and federal laws, as well as all ordinances duly-enacted by the City of Pekin.
3. **Conduct of Members.** The professional and personal conduct of all Members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges, or verbal attacks upon other Members; City staff; and members of the public.
4. **Respect for Process.** Members shall perform their duties in accordance with all processes and rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall come prepared for all publicly held meetings; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, Members shall use their best efforts

to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict.

If a potential conflict arises, the Member shall abstain from participating in the decision or matter giving rise to the conflict until such time as the Member has (1) conferred with the City Attorney and (2) received the City Attorney's approval to participate in the decision or matter. In all instances in which a potential conflict arises, it shall be the Member's responsibility to diligently pursue the advice of the City Attorney. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given.

In providing assistance to Members, the City Attorney represents the City and not individual Members.

In accordance with the law, Members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

See APPENDIX A for a more detailed outline of Conflict of Interest requirements as required by State law.

8. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Pekin City government as outlined in the Pekin City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, Members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
9. **Political Activity.** No Member shall intentionally:
 - (a) perform any prohibited political activity (as defined in Appendix B) during meetings of the City Council or one of its Board, Committees or Commissions;
 - (b) use any property or resources of the City of Pekin in connection with any prohibited political activity;
 - (c) require any other officer or employee of the City to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

Nothing in this Section prohibits activities that are permissible for a Member to engage in as part of his or her official duties, or activities that are undertaken by a member on a voluntary basis which are not prohibited.

See APPENDIX B for a more detailed outline of prohibited political activities, as required by State law.

10. **Advocacy.** Members may advocate their opinions on policy issues before them for consideration at official meetings of the City.

Members may also represent the official policies or positions of the City Council or its Boards, Committees, or Commissions to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Members must explicitly state that they are speaking in their individual capacity. In all instances in which a Member speaks in his or her individual capacity, the Member may not create or allow the inference that the Member is speaking in his or her official capacity or that they are representing the official view of the Council or the City of Pekin.

While Members have the right to endorse candidates for all elected offices, it is inappropriate to mention or display endorsements during any official City meeting or event.

11. **Gifts and Favors.** Members shall not, by virtue of their public office, take advantage of any services or opportunities for personal gain that are not available to the general public. Members shall refrain from accepting any gifts, favors, or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

See APPENDIX B for a more detailed outline of Gift Ban requirements as required by State law.

12. **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to Members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their political, personal, financial, or other private interests. Confidential information includes information in the City's possession that the City is either prohibited from disclosing, or is required to refuse to disclose, under the Illinois Freedom of Information Act, or other applicable law. Such information includes, but is not limited to, individual personnel matters, labor relations, litigation, property acquisitions or disposition, or other information that is exempt from public disclosure and is disseminated to Members with the reasonable expectation that it remain confidential.

- (a) No Member shall disclose or release by any means to any member of the public, any confidential information acquired by virtue of the Member's office, in either oral or written form, except when required by law or authorized by Council to do so.
- (b) If a matter has been properly discussed in closed session, it remains confidential. No Member shall disclose the content of any such matter, or the substance of deliberations, of an executive session meeting, unless the disclosure has been authorized by the Council.
- (c) Members should not access or attempt to gain access to confidential information in the custody of the City, unless it is necessary in the performance of their duties and not prohibited by Council policy.

13. **Use of Public Resources.** Members shall not use public resources which are not available to the general public, including but not limited to City staff time, equipment, supplies or facilities, for

private gain or personal purposes not otherwise authorized by law.

14. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, Members of the City Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission, or other proceeding of the City, nor shall Members of any Board, Committee, or Commission appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
15. **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees, and Commissions to the public decision-making process, Members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which Members should treat one another, City staff, constituents, and others they come into contact with while representing the City of Pekin.

1. Members' Conduct with Each Other in Public Meetings

The individual Members serving on the Council and on various Boards, Committees, and Commissions possess a wide variety of backgrounds, personalities, values, opinions, and goals. This diversity should be a strength, not a weakness. All Members have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

(a) Honor the role of the chair in maintaining order

It is the responsibility of the chair to keep the comments of Members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

(b) Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate, however, neither requires nor justifies belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments towards other Members or members of the public.

(c) Avoid personal comments that could offend other members

If a Member is personally offended by the remarks of another member, the offended Member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Member to justify or apologize for the language used.

The chair will maintain control of this discussion.

(d) *Demonstrate effective problem-solving approaches*

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. **Members' Conduct with the Public in Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

(a) *Be welcoming to speakers and treat them with care and gentleness.*

While questions of clarification may be asked, a Member's primary role during public testimony is to listen.

(b) *Practice active listening*

It is disconcerting to speakers for Members to not look at them when they are speaking. While it is acceptable to look down briefly to review a document or take notes, reading for long durations or gazing about the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger, or boredom.

(c) *Maintain an open mind*

Members of the public deserve an opportunity to influence Members' thinking and views on an issue.

(d) *Ask for clarification, but avoid debate and argument with the public*

Only the chair—not individual Members—can interrupt a speaker during a presentation. However, a Member can ask the chair for permission to ask questions of the speaker, or for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

3. **Members' Conduct with City staff**

Governance of a City relies on the cooperative efforts of elected officials who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) *Treat all staff as professionals*

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) *Interference is Prohibited*

Under the managerial (city manager) form of government, the power of the city council is purely legislative, except that it is empowered to approve all expenses and liabilities of the municipality. Except for the purpose of seeking information or advice, the Council and its members shall deal with the administrative offices and services of the city solely through

the City Manager. Members should refrain from interference activities that include, but are not limited to, the following:

- 1) Giving orders to any subordinate of the City Manager, either publicly or privately, except to request a legal opinion pursuant to Section 2-4-3-3(a) of the City Code.
- 2) Requesting the appointment of any person to, or his removal from office by the City Manager or any of his subordinates in the administrative service of the City.
- 3) Making contact outside of the normal chain of command. Council members may contact the City Manager or a Department Head if they need information concerning a topic or issue. When contacting a Department Head directly, the Council Member shall inform the City Manager of the communication, either through a telephone call, text or email communication. If an appointed board, committee or commission member seeks information, they should contact the City Manager or the staff member generally assigned to their meetings.
- 4) Attempting to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits.
- 5) Requesting documentation from the City to seek personal information (e.g. home address) about employees.
- 6) Attending staff meetings unless requested by staff.
- 7) Appearing unannounced or uninvited to city facilities or offices or otherwise interrupting staff while they are engaged in the performance of their job duties.
- 8) Going to the site of any city construction project, building inspection, zoning code, or code enforcement action or otherwise interfering or intervening in a city construction project, building inspection or zoning / code enforcement action.
- 9) Otherwise disrupting or causing an atmosphere of partiality and intimidation – even if the elected or appointed official does not say anything, his or her mere presence may imply partiality to a third party that staff is interacting with, or in other cases, may generally intimidate and hamper staff's ability from carrying out their duties in an objective manner.

Nothing in this section shall prevent the City Manager from seeking the advice of the City Council or input from individual Members on any administrative matter.

(c) *Never publicly criticize an individual employee*

Members should never express concerns about the performance of a past or present city employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

(d) *Do not solicit political support from staff*

Members should not solicit any type of political support, including but not limited to

financial contributions, display of posters or lawn signs, and signing support lists, from City staff. As private citizens, City staff may support political candidates, but such activities may not be performed while the staff member is at the workplace or is engaged in activity outside the workplace that nonetheless falls within the scope of the staff member's employment with the City.

(e) *No Attorney-Client Relationship*

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual Members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

4. **Council Conduct with Boards, Committees, Commissions, or other Governmental Bodies**

The City has established several Boards, Committees, and Commissions as a means of gathering community input. Citizens who serve on Boards, Committees, and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

(a) *If attending a Board, Committee or Commission meeting, be careful to only express personal opinions*

Council Members may attend any Board, Committee, or Commission meeting, which are always open to any member of the public. However, Council Members should be sensitive to the way their participation—especially if it is on behalf of an individual, business, or developer—could be viewed as evidence of bias or partiality. Any public comments made by a Councilmember during a Board, Committee, or Commission meeting should include a preface or other timely clarification that the Council Member is speaking in his or her individual capacity and that the Council Member does not speak for, and his or her comments are not a representation or reflection of, the thoughts, feelings, or beliefs of the City Council.

(b) *Limit contact with Board, Committee, and Commission Members to questions of clarification*

It is inappropriate for a Council Member to contact a Board, Committee, or Commission Member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Council Members to contact Board, Committee, or Commission Members in order to clarify a position taken by the Board, Committee or Commission.

(c) *Respect that Boards, Committees, and Commissions serve the community, not individual Councilmembers*

The City Council appoints individuals to serve on Boards, Committees, and Commissions, and it is the responsibility of Boards, Committees, and Commissions to follow policy established by the Council.

Appointment and re-appointment to a Board, Committee, or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee, or Commission appointment should not be used as a political "reward."

Board, Committee, and Commission Members do not report to individual Council Members.

Individual Council Members have neither the right nor the power to cause the removal of a Board, Committee, or Commission Member. In no event should any Council Member threaten any Board, Committee, or Commission Member with removal if they disagree about an issue.

(d) *Be respectful of diverse opinions*

A primary role of Boards, Committees, and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Though in some instances a Council Member may have a closer working relationship with some individuals serving on Boards, Committees, and Commissions, all Council Members must nonetheless remain fair and respectful of all citizens serving on Boards, Committees, and Commissions.

(e) *Conduct With Other Public or External Agencies*

If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member shall clearly state whether the statement reflects (1) the Member's personal opinion or (2) the City's official stance.

(f) *Keep political support away from public forums*

Board, Committee, and Commission Members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, Council Members may support Board, Committee, and Commission Members who are running for office, but not in an official forum in their capacity as a Council Member.

C. COMPLIANCE, ENFORCEMENT & SANCTIONS

Any Member found to have violated or attempted to have violated this Code of Ethics and Conduct shall be subject to the following disciplinary sanctions.

Acknowledgement of Code of Ethics and Conduct. All Members shall be required to sign a written acknowledgment stating that they have read and understand this Code of Ethics and Conduct.

Any Council Member who fails to sign such a written acknowledgment shall be disqualified from eligibility for placement on intergovernmental assignments or Council Committee assignments. Such disqualification shall remain in effect until such time as the Council Member signs a written acknowledgment.

Any Board, Committee, or Commission Member who fails to sign such a written acknowledgment shall be disqualified from eligibility for any appointed position. Such disqualification shall remain in effect until such time as the Board, Committee, or Commission Member signs a written acknowledgment.

(a) *Training for Local Officials*

Any Member who is not in current compliance with any State or City mandated ethics, Open Meetings Act, or sexual harassment training shall be disqualified from eligibility for placement on intergovernmental assignments or Council committees, boards, or commissions and may be subject to sanctions.

(b) *Behavior and Conduct*

This Code of Ethics and Conduct expresses standards of ethical conduct expected for

members of the Pekin City Council, Boards, Committees, and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The Mayor, the Council, and chairs of any Boards, Committees, and Commissions have the additional responsibility to intervene when they know that a Member's actions violate or appear to violate one or more of the provisions of this Code of Ethics and Conduct are brought to their attention.

For Council Members:

Council Members who engage in willful and repeated violations of this Code may be subject to (1) reprimand; (2) formal censure by the City Council; (3) loss of seniority; (4) ineligibility for placement for committee assignments (both within the City of Pekin and with intergovernmental agencies); or (5) loss of other privileges afforded by the Council.

Serious infractions of the Code of Ethics and Conduct or the City's Ethics Ordinance could lead to other sanctions as deemed appropriate by the Council, including suspension of the remuneration paid to the Member in respect to his or her services as a Council Member, for a period determined by a supermajority vote of the City Council; and adjudication of violations through the Ethics Commission which could lead to fines and other penalties.

Individual Council Members should point out to the offending Councilmember the perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Mayor Pro Tem. It is the responsibility of the Mayor (or Mayor Pro Tem) to initiate action if a Council Member's behavior may warrant sanction. The Mayor may ask the City Manager and City Attorney to investigate the allegation and report the finding to the Mayor. It is the Mayor's responsibility to determine the next appropriate action. These actions may include, but are not limited to, discussing and counseling the individual on the violations, or recommending sanction to the full Council at a public meeting. In the event of allegations against the Mayor himself, a Mayor Pro Tem shall act in a capacity of the Mayor for purposes of investigation and recommendation with respect to said action. If no action is taken by the Mayor (or Mayor Pro Tem), then the alleged violation(s) can be brought up with the full Council by any council member.

Any Council Member or Board, Committee, or Commission Member who refuses to participate, cooperate, or otherwise obstructs an investigation of an alleged or perceived violation of this Code shall be subject to discipline of the same like, kind, and manner as the Council Member or Board, Committee, or Commission Member under investigation.

For Board, Committee, and Commission Members:

Counseling, verbal reprimands, and written warnings may be administered by the Mayor to Board, Committee, and Commission Members failing to comply with City policy. Sanctions of this magnitude shall be kept private to the extent allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board, Committee, and Commission Members whose conduct does not comply with the City's policies, up to and including removal.

Any form of discipline imposed by the City Council upon a Board, Committee, or Commission member shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a report to Council with supporting documentation.

The Mayor at his or her discretion, or the City Council by majority vote of a quorum present, shall have the power to initiate an investigation of any Board, Committee, or Commission member. Investigations may be conducted by the City Manager or City Attorney, or both. In the event the City Manager or City Attorney has reason to believe an investigation is warranted, the City Manager or City Attorney, as the case may be, shall confer with the Mayor or City Council, who may then at their sole discretion refer the matter for investigation.

Ethics Commission Adjudication Option:

If established by the City Council, and upon receipt of a signed, notarized, written complaint regarding a violation of the City's Ethics Ordinance, the City's Ethics Commission shall investigate the matter and conduct hearings, if necessary. Upon deliberation, the Ethics Commission may issue recommendations for disciplinary actions; impose penalties in accordance with Section 2-8-30-1 of the Ethics Ordinance; or refer any violation of Divisions 2, 5, 10 or 15 of the Ethics Ordinance to the appropriate attorney for prosecution, when applicable. Such investigations shall be conducted only upon receipt of a written complaint alleging a violation of this Ordinance. The Ethics Commission may not under any circumstance initiate an investigation upon its own prerogative without having first received a written, signed, and notarized complaint.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual, including the City Manager and the City Attorney, who knows or reasonably believes a member acts; intends to act; or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

D. CONCLUSION

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council and applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a written acknowledgment (see section E) stating that they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated as necessary.

E. AFFIRMATION & ACKNOWLEDGEMENT

I have received a copy of the City of Pekin Code of Ethics and Conduct for Councilmembers and Members of Boards, Committees and Commissions.

I have read and been informed about the content, requirements, and expectations of this document and agree to abide by its guidelines.

Signature: _____

Printed Name: _____

Date: _____

APPENDIX A CONFLICTS OF INTEREST

I. Statutory Conflicts of Interest

A. Prohibitions

Municipal officers are prohibited from:

1. Being financially “interested” either directly in their own name or indirectly in the name of any other person, association, trust or corporation in:
 - (i) any contract, work, or business of the municipality; or
 - (ii) in the sale of any article

whenever the expense, price, or consideration of the contract, work, business, or sale is paid either from the treasury or by an assessment levied by statute or ordinance;
2. Being “interested”, directly or indirectly, in the purchase of any property that:
 - (i) belongs to the municipality;
 - (ii) is sold for taxes or assessments; or
 - (iii) is sold by virtue of legal process at the suit of the municipality;
3. Being financially “interested” either directly in their own name or indirectly in the name of any other person, association, trust or corporation in any contract or the performance of any work the making or letting of which they may be called upon to act or vote;
4. Representing, either as agent or otherwise, any person, association, trust, or corporation, with respect to any application or bid for any contract or work in regard to which such officer may be called upon to vote; and
5. Taking or receiving, or offering to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

The word “may” has been underlined above to emphasize that unless an officer meets the requirements of one of the exceptions below, an officer will have a prohibited statutory conflict of interest even where the officer abstains from acting or voting on the matter; the mere fact that he may act or vote on the matter is enough to violate the prohibition. An

officer in such a situation must eliminate the potential conflict before he is able to take action or vote on the matter (e.g. resigning from office, removing the matter from the agenda).

In municipalities operating under the Commission form of government, elected or appointed officers and employees are prohibited from being interested directly or indirectly in services to be furnished or performed for any person operating a public utility wholly or partly within the territorial limits of the municipality.

B. Exceptions

1. A municipal officer is not deemed “interested” if:
 - (i) He is an employee of and/or owns or holds an interest of 1% or less in a company that is involved in the transaction of business with the municipality and the company's stock is traded on a nationally recognized securities market, provided the officer: publicly discloses that he is an employee or holds an interest of 1% or less in the company before deliberation of the proposed contract; refrains from evaluating, recommending, approving, deliberating and/or otherwise participating in the negotiation, approval of the contract, work or business; abstains from voting on the award of the contract though he or she shall be considered present for purposes of establishing a quorum; and the contract is approved by a majority vote of those members currently holding office; or
 - (ii) The officer owns or holds an interest of 1% or less through a mutual fund in a company that is involved in the transaction of business with the municipality and that company's stock is traded on a nationally recognized securities market.
2. A municipal officer serving on an advisory panel or commission or non-governing board or commission may have an interest in a contract, work or business of the municipality so long as the officer's duties do not include evaluating, recommending, approving or voting to recommend or approve the contract, work or business.
3. A municipal officer who is a member of the governing body of the municipality (e.g. alderman, trustee, commissioner, trustee, president or mayor) may provide materials, merchandise, property, services or labor if:

- (i) the contract is with a person, firm, partnership, association, corporation or cooperative association in which the officer has less than a 7 1/2 % share in the ownership;
- (ii) the officer publicly discloses the nature and extent of the interest before or during deliberations concerning the proposed award of the contract;
- (iii) the officer abstains from voting on the award of the contract;
- (iv) the contract is approved by a majority vote of the other members presently holding office;
- (v) the contract is awarded after sealed bids to the lowest responsible bidder if the amount of the contract exceeds \$1,500; and
- (vi) the award of the contract would not cause the aggregate amount of all contracts so awarded to the same person, firm, association, partnership, corporation or cooperative association in the same fiscal year to exceed \$25,000.

Or for municipal officers not under the Commission form of government if:

- (i) the award of the contract is approved by a majority vote of the other members of the governing body of the municipality;
- (ii) the amount of the contract does not exceed \$2,000;
- (iii) the award of the contract would not cause the aggregate amount of all contracts so awarded to the same person, firm, association, partnership, corporation or cooperative association in the same fiscal year to exceed \$4,000;
- (iv) the officer publicly discloses the nature and extent of his interest before or during deliberations concerning the proposed award of the contract; and
- (v) the officer abstains from voting on the award of the contract.

Or for municipal officers under the Commission form of government if:

- (i) the award of the contract is approved by a majority vote of the other members of the governing body of the municipality;
- (ii) the amount of the contract does not exceed \$1,000;

- (iii) the award of the contract would not cause the aggregate amount of all contracts so awarded to the same person, firm, association, partnership, corporation or cooperative association in the same fiscal year to exceed \$2,000;
- (iv) the officer publicly discloses the nature and extent of his interest before or during deliberations concerning the proposed award of the contract; and
- (v) the officer abstains from voting on the award of the contract.

Or if:

- (i) the contract is with a person, firm, partnership, association, corporation or cooperative association in which the officer has less than a 1% share in the ownership;
- (ii) the award of the contract is approved by a majority vote of the other members of the governing body of the municipality;
- (iii) the officer publicly discloses the nature and extent of his interest before or during deliberations concerning the proposed award of the contract; and
- (iv) the officer abstains from voting on the award of the contract.

4. A municipal officer who is a member of the governing body of the municipality may:

- (i) be an officer or employee of a public utility company providing public utility services to the municipality;
- (ii) hold an ownership interest of no more than 7 1/2 % in a public utility company providing public utility services to the municipality; or
- (iii) hold an ownership interest of any size in a public utility company providing public utility services to the municipality if the municipality has a population of less than 7,500 and the public utility's rates are approved by the Illinois Commerce Commission.

5. An officer who is a member of the governing body of a municipality may be interested in a bank or savings and loan association in which the municipality contracts for the deposit of moneys, loans, or other financial services if:

- (i) the officer is an officer or employee of the bank or savings and loan association; or
- (ii) the officer is the holder of less than 7 1/2 % of the total ownership interest in the bank or savings and loan association;

Provided that the officer:

- (i) publicly states the nature and extent of his interest during deliberations concerning the proposed award of the contract;
- (ii) does not participate any further in the deliberations;
- (iii) does not vote on the proposed award; and
- (iv) the contract is approved by a majority vote of the other members of the governing body presently holding office.

6. A municipal officer may hold a position on the board of a not-for-profit corporation that is interested in a contract, work, or business of the municipality if:

- (i) the municipal officer is appointed by the governing body of the municipality to represent the interests of the municipality on a not-for-profit corporation's board, then the municipal officer may actively vote on matters involving either that board or the municipality, at any time, so long as the membership on the not-for-profit board is not a paid position, except that the municipal officer may be reimbursed by the non-for-profit board for expenses incurred as the result of membership on the non-for-profit board; or
- (ii) the municipal officer is not appointed to the governing body of a not-for-profit corporation by the governing body of the municipality, then the municipal officer may continue to serve; however, the municipal officer shall abstain from voting on any proposition before the municipal governing body directly involving the not-for-profit corporation and, for those matters, shall not be counted as present for the purposes of a quorum of the municipal governing body.

C. Penalties

An officer who violates the statutory conflict of interest prohibitions is guilty of a Class 4 felony, punishable by not less than one nor more than three years imprisonment and up to

a \$25,000 fine. In addition, any office held by an officer so convicted shall become vacant and shall be so declared as part of the judgment of the court. However, this penalty does not apply to a person elected or appointed to fill a vacancy in an elected township position, who is also employed by the township.

II. Common Law Conflicts of Interest

Even if statutory conflict of interest does not exist, there may still be a common law conflict of interest where an officer who is a member of the governing body has a personal interest in a matter coming before the body. In such a case, the officer will be disqualified from voting or otherwise acting upon the matter. Potential common law conflicts of interest can arise whenever official action could result in a personal advantage or disadvantage to the interested officer, even in circumstances which do not violate the Public Officer Prohibited Activities Act.

III. Statutory Incompatible Offices

A. Prohibitions

1. Aldermen or members of a board of trustees are prohibited from accepting, being appointed to or holding any office by the appointment of the mayor or president of the board of trustees, during the term of office for which they are elected, unless:
 - (i) they are granted a leave of absence from their office;
 - (ii) they first resign from their office; or
 - (iii) the holding of the other office is authorized by law.
2. Mayors, presidents, aldermen, trustees, clerks and treasurers are prohibited from holding any other office during their term of office except:
 - (i) when they are granted a leave of absence from their office;
 - (ii) aldermen or trustees may be appointed to fill a vacancy in the mayor or president until the next election; or
 - (iii) the clerk may serve as the collector.

B. Exceptions

1. An officer may serve as a volunteer fireman and receive compensation for that service.

2. An elected municipal official is not statutorily prohibited from holding an elected office in another unit of local government as long as there is no contractual relationship between the municipality and the other unit of local government. (A common law conflict of interest may still exist, however, between the two offices. Moreover, this statutory exemption does not appear intended to intend to allow a municipal official to serve on a school board unless he or she meets the criteria set forth in the next paragraph below. If a municipal official wishes to hold office as a school board member, consult the municipality's attorney.)
3. In a city, village, or incorporated town with fewer than 2,500 inhabitants, an alderman of the city or a member of the board of trustees of a village or incorporated town, during the term of office for which he or she is elected, may also hold the office of member of the board of education, regional board of school trustees, board of school directors, or board of school inspectors.
4. A member of any fire department or fire protection district may be elected or appointed to any public office.
5. In a municipality with a population of less than 500,000 inhabitants that has designated a budget officer, the budget officer may hold another municipal office, either elected or appointed (including, but not limited to, the office of mayor or president in municipalities with a population under 10,000), and may receive compensation for both offices except when a mayor or president in a municipality with a population under 10,000 is also the budget officer.

C. Penalties

An officer who violates the statutory prohibitions against incompatible offices is guilty of a Class 4 felony, punishable by not less than one nor more than three years imprisonment and up to a \$25,000 fine. In addition, any office held by an officer so convicted shall become vacant. However, this penalty does not apply to a person elected or appointed to fill a vacancy in an elected township position, who is also employed by the township.

IV. Common Law Incompatible Offices

Offices are incompatible at common law when the written law specifically prohibits the occupant of either one of the offices in question from holding the other and, also, where the duties of either office are such that the holder of the office cannot in every instance, properly and fully, faithfully perform all the duties of the other office. This incompatibility may arise, for example, when two governmental entities

have express authority to contract with each other or when one entity controls some funds that may be disbursed to another entity. Where a second office is incompatible with a first office, the acceptance of the second office is ipso facto a resignation of the first office. By his own action the officer expresses his voluntary resignation.

Miller, Hall & Triggs, LLC Twelfth Biennial Elected and Appointed Officials Municipal Law Seminar
Copyright Miller, Hall & Triggs, LLC, © 2019

APPENDIX B

State Officials and Employee Ethics Act

A. Application to Municipalities

The Act requires that each municipality adopt an ordinance or resolution that regulates in a manner no less restrictive than the Act:

1. the political activities of officers and employees of the municipality; and
2. the soliciting and accepting of gifts by and the offering and making of gifts to officers and employees of the municipality.

B. Prohibitions

1. Ethical Conduct

Officers are prohibited from the following:

- (i) intentionally misappropriating the services of any employee by requiring that employee to perform any prohibited political activity (a) as part of that employee's duties, (b) as a condition of employment, or (c) during any time off that is compensated by the municipality (such as vacation, personal, or compensatory time off);
- (ii) requiring an employee at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise;
- (iii) awarding an employee any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any prohibited political activity; and
- (iv) denying or depriving any person in a position that is subject to recognized merit principles of public employment or in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

Employees are prohibited from the following:

- (i) intentionally performing any prohibited political activity during any compensated time (other than vacation, personal, or compensatory time off);
- (ii) intentionally misappropriating any municipal property or resources by engaging in any prohibited political activity for the benefit of any campaign for elective office or any political organization;
- (iii) intentionally misappropriating the services of any employee by requiring that employee to perform any prohibited political activity (a) as part of that employee's duties, (b) as a condition of employment, or (c) during any time off that is compensated by the municipality (such as vacation, personal, or compensatory time off);
- (iv) requiring an employee at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise;
- (v) awarding an employee or being awarded as an employee any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any prohibited political activity; and
- (vi) denying or depriving any person in a position that is subject to recognized merit principles of public employment or in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

2. Gift Ban

Officers and employees are prohibited from intentionally soliciting or accepting any gift from any prohibited source or in violation of any Federal or State statute, rule or regulation. This ban applies to and includes the spouse of and immediate family living with the officer or employee.

C. Exceptions

1. Ethical Conduct Exceptions

An employee may engage in activities that are otherwise appropriate for him to engage in as a part of his or her official employment duties or activities that are undertaken on a voluntary basis as permitted by law.

2. Gift Ban Exceptions

An officer or employee may accept a gift from a prohibited source if the officer or employee promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986.

Other exceptions to the gift ban include:

- (i) opportunities, benefits, and services that are available on the same conditions as for the general public;
- (ii) anything for which the officer or employee pays the market value;
- (iii) any contribution that is lawfully made under the Election Code or under the Act or activities associated with a fundraising event in support of a political organization or candidate;
- (iv) educational materials and missions;
- (v) travel expenses for a meeting to discuss municipal business;
- (vi) a gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée;
- (vii) anything provided by an individual on the basis of a personal friendship unless the officer or employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the officer or employee and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the officer or employee shall consider the circumstances under which the gift was offered, such as:

- (a) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
 - (b) whether to the actual knowledge of the officer or employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
 - (c) whether to the actual knowledge of the officer or employee the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees;
- (viii) food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are consumed on the premises from which they were purchased or prepared or catered;
 - (ix) food, refreshments, lodging, transportation and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the officer or employee as an office holder or employee) of the officer or employee, or the spouse of the officer or employee, if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances;
 - (x) intra-governmental and inter-governmental gifts;
 - (xi) bequests, inheritances and other transfers at death; or
 - (xii) any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed is mutually exclusive and independent of one another.

D. Penalties

A municipality may, but is not required to, provide for penalties similar to those provided in the Act for similar conduct.

E. Important Definitions

As used in the State Officials and Employees Ethics Act, the terms below have the following meanings:

"Compensated time" means any time worked by or credited to a municipal employee that counts toward any minimum work time requirement imposed as a condition of employment, but does not include any designated holidays or any period when the employee is on a leave of absence.

"Employee" means (i) any person employed full-time, part-time, or pursuant to a contract and whose employment duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed or (ii) any appointee.

"Intra-governmental gift" means any gift given to an officer or employee of a municipality from another officer or employee of the same municipality.

"Inter-governmental gift" means any gift given to an officer or employee of a municipality by a member, officer or employee of another municipality, of a Federal or State agency, or of any governmental entity.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an employee or officer.

"Officer" means an elected or appointed official regardless of whether the official is compensated.

"Prohibited political activity" means:

1. preparing for, organizing, or participating in any political meeting, political rally, political demonstration or other political event;
2. soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event;
3. soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution;
4. planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
5. surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;

6. assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question;
7. soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;
8. initiating for circulation, preparing, circulating, reviewing or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
9. making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
10. preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes;
11. distributing, preparing for distribution, or mailing campaign literature, campaign signs or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
12. campaigning for any elective office or for or against any referendum question;
13. managing or working on a campaign for elective office or for or against any referendum question;
14. serving as a delegate, alternate or proxy to a political party convention; or
15. participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

1. is seeking official action by the officer or in the case of an employee, by the employee or by the officer or other employee directing the employee;
2. does business or seeks to do business with the officer or in the case of an employee, with the employee or with the officer or other employee directing the employee;
3. conducts activities regulated by the officer or in the case of an employee, by the employee or by the officer or other employee directing the employee;
4. has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee;

5. is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors; or
6. is an agent of, a spouse of, or an immediate family member who is living with a “prohibited source.”

Miller, Hall & Triggs, LLC Twelfth Biennial Elected and Appointed Officials Municipal Law Seminar
Copyright Miller, Hall & Triggs, LLC, © 2019



**Code of Ethics and Conduct For
City Council Members and
Appointed Members to Boards, Commissions & Committees**

April 24, 2023

TABLE OF CONTENTS

Table of Contents

TABLE OF CONTENTS	ii
PURPOSE	1
COVERAGE	1
A. ETHICS	1
B. CONDUCT GUIDELINES.....	4
C. COMPLIANCE, ENFORCEMENT & SANCTIONS	9
D. CONCLUSION.....	11

PURPOSE

The Pekin City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Pekin's City government.

COVERAGE

This Code of Ethics and Conduct shall apply to all elected members of the City Council, as well as all members of any current or future Board, Committee, or Commission. Unless specifically noted, the word "Member" or "Members" as used in this Code of Ethics and Conduct shall refer to members of the City Council and members of Boards, Committees, and Commissions.

A. ETHICS

The citizens and businesses of Pekin are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting all government operations;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Unless required by law to be confidential, conduct public deliberations and processes openly in an atmosphere of respect and civility.

Therefore, all Members shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, all Members will work for the common good of the people of Pekin and not for any private or personal interest, and will assure fair and equal treatment of all persons, claims, and transactions coming before them.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the state and federal laws, as well as all ordinances duly-enacted by the City of Pekin.
3. **Conduct of Members.** The professional and personal conduct of all Members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges, or verbal attacks upon other Members; City staff; and members of the public.
4. **Respect for Process.** Members shall perform their duties in accordance with all processes and rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall come prepared for all publicly held meetings; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.

6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, Members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict.

If a potential conflict arises, the Member shall abstain from participating in the decision or matter giving rise to the conflict until such time as the Member has (1) conferred with the City Attorney and (2) received the City Attorney's approval to participate in the decision or matter. In all instances in which a potential conflict arises, it shall be the Member's responsibility to diligently pursue the advice of the City Attorney. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given.

In providing assistance to Members, the City Attorney represents the City and not individual Members.

In accordance with the law, Members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

See APPENDIX A for a more detailed outline of Conflict of Interest requirements as required by State law.

8. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Pekin City government as outlined in the Pekin City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, Members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
9. **Political Activity.** No Member shall intentionally:

- (a) perform any prohibited political activity (as defined in Appendix B) during meetings of the City Council or one of its Board, Committees or Commissions;
- (b) use any property or resources of the City of Pekin in connection with any prohibited political activity;
- (c) require any other officer or employee of the City to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

Nothing in this Section prohibits activities that are permissible for a Member to engage in as part of his or her official duties, or activities that are undertaken by a member on a voluntary basis which are not prohibited.

See APPENDIX B for a more detailed outline of prohibited political activities, as required by State law.

10. **Advocacy.** Members may advocate their opinions on policy issues before them for consideration at official meetings of the City.

Members may also represent the official policies or positions of the City Council or its Boards, Committees, or Commissions to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Members must explicitly state that they are speaking in their individual capacity. In all instances in which a Member speaks in his or her individual capacity, the Member may not create or allow the inference that the Member is speaking in his or her official capacity or that they are representing the official view of the Council or the City of Pekin.

While Members have the right to endorse candidates for all elected offices, it is inappropriate to mention or display endorsements during any official City meeting or event.

11. **Gifts and Favors.** Members shall not, by virtue of their public office, take advantage of any services or opportunities for personal gain that are not available to the general public. Members shall refrain from accepting any gifts, favors, or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

See APPENDIX B for a more detailed outline of Gift Ban requirements as required by State law.

12. **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to Members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their political, personal, financial, or other private interests. Confidential information includes information in

the City's possession that the City is either prohibited from disclosing, or is required to refuse to disclose, under the Illinois Freedom of Information Act, or other applicable law. Such information includes, but is not limited to, individual personnel matters, labor relations, litigation, property acquisitions or disposition, or other information that is exempt from public disclosure and is disseminated to Members with the reasonable expectation that it remain confidential.

- (a) No Member shall disclose or release by any means to any member of the public, any confidential information acquired by virtue of the Member's office, in either oral or written form, except when required by law or authorized by Council to do so.
 - (b) If a matter has been properly discussed in closed session, it remains confidential. No Member shall disclose the content of any such matter, or the substance of deliberations, of an executive session meeting, unless the disclosure has been authorized by the Council.
 - (c) Members should not access or attempt to gain access to confidential information in the custody of the City, unless it is necessary in the performance of their duties and not prohibited by Council policy.
13. **Use of Public Resources.** Members shall not use public resources which are not available to the general public, including but not limited to City staff time, equipment, supplies or facilities, for private gain or personal purposes not otherwise authorized by law.
14. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, Members of the City Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission, or other proceeding of the City, nor shall Members of any Board, Committee, or Commission appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
15. **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees, and Commissions to the public decision-making process, Members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which Members should

treat one another, City staff, constituents, and others they come into contact with while representing the City of Pekin.

1. **Members' Conduct with Each Other in Public Meetings**

The individual Members serving on the Council and on various Boards, Committees, and Commissions possess a wide variety of backgrounds, personalities, values, opinions, and goals. This diversity should be a strength, not a weakness. All Members have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

(a) *Honor the role of the chair in maintaining order*

It is the responsibility of the chair to keep the comments of Members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

(b) *Practice civility and decorum in discussions and debate*

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate, however, neither requires nor justifies belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments towards other Members or members of the public.

(c) *Avoid personal comments that could offend other members*

If a Member is personally offended by the remarks of another member, the offended Member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Member to justify or apologize for the language used. The chair will maintain control of this discussion.

(d) *Demonstrate effective problem-solving approaches*

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. **Members' Conduct with the Public in Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

(a) *Be welcoming to speakers and treat them with care and gentleness.*

While questions of clarification may be asked, a Member's primary role during public testimony is to listen.

(b) *Practice active listening*

It is disconcerting to speakers for Members to not look at them when they are speaking. While it is acceptable to look down briefly to review a document or take notes, reading for long durations or gazing about the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger, or boredom.

(c) *Maintain an open mind*

Members of the public deserve an opportunity to influence Members' thinking and views on an issue.

(d) *Ask for clarification, but avoid debate and argument with the public*

Only the chair—not individual Members—can interrupt a speaker during a presentation. However, a Member can ask the chair for permission to ask questions of the speaker, or for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

3. **Members' Conduct with City staff**

Governance of a City relies on the cooperative efforts of elected officials who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) *Treat all staff as professionals*

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) *Interference is Prohibited*

Under the managerial (city manager) form of government, the power of the city council is purely legislative, except that it is empowered to approve all expenses and liabilities of the municipality. Except for the purpose of seeking information or advice, the Council and its members shall deal with the administrative offices and services of the city solely through the City Manager. Members should refrain from interference activities that include, but are not limited to, the following:

- 1) Giving orders to any subordinate of the City Manager, either publicly or privately, except to request a legal opinion pursuant to Section 2-4-3-3(a) of the City Code.
- 2) Requesting the appointment of any person to, or his removal from office by the City Manager or any of his subordinates in the administrative service of the City.
- 3) Making contact outside of the normal chain of command. Council members may contact the City Manager or a Department Head if they need information

concerning a topic or issue. When contacting a Department Head directly, the Council Member shall inform the City Manager of the communication, either through a telephone call, text or email communication. If an appointed board, committee or commission member seeks information, they should contact the City Manager or the staff member generally assigned to their meetings.

- 4) Attempting to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits.
- 5) Requesting documentation from the City to seek personal information (e.g. home address) about employees.
- 6) Attending staff meetings unless requested by staff.
- 7) Appearing unannounced or uninvited to city facilities or offices or otherwise interrupting staff while they are engaged in the performance of their job duties.
- 8) Going to the site of any city construction project, building inspection, zoning code, or code enforcement action or otherwise interfering or intervening in a city construction project, building inspection or zoning / code enforcement action.
- 9) Otherwise disrupting or causing an atmosphere of partiality and intimidation – even if the elected or appointed official does not say anything, his or her mere presence may imply partiality to a third party that staff is interacting with, or in other cases, may generally intimidate and hamper staff's ability from carrying out their duties in an objective manner.

Nothing in this section shall prevent the City Manager from seeking the advice of the City Council or input from individual Members on any administrative matter.

(c) *Never publicly criticize an individual employee*

Members should never express concerns about the performance of a past or present city employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

(d) *Do not solicit political support from staff*

Members should not solicit any type of political support, including but not limited to financial contributions, display of posters or lawn signs, and signing support lists, from City staff. As private citizens, City staff may support political candidates, but such activities may not be performed while the staff member is at the workplace or is engaged in activity outside the workplace that nonetheless falls within the scope of the staff member's employment with the City.

(e) *No Attorney-Client Relationship*

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual Members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

4. **Council Conduct with Boards, Committees, Commissions, or other Governmental Bodies**

The City has established several Boards, Committees, and Commissions as a means of gathering community input. Citizens who serve on Boards, Committees, and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

(a) *If attending a Board, Committee or Commission meeting, be careful to only express personal opinions*

Council Members may attend any Board, Committee, or Commission meeting, which are always open to any member of the public. However, Council Members should be sensitive to the way their participation—especially if it is on behalf of an individual, business, or developer—could be viewed as evidence of bias or partiality. Any public comments made by a Councilmember during a Board, Committee, or Commission meeting should include a preface or other timely clarification that the Council Member is speaking in his or her individual capacity and that the Council Member does not speak for, and his or her comments are not a representation or reflection of, the thoughts, feelings, or beliefs of the City Council.

(b) *Limit contact with Board, Committee, and Commission Members to questions of clarification*

It is inappropriate for a Council Member to contact a Board, Committee, or Commission Member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Council Members to contact Board, Committee, or Commission Members in order to clarify a position taken by the Board, Committee or Commission.

(c) *Respect that Boards, Committees, and Commissions serve the community, not individual Councilmembers*

The City Council appoints individuals to serve on Boards, Committees, and Commissions, and it is the responsibility of Boards, Committees, and Commissions to follow policy established by the Council.

Appointment and re-appointment to a Board, Committee, or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee, or

Commission appointment should not be used as a political “reward.”

Board, Committee, and Commission Members do not report to individual Council Members.

Individual Council Members have neither the right nor the power to cause the removal of a Board, Committee, or Commission Member. In no event should any Council Member threaten any Board, Committee, or Commission Member with removal if they disagree about an issue.

(d) *Be respectful of diverse opinions*

A primary role of Boards, Committees, and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Though in some instances a Council Member may have a closer working relationship with some individuals serving on Boards, Committees, and Commissions, all Council Members must nonetheless remain fair and respectful of all citizens serving on Boards, Committees, and Commissions.

(e) *Conduct With Other Public or External Agencies*

If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member shall clearly state whether the statement reflects (1) the Member’s personal opinion or (2) the City’s official stance.

(f) *Keep political support away from public forums*

Board, Committee, and Commission Members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, Council Members may support Board, Committee, and Commission Members who are running for office, but not in an official forum in their capacity as a Council Member.

5. **Sexual Harassment**

All elected officials and members of any board, commission, or committee of the City of Pekin are prohibited from sexually harassing any person, regardless of any employment relationship with the City or lack thereof. Any person who believes they have been subject to or witnessed sexual harassment by any Council, Board, Committee, or Commission Member may report the incident to the Mayor (or Mayor Pro Tem if the incident involves the Mayor) or to the chair or president of the applicable board, commission, or committee.

C. COMPLIANCE, ENFORCEMENT & SANCTIONS

Any Member found to have violated or attempted to have violated this Code of Ethics and Conduct shall be subject to the following disciplinary sanctions.

Acknowledgement of Code of Ethics and Conduct. All Members shall be required to sign a written acknowledgment stating that they have read and understand this Code of Ethics

and Conduct.

Any Council Member who fails to sign such a written acknowledgment shall be disqualified from eligibility for placement on intergovernmental assignments or Council Committee assignments. Such disqualification shall remain in effect until such time as the Council Member signs a written acknowledgment.

Any Board, Committee, or Commission Member who fails to sign such a written acknowledgement shall be disqualified from eligibility for any appointed position. Such disqualification shall remain in effect until such time as the Board, Committee, or Commission Member signs a written acknowledgment.

(a) *Training for Local Officials*

Any Member who is not in current compliance with any State or City mandated ethics, Open Meetings Act, or sexual harassment training shall be disqualified from eligibility for placement on intergovernmental assignments or Council committees, boards, or commissions and may be subject to sanctions.

(b) *Behavior and Conduct*

This Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Pekin City Council, Boards, Committees, and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The Mayor, the Council, and chairs of any Boards, Committees, and Commissions have the additional responsibility to intervene when they know that a Member's actions violate or appear to violate one or more of the provisions of this Code of Ethics and Conduct are brought to their attention.

For Council Members:

Council Members who engage in willful and repeated violations of this Code or who violate any of the provisions of Chapter 2, Article VIII of the Pekin City Code may be subject to (1) reprimand; (2) formal censure by the City Council; (3) loss of seniority; (4) ineligibility for placement for committee assignments (both within the City of Pekin and with intergovernmental agencies); or (5) loss of other privileges afforded by the Council.

Individual Council Members should point out to the offending Councilmember the perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Mayor Pro Tem. It is the responsibility of the Mayor (or Mayor Pro Tem) to initiate action if a Council Member's behavior may warrant sanction. The Mayor may ask the City Manager and City Attorney to investigate the allegation and report the finding to the Mayor. It is the Mayor's responsibility to determine the next appropriate action. These actions may include, but are not

limited to, discussing and counseling the individual on the violations, or recommending sanction to the full Council at a public meeting. In the event of allegations against the Mayor himself, a Mayor Pro Tem shall act in a capacity of the Mayor for purposes of investigation and recommendation with respect to said action. If no action is taken by the Mayor (or Mayor Pro Tem), then the alleged violation(s) can be brought up with the full Council by any council member.

Any Council Member or Board, Committee, or Commission Member who refuses to participate, cooperate, or otherwise obstructs an investigation of an alleged or perceived violation of this Code shall be subject to discipline of the same like, kind, and manner as the Council Member or Board, Committee, or Commission Member under investigation.

For Board, Committee, and Commission Members:

Counseling, verbal reprimands, and written warnings may be administered by the Mayor to Board, Committee, and Commission Members failing to comply with City policy or Chapter 2, Article VIII of the Pekin City Code. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board, Committee, and Commission Members whose conduct does not comply with the City's policies, up to and including removal. Any form of discipline imposed by the City Council upon a Board, Committee, or Commission member shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a report to Council with supporting documentation.

The Mayor at his or her discretion, or the City Council by majority vote of a quorum present, shall have the power to initiate an investigation of any Board, Committee, or Commission member. Investigations may be conducted by the City Manager or City Attorney, or both. In the event the City Manager or City Attorney has reason to believe an investigation is warranted, the City Manager or City Attorney, as the case may be, shall confer with the Mayor or City Council, who may then at their sole discretion refer the matter for investigation.

D. CONCLUSION

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council and applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a written

acknowledgment (see section E) stating that they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated as necessary.

E. AFFIRMATION & ACKNOWLEDGEMENT

I have received a copy of the City of Pekin Code of Ethics and Conduct for Councilmembers and Members of Boards, Committees and Commissions.

I have read and been informed about the content, requirements, and expectations of this document and agree to abide by its guidelines.

Signature: _____

Printed Name: _____

Date: _____

**REQUEST FOR COUNCIL ACTION**

Agenda Date: May 22, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Discussion of TIF Applications

REQUIRED SIGNATURES

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

City Manager:
Date:

FY 2023-2024 TIF/BDD FUNDING APPLICATIONS PRELIMINARY SCORING SHEET																	
Name	Address	Scope of Work	Business/Use	Addresses Exterior or Structural Issues of Building	Total Project Cost	TIF Request	% of Total Project Cost	% Funded by City	Blighted Conditions	New Sales Tax Generation	New Jobs	New Business	Received Funding in Past 3 years	Benefits to Local Residents	Draws People into the City	Applicant Track Record	Total Score
								1 to 5	0 to 15	0 to 20	0 to 20	0 to 5	0 to 5	1 to 10	0 to 15	1 to 5	100 possible
Leman Property Management	Market Square 2101 Court St.	Re-pave parking lot at Market Square	Strip Mall	No	\$475,000	\$30,000	6%	10	8	0	0	0	5	6	7	5	41
The Kounty Nook	212 N Capitol St.	Improvements to Building	Retail	No	\$180,000	\$30,000	17%	10	5	5	0	0	0	1	2	1	24
BMD, and LLC	1512 N 8th St.	New windows, A.C. Units, Canopy Soffit, Roof Repair	Strip Mall	Yes	\$54,419	\$30,000	55%	6	5	5	5	0	0	5	0	1	27
Go Vino Bar & Grill	1303 N 8th St.	Modify existing gas station to add bar, grill, and video gaming facility	Gaming Facility	Yes	\$665,401	\$30,000	5%	10	12	5	5	5	5	1	0	1	44
Fletcher's Hitting Center	1315 Derby St.	Project already complete. Asking for reimbursement	Sports Facility	Yes	\$360,000	\$18,750	5%	8	5	0	0	0	5	7	7	4	36
Bravo Property of Illinois LLC	Cooper St. Apts 224 Cooper St.	N/A - Not in a TIF, so not a TIF eligible project	Apartment Complex	Yes	\$256,243	\$30,000	Not in the TIF; not an eligible project.										
Turner Door	710 N 5th St / 504 Charlotte	Replace windows, paint, sign, fence, roof repairs	Contractor Shop	Yes	\$24,100	\$24,100	100%	2	12	5	5	0	5	2	0	2	33
Elks Lodge	320 Derby	Interior Renovations	Non-profit lodge	No	\$38,000	\$30,000	79%	4	0	0	0	0	5	1	2	3	15
Moose Lodge	2605 Broadway	Asphalt parking lot surface + roof repairs	Non-profit lodge	Yes	\$165,315	\$30,000	Recommend coming back next funding cycle after TIF is created.										
Alexanders Tax Service	901 Broadway	Bringing building up to code	Tax Service	No	\$96,000	\$30,000	31%	8	0	0	5	0	5	5	0	2	25
SPWT LLC	200 Block Court Parking Lot	Replace parking lot with new concrete parking lot, planters along Margaret street, drainage improvements, ect.	Restaurant Parking Lot	Yes	\$244,000	\$194,000	80%	4	15	5	0	0	5	7	7	5	48
Terri & Baylee Gambetti	437 Court Street	Add residential units to upstairs, replace roof, replace HVAC, address foundation & structural issues, renovate main floor	Art Studio, residential living	Yes	\$303,000	\$75,000	25%	8	15	5	5	5	5	6	7	5	61
Sud Family Limited Partnership	Sud Building on Margaret St.	Not shown	Commercial	No			Recommend Providing more info & work with city directly										

Attachment: TIF Project Scoring Table - by EDAC 5-9-23 (3519 : Discussion of TIF Applications)



ECONOMIC DEVELOPMENT CONSULTING & LAW

received
~~4-23~~ 3-03-23
 BSM

TAX INCREMENT FINANCING (TIF) DISTRICT

APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 et. seq.), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: Alexanders Tax Service LLC Date: 03-02-2023

Business type: ☐ Sole Proprietorship; ☐ Partnership; ☒ Corporation (State of Charter: ILLINOIS);
☐ Other (please describe): _____

Developer's Contact Information:

Name CLAUDE A NATTIER Title MNG MEMBER

Address 1607 1/2 Charlotte St

City PEKIN State ILL Zip 61554

Daytime Phone 309-347-2154 Mobile 608-339-1670

Fax 309-347-2185 email ATSPEKIN@GMAIL.COM

PART II: PROJECT INFORMATION

TIF District Name Pekin Court Street TIF Bdd City PEKIN

Project Name Tax Solutions Office

Anticipated Start Date March 8, 2023 Anticipated Completion Date July 1, 2023

Project Description Purchase of 901 Broadway as Tax Solutions office moving from 1607 1/2 Charlotte due to city zoning requirements. 50 year law office needs code updates for relocating Pekin tax firm in business since 1949 and having to relocate. Location is in TIF district and City Inspection indicates much needed code updates, OS1 fence required and sidewalk and external circumstances.

RECEIVED MAR 03 2023

Alexanders Tax Service, LLC

1607 ½ Charlotte Street

Pekin, IL 61554

(309) 347-2154 - Phone

(309) 347-2195 - Fax

AlexandersTaxService@gmail.com

March 3, 2023

To All Whom It Would Concern:

RE: TIF District Project

Thank you for your consideration of my relocating by City Code from current location and allowing assistance to occupy what was an attorney office in a former R4 district and getting rezoned to OS1.

The overall relocation will not be easy and bringing the location up to all code requirements is more than I had expected due to recent code update changes. It had been occupied by a former city attorney for 40+ years and briefly as another small business.

I appreciate in advance assistance to maintain and continue to grow and serve the Pekin area with our professional services for years to come. The financial assistance will make the leap of faith to continue in Pekin and upgrade the TIF district more palatable.

Best Regards,

 EA

Claude A Nattier

Attachment: Alexander's TIF App (3519 : Discussion of TIF Applications)

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 901 Broadway, Pekin, Illinois 61554

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-04-35-370-005
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: to acquire March 8, 2023
2. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ 96,000 *(Land and Real Estate Improvements Only)*

Total Number of Jobs Created: 4

Number of Jobs FTE (full-time equivalent): 4

Current annual retail sales (if applicable - commercial projects only) \$ _____

Projected (new) annual retail sales generated by this project \$ _____

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:	<i>Phase I:</i>	<i>Phase II:</i>
1. Land and buildings (acquisition costs)	\$ <u>50,000</u>	\$ _____
2. Site preparation, clearing and grading	\$ <u>0</u>	\$ _____
3. Demolition	\$ <u>0</u>	\$ _____
 Professional Fees:		
1. Planning, engineering, architectural	\$ <u>1,500</u>	\$ _____
2. Legal	\$ <u>2,000</u>	\$ _____
3. Accounting/financial	\$ <u>0</u>	\$ _____
4. Marketing (land only)	\$ <u>0</u>	\$ _____
5. Other professional fees	\$ <u>2,500</u>	\$ _____
Job training and retraining services	\$ <u>0</u>	\$ _____
Rehabilitation or renovation (existing buildings)	\$ <u>30,000</u>	\$ _____
Public infrastructure improvements	\$ <u>10,000</u>	\$ _____
(Water, sewer, drainage, sidewalks, curb, etc.)		
Utilities extension	\$ <u>0</u>	\$ _____
 Interest Buy-Down:		
Principal \$ <u>0</u> @ <u>0</u> % per annum		
for <u>0</u> years = Estimated Interest Expense		
X 30%	\$ <u>0</u>	\$ _____
 Miscellaneous/Other (please specify):		
1. _____	\$ <u>0</u>	\$ _____
2. _____	\$ <u>0</u>	\$ _____
3. _____	\$ <u>0</u>	\$ _____
 TOTAL ESTIMATED ELIGIBLE COSTS	\$ <u>96,000</u>	\$ <u>0</u>

Additional Notes/Comments:

Project required to move tax office from a residential area of operation for 42 years or may leave community.

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS**Municipality**

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

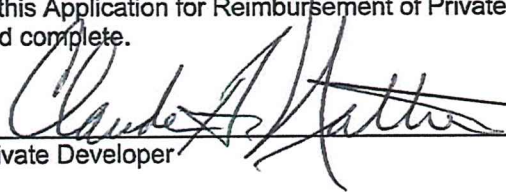
Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

 _____, Individual _____, 03-02-2023
Private Developer _____, Title _____, Date _____

OFFICE USE ONLY:

Date received _____ by _____

JACOB & KLEIN^{LTD}
Attorneys at Law



**THE ECONOMIC
DEVELOPMENT GROUP**^{LTD}
Economic Consultants and Registered Municipal Advisors (SEC, MSRB)

received
4-26-23
JMK

TAX INCREMENT FINANCING (TIF) DISTRICT

APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 et. seq.), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via email to tifillinois@tifillinois.com, fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: BMD, an LLC Date: 4/25/23

Business type: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☒ LLC ☐ Other (please describe): _____ Please
list any other business, subsidiary, parent company, corporation, limited liability company, individual, or
other entity that might incur costs related to this Project: _____

Developer's Contact Information:

Name Phillip Blake Lippi Title owner
Address 1512 N. 8th St.
City Pekin State IL Zip 61554
Daytime Phone (309)346-1241 Mobile (309)267-2582
Fax _____ email phillipb@grics.net

PART II: PROJECT INFORMATION

TIF District Name Court St. TIF/BDD City Pekin, IL
Project Name N. 8th Street Plaza
Anticipated Start Date June 2023 Anticipated Completion Date August 2023

Project Description Improve The N. 8th Street Plaza located at the north entrance of The City of Pekin on Illinois Route 29, known also as North 8th Street. Tenants are awaiting improvements to expand and startup, which translates to more retail sales, employment, and property tax

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 1500-1532 N. 8th Street Pekin, IL 61554

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-04-35-111-012
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: 3/10/2000
2. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
 (Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot			PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)	Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ 54,419.00 (Land and Real Estate Improvements Only)

Total Number of Jobs Created: 25

Number of Jobs FTE (full-time equivalent): 12

Current annual retail sales (if applicable - commercial projects only) \$ 120000

Projected (new) annual retail sales generated by this project \$ 375,000.00

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

*Phase I:**Phase II:*

- | | | |
|---|----------|----------|
| 1. Property Acquisition. | \$ _____ | \$ _____ |
| 2. Site preparation, clearing and grading. | \$ _____ | \$ _____ |
| 3. Demolition. | \$ _____ | \$ _____ |

Professional Fees:

- | | | |
|---|---------------------|----------|
| 1. Planning, engineering, architectural. | \$ _____ | \$ _____ |
| 2. Legal. | \$ _____ | \$ _____ |
| 3. Accounting/financial. | \$ _____ | \$ _____ |
| 4. Marketing (land only). | \$ _____ | \$ _____ |
| 5. Other professional fees. | \$ _____ | \$ _____ |
| Job training and retraining services. | \$ _____ | \$ _____ |
| Rehabilitation or renovation (existing buildings) | \$ <u>54,419.00</u> | \$ _____ |
| Public infrastructure improvements.
(Water, sewer, drainage, sidewalks, curb, etc.) | \$ _____ | \$ _____ |
| Utilities extension. | \$ _____ | \$ _____ |

Interest Buy-Down:

Principal 30,000 @ 6 % per annum
for 5 years = Estimated Interest Expense

\$34,799.00 X 30%	\$ <u>10,439.00</u>	\$ _____
-------------------------	---------------------	----------

Miscellaneous/Other (please specify):

- | | | |
|----------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | \$ _____ | \$ _____ |
| 3. _____ | \$ _____ | \$ _____ |

TOTAL ESTIMATED ELIGIBLE COSTS	\$ <u>64,858.00</u>	\$ <u>0</u>
---	----------------------------	--------------------

Additional Notes/Comments: The 14-store plaza has begun to gain tenants since Covid made the recovery slower after lease end dates. Some past startup tenants have succeeded and bought their own buildings

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS

Municipality

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be economically feasible without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

	Title	Date
Private Developer		
Please mail a signed copy if returning the application via email.		

OFFICE USE ONLY:

Date received _____ by _____



ECONOMIC DEVELOPMENT CONSULTING & LAW

Description of Eligible Project Costs for a Tax Increment Financing District in Illinois

Categories of permissible redevelopment costs included in the Illinois TIF Act:

1. Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan. For example, professional service costs: architectural, engineering, legal, financial, planning; and administrative costs related to implementation of the redevelopment plan. *(Private & Public)*
2. Cost of marketing sites. *(Private & Public)*
3. Property assembly costs. For example, acquisition of land and other property, real or personal, or rights or interests therein; demolition of buildings; and site preparation. *(Private & Public)*
4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings. *(Private & Public)*
5. Costs of construction of public works or improvements. For example, streets, sidewalks, water, sanitary and storm sewer, etc.; and new public buildings (with some limitations). *(Private & Public)*
6. Costs of eliminating or removing contaminants and other impediments such as site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including parking lots and other concrete or asphalt barriers; and the clearing/grading of land. *(Private & Public)*
7. Costs of job training and retraining projects. *(Private & Public)*
8. Financing costs – up to 30% of interest expense. *(Private & Public)*
9. Obligations secured by the special tax allocation fund... may be issued to provide for redevelopment costs. *(Public)*
10. Approved Capital Costs of taxing districts. For example, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district (including the municipality) in furtherance of the objectives of the redevelopment plan and project when approved by the municipality. *(Public)*
11. Relocation costs. *(Private & Public)*
12. Payment in lieu of taxes. *(Public)*
13. Up to 50% of cost of construction of low income and very low income new housing, owner occupied or rental. *(Private)*

**Kelley Construction Contractors, Inc.**

201 N. 8th St.

Pekin, IL 61554

Phone: 309-346-6604

Fax: 309-346-6649

office@KelleyConstructionInc.com

www.KelleyConstructionInc.com

"We Treat You Like Royalty"

License #104.015841

RETAIL CONSTRUCTION AGREEMENT

Home Phone: 309-267-2582

Work Phone: _____

Name: Blake Lippi

Street: 1512 N 8th Street

City: Pekin

State: IL

Zip: 61554

Scope of Work

Kelley Construction will remove foam spray to the best of our ability. Once foam spray is removed we will install epdm seam tape up the wall and onto the current epdm. Then we will install counterflashing in over rubber roofing. Any additional electrical/ anything in the way that may need to be moved will need to be addressed at the time for an additional charge as we are not sure the exact height of the counterflashing until the foam is removed. Remove and replace soffit and fascia. Any additional framing that needs to be replaced will be addressed at that time for additional charge. The work will be scheduled to start between 6-8 weeks from the time the agreement is signed.

Down Payment-\$12,000

Counterflashing color-_____

TERMS: By signing this agreement the Property Owner authorizes Kelley Construction Contractors, Inc. to perform the work as outlined above for the contract price of \$ \$24,000.00 & Property Owner authorizes Kelley Construction Contractors, Inc., to obtain labor and material in accordance with the specification set out herein and on the reverse side hereof to accomplish the replacement or repair. This price is not to include any items not listed nor does it include any unforeseen existing conditions not discussed prior to acceptance of this proposal. Kelley Construction Contractors, Inc is not responsible for damage to yard, landscaping or driveway caused by material or waste disposal delivery vehicles.

Accepted by Property Owner on Date: _____

By: _____

Project Manager: Taylor Carr

Signature _____

Attachment: BMD TIF App (3519 : Discussion of TIF Applications)

Terms and Conditions

This contract and any agreement made pursuant thereto (the "Agreement") is between Kelley Construction Contractors, Inc. (the "Company") and the customer(s) named herein on the reverse side. This Agreement is subject to all appropriate law, regulations, and ordinances in the State of Illinois and these terms and conditions.

1. This Agreement is composed of this page, the reverse (or front page) side of this page, the Pre-Start Checklist, the Scope of work Attachment if applicable, and all other documents referenced in or incorporated into this Agreement.
2. Each Agreement is subject to approval of our credit department and office without exception. This Agreement and all applicable warranties shall not be assigned except by or with the written permission of the Company.
3. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS AGREEMENT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE OF ONE AND ONE HALF (1 ½) PERCENT PER MONTH (18% PER ANNUM) WITH A MINIMUM CHARGE OF \$2.00 PER MONTH. IF PLACED IN THE HAND OF AN ATTORNEY FOR COLLECTION, YOU SHALL PAY ALL ATTORNEYS FEES, COSTS, AND LEGAL FILING FEES INCURRED.
4. The Company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as it is normally contemplated to be covered by HOMEOWNER'S INSURANCE or BUSINESS RISK INSURANCE, or unless a specified written agreement be made therefore prior to commencement of the work at your residence (the "Project.") During the duration of the Project, your homeowner's insurance will be responsible for any interior damage as long as the Company has taken reasonably appropriate action to protect the roof during the repair/replacement period. The company is not responsible for any mold, fungi, interior damage resulting from mold or fungi, or the abatement of any said items.
5. The quotation on the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage, and any such additional expenses, premiums, or costs shall be added to the amount of the Agreement.
6. Replacement of deteriorated decking, fascia boards, and roof jacks, ventilators, flashing or other materials, unless otherwise STATED IN THIS AGREEMENT, are NOT INCLUDED and will be charged as an extra, on a time and material basis.
7. This Company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company, whether of a similar or dissimilar nature.
8. The Company is not responsible for any damages on or below the roof due to leaks by excessive wind driven rain, ice, or hail during the period of warranty. EXCESSIVE WIND IS 65 M.P.H. THE WARRANTY IS NONTRANSFERRABLE.
9. IF THIS AGREEMENT IS CANCELLED BY THE CUSTOMER LATER THAN 3 DAYS from its execution, customer shall pay to the Company fifteen percent (15%) of the total agreed upon contract price as liquidated damages, not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for said cancellation.
10. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED ON THE PROJECT EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.
11. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS AGREEMENT ARE AGREED TO BE IMMATERIAL, not relied upon by either party, and do not survive the execution of this Agreement. This Agreement may not be amended, modified, or otherwise changed except by a writing executed by the parties. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
12. The Company's maximum liability in the event of any default by it shall be the original cost of labor and materials for the Project which you agree shall be a liquidated sum. You hereby release, indemnify, and hold the Company (including its owners, employees, and agents) harmless from and against all other liabilities, claims, causes of action, damages, losses and expenses (including attorney's fees and costs,) including by not limited to, any property damage or personal injury incurred by your or any other party related to or arising out of the services rendered by the Company on the Project. This indemnification extends to all responsibilities and undertaking as set forth in this Agreement and all warranty exclusions as indicated in this Agreement and in the warranty provided to you by the Company.
13. If there are solar panels on the roof, homeowner agrees to take all necessary steps to remove, protect, and reinstall the same. Under no circumstances will the Company be responsible for damage to them during the Project.
14. The company is not responsible for construction problems associated with your home. If pointed out to the Company, we will attempt to assist you on correcting them on a time and material basis.
15. The Company is not responsible for any damages related to leaks from skylights unless the Company completed the skylight replacement as part of the Project.
16. The terms and duration of any express warranty shall be limited to five years for roof replacement, one year for siding, one year on gutter repairs and one year on any other repairs including interior work.
17. Payments are to be made: Half down payment AND Customer agrees to our percentage of completion billing policy. Company reserves the right to bill proportionately based on percentage of work complete. Customer understands that the company may issue a stop work order if requested progress payment is not received.
18. Pay per Trade Policy: Customer agrees to pay in full at the completion of each trade on the project. Company reserves the right to collect payment in full per trade prior to beginning on the next trade.
19. Company Retainage Policy: Customer agrees to pay in full at the time of completion of each contract. The maximum allowable retainage for any punch-out will be 5% of original contract price.
20. The Company's failure to enforce any right under this Agreement shall not be construed as a waiver of any subsequent right to enforce the same or any other right, term or condition.
21. You, the consumer, may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation.
22. Customer agrees that the amount of the contract price for work or services is also the amount that the value of the Customer's real property has been improved to the extent such work has been completed or services provided.
23. Customer agrees that if full payment is not made for all work that has been performed that the company shall have all rights under law to impose, record and enforce a mechanic's lien against the customer's real property. Customer shall to the extent of work was performed or materials or services were provided not contest the lien, notice therefore, the amount thereof or its enforceability.
24. Any deviation from this Scope of work as we know it today is null and void unless an agreed upon change order has been signed by both parties.

Signature

Date

OTHER COSTS: Payment shall be due upon presentation of invoice. Any balance remaining unpaid 30 days from the date of invoice shall accrue interest from date of invoice at the rate of 1.5% per month until paid. Should Kelley Construction Contractors, Inc. be required to initiate legal proceedings to collect amount due, Kelley Construction Contractors, Inc. shall be entitled to recover its costs and reasonable attorney fees. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITATION OF REMEDY: KELLEY CONSTRUCTION CONTRACTORS, INC. DISCLAIMS, AND CUSTOMER WAIVES AND RELEASES KELLEY CONSTRUCTION CONTRACTORS, INC. FROM ANY AND ALL CLAIMS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING UNDER OR BY REASON OF THIS AGREEMENT OR THE WORK PROVIDED BY KELLEY CONSTRUCTION CONTRACTORS, INC.. THE LIABILITY OF KELLEY CONSTRUCTION CONTRACTORS, INC. FOR ANY LOSS BEING LIMITED SOLELY TO THE AMOUNT OF THE CHARGES KELLEY CONSTRUCTION CONTRACTORS, INC. FOR WORK UNDER THE TERMS OF THIS AGREEMENT. ENTIRE AGREEMENT, JURISDICTION AND WAIVER OF JURY TRIAL: This agreement contains all the terms and conditions between the parties and may be varied or amended only by an instrument in writing signed by all parties. In the event of any dispute concerning the terms of this agreement or the failure of CUSTOMER to pay for the Work, CUSTOMER consents to jurisdiction of the courts of Tazewell County, Illinois for the resolution of such dispute. CUSTOMER waives his or her right to a jury trial. I have read and understand the information above and have initialed the boxes and have received a copy for my records.

Signature

Date

Kelley Construction
Contractors, Inc.
Driveway /Satellite Waiver

Date: _____

Delivery Address: Blake Lippi

1512 N 8th Street

Pekin IL 61554

Kelley Construction has been selected to supply remodel/renovation services to the above listed property. Due to the size and weight of our vehicles, delivery vehicles, material supply vehicles, and the unknown of the condition or strength of the surfaces off of the public right-of-way, Kelley Construction and/or all delivery drivers are not allowed to leave the right-of-way unless directed by the property owner, and with the permission of, and at risk of the property owner.

Therefore, Kelley Construction will not be responsible for damages if any trucks must go past the curb. This includes, but is not limited to curbs, driveways, sidewalks, lawns, irrigation systems, utilities, or landscaping.

Kelley Construction Contractors is not responsible for Satellite alignment after removal for roof replacement. You the homeowner must call your provider to have the Satellite reset.

Signature of acknowledgment:

Date



Kelley Construction Contractors, Inc.

201 N. 8th St.
 Pekin, IL 61554
 Phone: 309-346-6604
 Fax: 309-346-6649
 office@KelleyConstructionInc.com
 www.KelleyConstructionInc.com
 "We Treat You Like Royalty"
 License #104.015841

Notice of Cancellation

- You, the consumer, may notify us, the contractor, of your wish to cancel any contract at any time prior to midnight of the 3rd business day after the date you sign your contract. The contractor cannot deprive you of this right by initiating work, selling your contract to a lender, or any other tactic.
- Your notification of cancellation should include your first and last name, the contract date, the contract price, project manager's name, and a brief explanation of your reasons for terminating the contract for quality control.
- Your options for notification include:
 - Written email notification- send an email directly to your project manager or to office@kelleyconstructioninc.com.
 - Written mailed notification- send an written notice of cancellation to our office at:

Kelley Construction
 Attn: Cancellation Notice
 201 N 8th St.
 Pekin, IL 61554

Make sure your notification is postmarked within the 3 business day time line notated above. Please call us with any questions or concerns at (309)346-6604.

By signing the Terms and Conditions of the Construction Agreement, you are acknowledging that you have been informed of and understand your rights to the termination of any contracts with the contractor and agree to follow the options for notification as outlined for you.

Attachment: BMD TIF App (3519 : Discussion of TIF Applications)

BAER GLASS INC.2416 W. FARMINGTON ROAD
WEST PEORIA IL 61604**Phone # 309-674-4733 Fax # 309-674-0946**

MON TUE WED THUR FRI

4/19/2022

*Commercial: Storefront, Doors, Glass, Hardware, Hinges & Prots, Tempered & Laminated Glass**Repair Service, Casers, Insulating Glass, New and Remodel, Plate Glass, Polycarbonate**Residential: Window Repair of All Types, Furniture Tops, Plexiglas, Laminated Glass, Low E Glass**Shower Enclosures- Framed & Frameless, Custom, Heavy Glass, Mirrors of All Types*

Quoted ..

Blake Lippi
Pekin IL

Deliver To :

1500 N 8th St
Pekin, IL 61554

Attention

Phone

309-267-2582

Fax

Bid # 31028

Proposal

Quote to furnish and install glass into wooden windows made by others;

* 36 pieces @ 72 x 26 x 1/4" Clear Laminated Safety Glass

* Installed into wooden frames made by others using wood stops supplied by others.

* This proposal is to furnish and install the above glass into new wood frames. We will need to measure after the wood frames are made and then bring the glass out to be installed

Lead time is about 5 weeks right now. We would need to schedule this and get it on the schedule soon so we don't hold you up. Let us know.

We propose to furnish materials and labor complete and in accordance with the above specifications for the sum of: \$9,072.34

A signature is acceptance of this proposal unless other arrangements have been made. The above price, specifications, and conditions are accepted and Baer Glass, Inc is authorized to do the above said work.

Payment is as follows; half down before materials can be ordered and the remainder will be paid upon completion. Proposal valid for 30 days from date in upper right corner.

*** ATTENTION; ADDITION OF FILM TO INSULATING GLASS VOIDS OUR GUARANTEE ***

Signature _____

Date _____

List of Projects

Project	Benefit	Total Cost
Install new furnaces and a.c. units	Bring up to code the hvac on 3 buildings; create spaces ready to lease. We want to stabilize this property and bring the value 3.75 X the current.	\$21,470
Recover and counterflash canopy roof	Prevent leaking and damage to canopy soffit while creating a crisp, visible line for traffic to see beautifying this element of the city's entrance	\$24,000
Replace energy losing jalousie windows	Create showroom with 5, 12 foot wide openings into which a solid tenant would like to expand	\$9,072
	total	\$54,542



Heating & Air Conditioning, Inc.

3316 Sheridan Rd.
Pekin, IL 61554
(309) 346-8392

9.1.c

Estimate

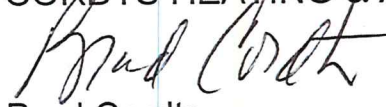
Date	Estimate #
4/19/2023	3709

Blake Lippi
1512 N. 8th St
Pekin, IL 61554

Project
1510 N. 8th St

Description	Total
Reclaim freon from air conditioning system Remove existing furnace and air conditioner Supply and Install: YORK 80,000 BTU, Natural Gas Furnace(80%) YORK 2.5 Ton Air Conditioning System (13 SEER) Copper Tubing Connect to existing duct, electrical, gas, and vent City Permit Included **Crane Services Not Included TOTAL AMOUNT OF PROPOSED PROJECT ~WARRANTY: Twenty Years for Heat Exchanger Ten Years for Compressor Ten Years for Parts One Year for Labor ~TERMS: Total Amount Due Upon Completion of Project ~NOTE: Estimate Good for 45 Days	8,305.00

CORDTS HEATING & AIR CONDITIONING, INC.


Brad Cordts

Attachment: BMD TIF App (3519 : Discussion of TIF Applications)



3316 Sheridan Rd.
Pekin, IL 61554
(309) 346-8392

9.1.c

Estimate

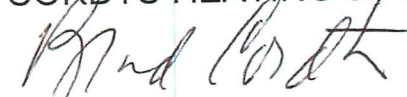
Date	Estimate #
4/19/2023	3708

Blake Lippi
1512 N. 8th St
Pekin, IL 61554

Project
1508 N 8th St

Description	Total
Reclaim freon from air conditioning system Remove existing furnace and air conditioner Supply and Install: YORK 80,000 BTU, Natural Gas Furnace(80%) YORK 2.5 Ton Air Conditioning System (13 SEER) Copper Tubing Connect to existing duct, electrical, gas, and vent Condensate Pump and Tubing City Permit Included **Crane Services Not Included **High Voltage from Electrical Box to Condensing Unit Not Included TOTAL AMOUNT OF PROPOSED PROJECT ~WARRANTY: Twenty Years for Heat Exchanger Ten Years for Compressor Ten Years for Parts One Year for Labor ~TERMS: Total Amount Due Upon Completion of Project ~NOTE: Estimate Good for 45 Days	8,210.00

CORDTS HEATING & AIR CONDITIONING, INC


Brad Cordts

Attachment: BMD TIF App (3519 : Discussion of TIF Applications)



3316 Sheridan Rd.
Pekin, IL 61554
(309) 346-8392

Blake Lippi
1512 N. 8th St
Pekin, IL 61554

9.1.c

Estimate

Date	Estimate #
4/19/2023	2929

Project	
Kid's Corner AC	
Description	Total
Supply and Install: YORK 3 TON Central Air Conditioning System (13 SEER) Copper lines Hanging Material Necessary electrical, metal and drain Equipment pad City Permit Included ** Crane Services Not Included **High Voltage from Electrical Box to Condensing Unit Not Included TOTAL AMOUNT OF PROPOSED PROJECT ~WARRANTY: Ten Years for Compressor Ten Years for Parts One Year for Labor ~TERMS: Total Amount Due Upon Completion of Project ~NOTE: Estimate Good for 45 Days	4,955.00

CORDTS HEATING & AIR CONDITIONING, INC.

Brad Cordts

Attachment: BMD TIF App (3519 : Discussion of TIF Applications)



532 COURT STREET & 2121 SHERIDAN ROAD
PEKIN, ILLINOIS 61554
309-347-3106
firstpekinsavings.com



April 26, 2023

To Whom it May Concern,

This letter is to verify that our customer, BMC AN LLC, holds an account balance of \$60,351.18 as of 04/26/2023.

Sincerely,

Laura Lohnes

AVP DEPOSIT MANAGER
532 COURT ST
PEKIN IL 61554

309-347-3106

Attachment: BMD TIF App (3519 : Discussion of TIF Applications)

PART IV. DECLARATIONS**Municipality**

received
04-24-2023 NB

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be economically feasible without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.


 Private Developer


 Title

 4/25/23
 Date

Please mail a signed copy if returning the application via email.

OFFICE USE ONLY:

Date received _____ by _____

Exhibit A

Marston, Bruce Q

From: phillip lippi <plippi81@gmail.com>
Sent: Wednesday, April 26, 2023 1:12 PM
To: Marston, Bruce Q
Subject: wet ink signature for TIF/BDD award application

Bruce,

Nathan at the front desk at city hall stamped 'received' and initialed one of the two pages I delivered there today. When I returned to my office I had a color copy and a black and white copy of the 'proof of funds' from my bank. I know you received my wet ink signature on the application, but did you receive the proof of funds letter, too? Now I see Laura, the banker, made a typo for my company's name. It should be BMD, an LLC, not BMC, an LLC. Please let me know if this is important enough to change.

Thank you.

Your's truly,
Phillip Blake Lippi

Attachment: BMD TIF App (3519 : Discussion of TIF Applications)



ECONOMIC DEVELOPMENT CONSULTING & LAW

received
 4/20/23
 BM

TAX INCREMENT FINANCING (TIF) DISTRICT

APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et. seq.*), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: Bravo Property of Illinois, LLC Date: 4/19/2023

Business type: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☒ Other (please describe): LLC

Developer's Contact Information:

Name Brett Bisping Title Owner

Address 208 S 1st Ave

City Morton State IL Zip 61550

Daytime Phone 309-642-4755 Mobile 309-642-4755

Fax - _____ email brett.bisping@exprealty.com

PART II: PROJECT INFORMATION

TIF District Name Business Development District City Pekin

Project Name Cooper St Apartments

Anticipated Start Date 5/22/23 Anticipated Completion Date 8/22/23

Project Description The property consists of two buildings, each containing five 1 bedroom rental units. One of the buildings had a significant fire in 2022, the other building is fully rented. Fire damage has been repaired but building needs a complete remodel. Estimated cost of repairs is \$90,000 - \$100,000. TIF money would allow this building to become usable instead of sitting vacant and deteriorating.

Project is classified as: ☐ Industrial; ☐ Commercial; ☒ Residential

Project Street Address 224 Cooper St Pekin, IL 61554

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-10-03-322-007
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: 5/22/23
2. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)
2023	5	225,000

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ 225,000 (Land and Real Estate Improvements Only)

Total Number of Jobs Created: 0

Number of Jobs FTE (full-time equivalent): 0

Current annual retail sales (if applicable - commercial projects only) \$ _____

Projected (new) annual retail sales generated by this project \$ _____

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

Phase I:

Phase II:

1. Land and buildings (acquisition costs)	\$ <u>122,000</u>	\$ _____
2. Site preparation, clearing and grading	\$ <u>2,500</u>	\$ _____
3. Demolition	\$ <u>2,500</u>	\$ _____

Professional Fees:

1. Planning, engineering, architectural	\$ <u>2,500</u>	\$ _____
2. Legal	\$ <u>2,500</u>	\$ _____
3. Accounting/financial	\$ <u>500</u>	\$ _____
4. Marketing (land only)	\$ <u>0</u>	\$ _____
5. Other professional fees	\$ <u>0</u>	\$ _____
Job training and retraining services	\$ <u>0</u>	\$ _____
Rehabilitation or renovation (existing buildings)	\$ <u>92,500</u>	\$ _____
Public infrastructure improvements	\$ <u>0</u>	\$ _____
(Water, sewer, drainage, sidewalks, curb, etc.)		
Utilities extension	\$ <u>0</u>	\$ _____

Interest Buy-Down:

Principal \$ 150,000 @ 7.75 % per annum
for 15 years = Estimated Interest Expense

X 30% \$ 31,243 \$ _____

Miscellaneous/Other (please specify):

1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____

TOTAL ESTIMATED ELIGIBLE COSTS \$ 256,243 \$ 0

Additional Notes/Comments:

This building is in the middle of two TIF districts, but appears to be in BDD. Property currently under contract. Need the money to be able to afford running new electrical throughout building and new plumbing throughout building. Property under contract for purchase and closing scheduled for 5/22/23. Looking for \$30,000 to help with renovation costs to bring building back into use.

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS**Municipality**

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

	Owner	4/19/2023
Private Developer	Title	Date

OFFICE USE ONLY:

Date received _____ by _____



ECONOMIC DEVELOPMENT CONSULTING & LAW

9.1.e

received
4-12-23
BAM

TAX INCREMENT FINANCING (TIF) DISTRICT

APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 et. seq.), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: Pekin Elks Lodge #1271 Date: 04/12/23

Business type: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☒ Other (please describe): Fraternal

Developer's Contact Information:

Name Don Hild Title Trustee

Address 2408 Potomac Ct

City Pekin State Illinois Zip 61554

Daytime Phone _____ Mobile 309-620-5044

Fax _____ email hild3@itv-3.com

PART II: PROJECT INFORMATION

TIF District Name Derby St City Pekin

Project Name Elk Lodge renovation

Anticipated Start Date ASAP Anticipated Completion Date _____

Project Description Complete the interior of the Lodge meeting room and social quarters. Flooring over concrete of whole building, finish air conditioning installation, drywalling of meeting room and office, and complete the electrical work.

Attachment: Elks Lodge TIF App (3519 : Discussion of TIF Applications)

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 320 Derby St

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-10-03-417-012
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: 2005

2. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ _____ *(Land and Real Estate Improvements Only)*

Total Number of Jobs Created: _____

Number of Jobs FTE (full-time equivalent): _____

Current annual retail sales (if applicable - commercial projects only) \$ _____

Projected (new) annual retail sales generated by this project \$ _____

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

Phase I:

Phase II:

- | | | |
|---|----------|----------|
| 1. Land and buildings (acquisition costs) | \$ _____ | \$ _____ |
| 2. Site preparation, clearing and grading | \$ _____ | \$ _____ |
| 3. Demolition | \$ _____ | \$ _____ |

Professional Fees:

- | | | |
|---|----------|----------|
| 1. Planning, engineering, architectural | \$ _____ | \$ _____ |
| 2. Legal | \$ _____ | \$ _____ |
| 3. Accounting/financial | \$ _____ | \$ _____ |
| 4. Marketing (land only) | \$ _____ | \$ _____ |
| 5. Other professional fees | \$ _____ | \$ _____ |

Job training and retraining services \$ _____

Rehabilitation or renovation (existing buildings) \$ 38,000

Public infrastructure improvements \$ _____
(Water, sewer, drainage, sidewalks, curb, etc.)

Utilities extension \$ _____

Interest Buy-Down:

Principal \$ _____ @ _____% per annum
for _____ years = Estimated Interest Expense

X 30% \$ _____

Miscellaneous/Other (please specify):

- | | | |
|----------------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | \$ _____ | \$ _____ |
| 3. _____ | \$ _____ | \$ _____ |

TOTAL ESTIMATED ELIGIBLE COSTS \$ 38,000 \$ 0

Additional Notes/Comments:

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS

Municipality

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

 _____ Private Developer	_____ Trustee Title	4/12/2023 _____ Date
---	---------------------------	----------------------------

OFFICE USE ONLY:

Date received _____ by _____

Fletcher's Hitting Center

received
4-17-23
BM

April 12, 2023

Mr. Bruce Marston
Interim City Manager
City of Pekin
111 S. Capital St.
Pekin, IL 61554

Dear Mr. Marston,

Enclosed is my Tax Increment Financing (TIF) District Application for TIF Benefits. I am requesting assistance with a roof repair project for **Fletcher's Hitting Center**, 1315 Derby Street in Pekin. I have not received any TIF assistance in the past.

I opened Fletcher's Hitting Center in Pekin in 2016. I purchased the Derby Street building in March 2020, when my previous location at 1113 Broadway was being sold, and I had to find a new location. I chose to keep my business in Pekin, where I grew up, and needed to find a location suitable for multiple batting cages. I purchased 1315 Derby Street for \$130,000 and anticipated some equipment and remodeling expenses to accommodate the batting cages. When I started the remodel, I did not anticipate the many additional expenses that were needed, including complete replacement of the back building roof and repair to the front barrel roof. I did what I could and borrowed funds to complete the remodel to open for business.

Last summer, I learned the barrel roof had a flat area that would need additional repairs including a foam roofing system. This is the project I am asking for assistance from TIF funds. The roof had several leaks, and I applied for TIF assistance at the time, but learned the application period was closed. (Please disregard the previous application I submitted in 2022.) I could not wait to start the project, since the middle roof repair urgently needed fixed before snow. I completed the middle roof repair fall 2022 (Phase I), and waited for TIF assistance to complete the remaining sides (Phase II). Phase II includes the remaining two sections of the roof to be foamed. Due to the nature of the emergency repair needed, I am asking the City of Pekin to consider the funds I paid in Phase I in the 50% match requirement (\$18,750). Proof of the project expenses and payment previously made is attached. The total project is \$42,800.

When evaluating my application, I ask for your serious consideration of the total expenses put into the building in order to keep Fletcher's Hitting Center in Pekin – over \$230,000 in addition to the purchase price of \$130,000.

Fletcher's Hitting Center provides baseball and softball training to boys and girls from age 6 through college age. We have 2 full-time instructors and 5 part-time providing instruction. Around 200 players each week come to receive training from our instructors. In addition, we have a travel team league, Team Ox Wood, which currently includes 8 teams comprised of 88 total players who use the Center for team practices. Our clients include families from Pekin, as well as

Attachment: Fletcher's TIF App (3519 : Discussion of TIF Applications)

multiple cities throughout Central Illinois including: Washington, Bartonville, East Peoria, Peoria, Morton, South Pekin, Manito, Marquette Heights, Havana, Tremont, and more. The families spend money at local restaurants, grocery stores, and retail shops.

I hope you will see this as investing in a family-friendly business which in turn brings families to the Pekin Community. In addition, you will be helping provide support for a business who took a chance on Pekin and chose to relocate to the south side of Pekin.

Thank you for your support.

Sincerely,



Justin Fletcher
Owner Fletcher's Hitting Center
Owner Ox Wood Bat Co

Telephone: 309.696.5323

Encs.

Attachment: Fletcher's TIF App (3519 : Discussion of TIF Applications)



ECONOMIC DEVELOPMENT CONSULTING & LAW

TAX INCREMENT FINANCING (TIF) DISTRICT**APPLICATION FOR TIF BENEFITS RELATING TO
PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS**

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et. seq.*), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: Fletcher's Hitting Center, LLC Date: 03/21/2023

Business type: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☒ Other (please describe): LLC

Developer's Contact Information:

Name Justin Fletcher Title Owner

Address 965 E Madison St

City Morton State IL Zip 61550

Daytime Phone 309.696.5323 Mobile 309.696.5323

Fax _____ email pchsrfletcher@gmail.com

PART II: PROJECT INFORMATION

TIF District Name Central Business District TIF City Pekin, IL

Project Name FHC Roof Repair

Anticipated Start Date 08/01/2022 Anticipated Completion Date 07/31/2023

Project Description Foam and coating roof system on barrel roof to repair leaks. Partial Section 1 completed 08/18/22. Section 2 for \$12,025 and Sec 3 for \$12,025 will be done in 2023, if funds from TIF available. Unfortunately, I have previously spent \$32,600 on roof repairs for the two buildings, but leaks continued on the barrel roof. I borrowed funds to complete the primary section (Section 1) since TIF was not available.

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 1315 Derby St, Pekin, IL 61554

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-10-02-410-011
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: 03/12/2020
2. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ 42,800 (Land and Real Estate Improvements Only)

Total Number of Jobs Created: 7 Contractors

Number of Jobs FTE (full-time equivalent): _____

Current annual retail sales (if applicable - commercial projects only) \$ 13,000

Projected (new) annual retail sales generated by this project \$ 0

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:	<i>Phase I:</i>	<i>Phase II:</i>
1. Land and buildings (acquisition costs)	\$ _____	\$ _____
2. Site preparation, clearing and grading	\$ _____	\$ _____
3. Demolition	\$ _____	\$ _____
Professional Fees:		
1. Planning, engineering, architectural	\$ _____	\$ _____
2. Legal	\$ _____	\$ _____
3. Accounting/financial	\$ _____	\$ _____
4. Marketing (land only)	\$ _____	\$ _____
5. Other professional fees	\$ _____	\$ _____
Job training and retraining services	\$ _____	\$ _____
Rehabilitation or renovation (existing buildings)	\$ 18,750	\$ 24,050
Public infrastructure improvements (Water, sewer, drainage, sidewalks, curb, etc.)	\$ _____	\$ _____
Utilities extension	\$ _____	\$ _____
Interest Buy-Down:		
Principal \$ _____ @ _____ % per annum for _____ years = Estimated Interest Expense		
X 30%	\$ _____	\$ _____
Miscellaneous/Other (please specify):		
1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____
TOTAL ESTIMATED ELIGIBLE COSTS	\$ 18,750	\$ 24,050

Additional Notes/Comments:

I grew up in Pekin and have two business, including OxWood Bat Co, in Pekin. My training facility brings children & families to Pekin from many surrounding communities. I have 2 full-time instructors and 5 part-time. I purchased this property to stay in Pekin and had many unexpected repairs in addition to purchasing for \$130,000 I had to borrow \$231,250 more for repairs/equipment. I need help with funds.

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS**Municipality**

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and The Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

	Owner	3/21/2023
Private Developer	Title	Date

OFFICE USE ONLY:

Date received _____ by _____

PROPOSAL & ACCEPTANCE**TIMIAN INC.**

840 Brenkman Dr.
Pekin, IL 61554-1523
(309)620-7658 Jason

Date	Estimate #
8/18/2022	1133

Name / Address

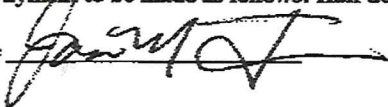
FLETCHER HITTING SCHOOL
JUSTIN FLETCHER
1315 DERBY ST
PEKIN, IL 61554

Terms	Project
-------	---------

We Submit Specifications & Estimates for:	Total
FOAM & COATING ROOFING SYSTEM	
1. CLEAN EXISTING ROOF	
2. SPRAY MINIMUM ONE INCH POLYURETHANE FOAM OVER EXISTING BARREL ROOF	
3. SPRAY ACRYTHANE BASE COATING OVER FOAM @1.9 GALLON PER SQ	
4. SPRAY ACRYTHANE TOP COATING OVER BASE COAT @1.9 GALLON PER SQ (WHITE)	
5. 10 YEAR WARRANTY	
PRICE FOR ENTIRE ROOF *****	42,800.00
PRICE FOR SECTION NUMBER 1- \$18,750.00 PAID 8/1/2022	
PRICE FOR SECTION NUMBER 2- \$12,025.00 1/1/2023 75	
PRICE FOR SECTION NUMBER 3- \$12,025.00 9/1/2023	

All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations from specifications will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our company is fully insured with General liability & workmans compensation. Any and all legal costs concerning recovery of payment will be at owners expense. Payment to be made as follows: Half down to start, balance upon completion.

Authorized Signature



Acceptance of Proposal _____

Total \$42,800.00

Attachment: Fletcher's TIF App (3519 : Discussion of TIF Applications)

TIMIAN INC
840 Brenkman Dr.
Pekin, IL 61554-1523
(309)620-7658 Jason

Invoice

Bill To:

FLETCHER HITTING SCHOOL
JUSTIN FLETCHER
1315 DERBY ST
PEKIN, IL 61554

Invoice #: 563
Invoice Date: 8/25/2022
Due Date: 8/25/2022
Case:
P.O. Number:

Description	Hours/Qty	Rate	Serviced	Amount
POLYURETHANE FOAM ROOFING SYSTEM TO SECTION 50 X 70 TO CREATE POSITIVE DRAINAGE 1. SPRAY MINIMUM ONE INCH OF FOAM 50 FT WIDE BY 70FT LONG FROM FRONT TO BACK OF ROOF 2. SPRAY SECOND PASS OF FOAM 20 FT WIDE BY 70 FT LONG FRONT TO BACK OF ROOF 3. SPRAY THIRD PASS OF FOAM 10 FT WIDE BY 70 FT LONG FRONT TO BACK OF ROOF 4. SPRAY FOURTH PASS OF FOAM 5 FT WIDE BY 70 FT FRONT TO BACK OF ROOF 5. SPRAY ACRYTHANE BASE COAT OVER FOAM @ 1.9 GALLON PER SQ 6. SPRAY ACRYTHANE TOP COAT OVER BASE COAT @1.9 GALLON PER SQ (WHITE)				
PRICE		18,750.00		18,750.00
LESS DEPOSIT CHECK		-10,000.00		-10,000.00

WE APPRECIATE YOUR BUSINESS.

Total \$8,750.00

Payments/Credits \$0.00

Balance Due \$8,750.00

paid Balance

FLETCHER'S HITTING CENTER
JUSTIN FLETCHER
 4 REULING CT
 PEKIN IL 61554

374
 70-8370/2711

7-30-22
 Date

Pay to the Order of Timian Inc. \$ 10,000⁰⁰
Ten thousand & 00/100 Dollars

CEFCU
 P.O. Box 1715, Peoria, IL 61656-1715

For Summer '22 Roof work J. Fletcher MF

⑆271183701⑆ 08 14935662⑆ 0374

FLETCHER'S HITTING CENTER
JUSTIN FLETCHER
 4 REULING CT
 PEKIN IL 61554

377
 70-8370/2711

9/6/2022
 Date

Pay to the Order of Timian Inc. \$ 8750⁰⁰
Eight Thousand Seven Hundred Fifty Dollars Dollars

CEFCU
 P.O. Box 1715, Peoria, IL 61656-1715

For Deck / Roof foam J. Fletcher MF

⑆271183701⑆ 08 14935662⑆ 0377

Category:

Check

Online Description:

Check #374

Statement Description:

CHECK

Date:

8/5/2022

Type:

Debit - Check 374

FLETCHER'S HITTING CENTER
JUSTIN FLETCHER
4 REULING CT
PEKIN IL 61654

374
7043702711

7-30-22

Pay to the Order of Timian Inc \$ 10,000.00 ⁰⁰/₁₀₀

Ten thousand & no/100 Dollars

CEFCU
P.O. Box 1715, Pekin, IL 61654-1715

For Summer '22 Roof work J. Fletcher

⑆27118370⑆ 08 0374

AUG 5 2022



Check #374

Check

- \$10,000.00

Details

Category:

Check

Online Description:

Check #374

Statement Description:

CHECK

Date:

8/5/2022

Type:

Debit - Check 374

080422 0312 057298 10000.00
000546 4865 050548250019 ***8268

For Deposit only

SEP 8 2022



Check #377

Check

- \$8,750.00

Details

Category:

Check

Online Description:

Check #377

Statement Description:

CHECK

Date:

9/8/2022

Type:

Debit - Check 377

FLETCHER'S HITTING CENTER
JUSTIN FLETCHER
4 REULING CT
PEKIN IL 61654

377
7043702711

9/8/2022

Pay to the Order of Timian Inc \$ 8750.00 ⁰⁰/₁₀₀

Eight Thousand Seven Hundred Fifty Dollars Dollars

CEFCU
P.O. Box 1715, Pekin, IL 61654-1715

For Deck/ Roof form J. Fletcher

⑆27118370⑆ 08 0377

SEP 8 2022



Check #377

Check

- \$8,750.00

Details

Category:

Check

Online Description:

Check #377

Statement Description:

CHECK

Date:

9/8/2022

Type:

Debit - Check 377

090722 1148 006037 8750.00
000548 4861 650548651420 ***8268



ECONOMIC DEVELOPMENT CONSULTING & LAW

9.1.g

received
4-26-23

Bgm

TAX INCREMENT FINANCING (TIF) DISTRICT

APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et. seq.*), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: Terri & Baylee Gambetti Date: 4/26/23

Business type: ☒ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☐ Other (please describe): _____

Developer's Contact Information:

Name Terri Gambetti Title Owner/Operator

Address 13 Cape Court

City Pekin State IL Zip 61554

Daytime Phone 309-241-0715 Mobile 309-241-0715

Fax _____ email tsgambetti@aol.com

PART II: PROJECT INFORMATION

TIF District Name Pekin Downtown City Pekin

Project Name 437 Court St

Anticipated Start Date June 2, 2023 Anticipated Completion Date ASAP, June 2, 2024

Project Description See attached, "Project Description"

Attachment: Gambetti TIF App (3519 : Discussion of TIF Applications)

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 437 Court St, Pekin, IL 61554

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-04-35-335-012
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: Closing prior to May 31, 2023
2. Property Identification Number (PIN) NA
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
3. Property Identification Number (PIN) NA
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ 303,000 (Land and Real Estate Improvements Only)

Total Number of Jobs Created: Up to 7

Number of Jobs FTE (full-time equivalent): 5

Current annual retail sales (if applicable - commercial projects only) \$ 0

Projected (new) annual retail sales generated by this project \$ 50,000

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

	<i>Phase I:</i>	<i>Phase II:</i>
1. Land and buildings (acquisition costs)	\$ <u>55,000</u>	\$ <u>0</u>
2. Site preparation, clearing and grading	\$ <u>0</u>	\$ <u>0</u>
3. Demolition	\$ <u>0</u>	\$ <u>0</u>

Professional Fees:

1. Planning, engineering, architectural	\$ <u>0</u>	\$ <u>0</u>
2. Legal	\$ <u>0</u>	\$ <u>0</u>
3. Accounting/financial	\$ <u>0</u>	\$ <u>0</u>
4. Marketing (land only)	\$ <u>0</u>	\$ <u>0</u>
5. Other professional fees	\$ <u>5,000</u>	\$ <u>0</u>
Job training and retraining services	\$ <u>0</u>	\$ <u>0</u>
Rehabilitation or renovation (existing buildings)	\$ <u>150,000</u>	\$ <u>93,000</u>
Public infrastructure improvements	\$ <u>0</u>	\$ <u>0</u>
(Water, sewer, drainage, sidewalks, curb, etc.)		
Utilities extension	\$ <u>0</u>	\$ <u>0</u>

Interest Buy-Down:

Principal \$ _____ @ _____ % per annum
for _____ years = Estimated Interest Expense

X 30% \$ 0 \$ _____

Miscellaneous/Other (please specify):

1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____

TOTAL ESTIMATED ELIGIBLE COSTS \$ 210,000 \$ 93,000

Additional Notes/Comments:

See attached letter directed to Bruce Marston

** Not including
sprinkler system*

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS

Municipality

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

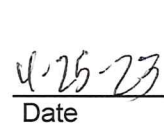
As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.





Private Developer _____ Title _____ Date _____

OFFICE USE ONLY:

Date received _____ by _____

Project Description

This historic building has much potential and is such a staple to visitors entering Pekin, however it has been left empty and unattended for over 10 years. We are aware there will be many obstacles in bringing the building up to today's city code standards. We have estimated that to structurally secure the building, address foundational issues, replace roof, replace HVAC, and renovate the main floor to safe conditions will cost at least \$150,000 in addition to our acquisition cost of \$60,000.

Phase 2 of our project would be restoration of the second floor to produce two residential units. We have estimated this part of the project to cost \$93,000. This does not include the cost to sprinkle the building.

The total amount to purchase, restore, and renovate the building is estimated at \$303,000. We are asking for financial assistance from TIF/BDD for our project in the amount of \$75,000. This is 25% of the amount we expect to spend on this venture.

We have identified numerous opportunities in which we will use this space. I have outgrown Leo's Art Studio at 408 Court and would like to expand by inviting additional art instructors and businesses to offer more cultural and visual art classes. There will be additional square footage for three businesses on the main floor that we anticipate renting to retail operations which would produce sales tax for the city. Phase 2 of this renovation will include converting the upper story to two residential units.

437 Court Street Financials

Acquisition	\$60,000.
-------------	-----------

Phase 1 Main Floor Renovations:

Foundation stabilization	40,000	
Roof	30,000	
HVAC	20,000	
Floor underlayment/beams	13,700	
Floor covering	19,800	
Plumbing upgrade	5,000	
Electrical upgrade	5,000	
Paint	5,000	
Countertops	2,500	
2 bathroom upgrade	6,000	
Door replacements	<u>3,000</u>	
Total Main Floor		\$150,000.

Phase 2 Upper Level Renovations:

Sprinklers	not included	
HVAC	20,000	
Walls	9,000	
Ceiling	13,000	
Flooring	11,000	
2 kitchens	25,000	
2 baths	10,000	
Paint	<u>5,000</u>	
Total Upper Level		<u>\$93,000.</u>

Total Anticipated Expense \$303,000.

April 25, 2023

Dear City Manager Marston,

Thank you for your consideration of financial assistance of our purchase of 437 Court Street. Baylee and I have served on the Pekin Main Street Board for the past 10+ years, both in the Presidential role and other capacities, with a passion to rejuvenate our historic downtown. We feel it is time for us to practice what we preach by revitalizing a historic blighted building, inviting new businesses to open, and introducing second story living to downtown Pekin. All of which will invite more residents and visitors to enjoy Downtown Pekin.

We've been researching the available buildings downtown and have realized that there are few opportunities for lucrative investment, and have focused on those that no one else is going to attempt to bring back to life. Cathy Esponzoza, owner of 437 Court St accepted our offer to purchase this iconic building this week.

We have identified numerous opportunities in which we will use this space. I have outgrown Leo's Art Studio at 408 Court and would like to expand by inviting additional art instructors and businesses to offer more cultural and visual art classes. There will be additional square footage for three businesses on the main floor that we anticipate renting to retail operations which would produce sales tax for the city. Phase 2 of this renovation will include converting the upper story to two residential units.

This historic building has much potential and is such a staple to visitors entering Pekin, however it has been left empty and unattended for over 10 years. We are aware there will be many obstacles in bringing the building up to today's city code standards. We have estimated that to structurally secure the building, address foundational issues, replace roof, replace HVAC, and renovate the main floor to safe conditions will cost at least \$150,000 in addition to our acquisition cost of \$60,000.

Phase 2 of our project would be restoration of the second floor to produce two residential units. We have estimated this part of the project to cost \$93,000. This does not include the cost to sprinkle the building.

Attachment: Gambetti TIF App (3519 : Discussion of TIF Applications)

The total amount to purchase, restore, and renovate the building is estimated at \$303,000. We are asking for financial assistance from TIF/BDD for our project in the amount of \$75,000. This is 25% of the amount we expect to spend on this venture.

Baylee and I both have a proven track record for business and real estate development. I am a retired superintendent of 40 years from Pekin Park District. Upon my retirement I purchased and renovated a downtown building (formerly belonging to my father circa 1937-1980's) which became home to Leo's Art Studio. I was honored with being named Small Business of the year in 2022. Baylee has been a realtor serving Pekin since 2012. In 2021 she purchased and completed an interior and exterior renovation of 2209 Broadway. That building brought two new businesses to town, RE/MAX Traders Unlimited and Allstate Insurance. We are both extremely invested and engaged in the community by serving on many forces for the betterment of Pekin.

We need this financial assistance to proceed with the project. We feel this is a great investment in our downtown that will encourage and attract more business, tourism, and tax revenue. If you are considering denying this due to lack of funding, please contact us to discuss. Your time and consideration is greatly appreciated.

Sincerely,

Terri S. Gambetti and Baylee Gambetti

13 Cape St, Pekin (home)

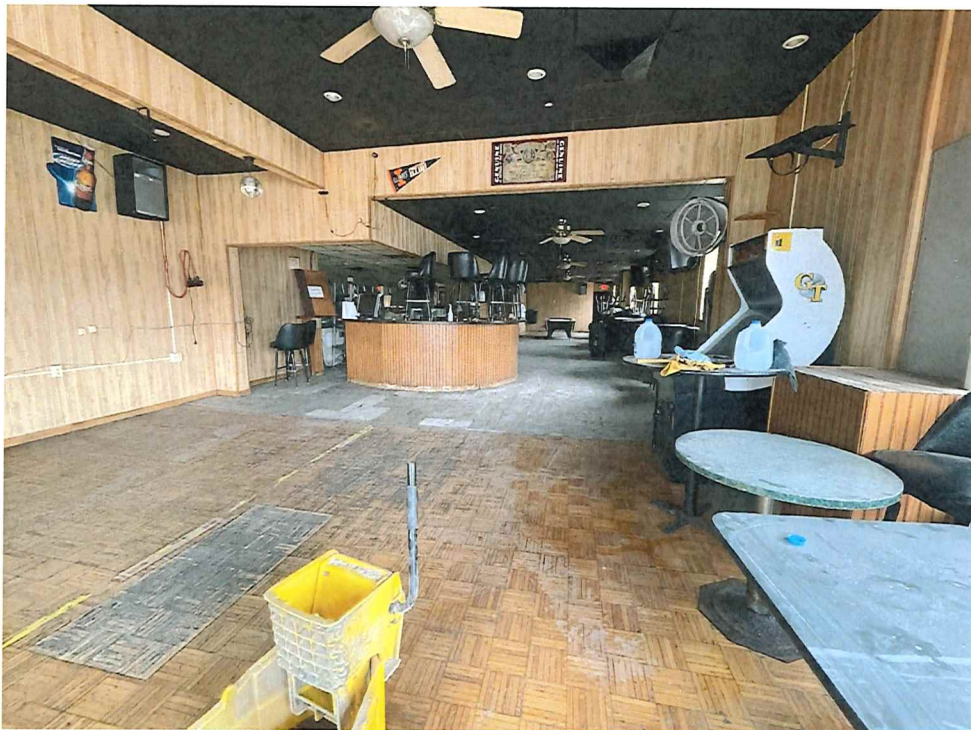
408 Court St, Pekin (business)

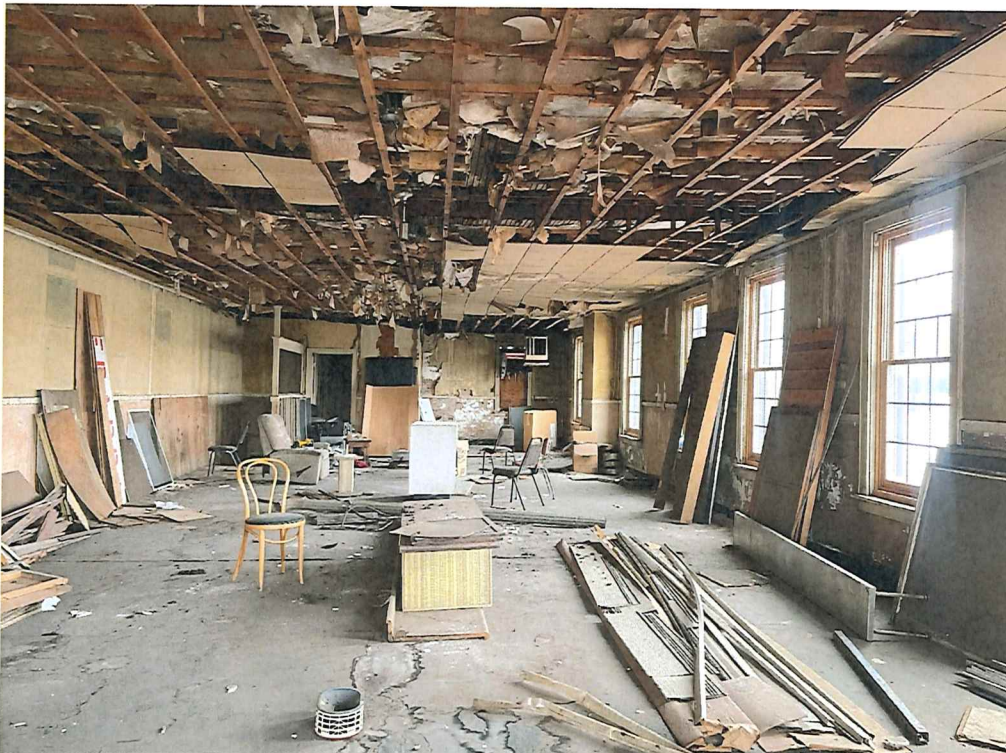
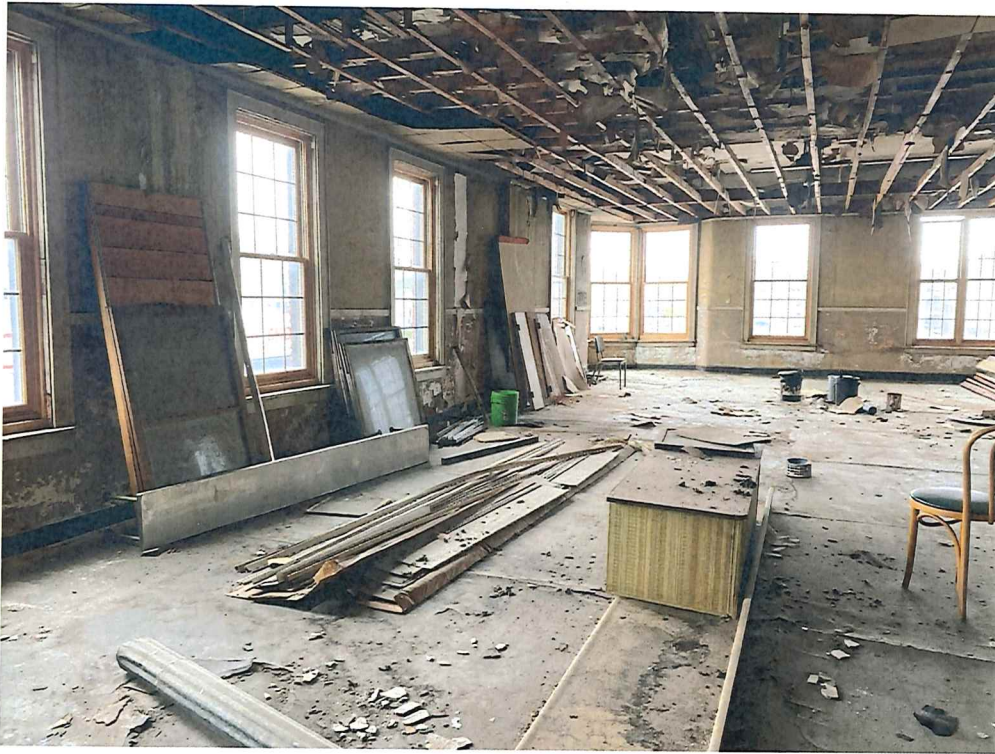
309-241-0715

1516 West Shore Dr, Pekin (home)

2209 Broadway Rd, Pekin (business)

309-241-7700







ECONOMIC DEVELOPMENT CONSULTING & LAW



TAX INCREMENT FINANCING (TIF) DISTRICT

**APPLICATION FOR TIF BENEFITS RELATING TO
PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS**

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 et. seq.), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: GO VINO BARR & GRIFF Date: 03/21/23
 Business type: ☐ Sole Proprietorship; ☐ Partnership; ☒ Corporation (State of Charter: Illinois);
☐ Other (please describe): _____

Developer's Contact Information:

Name Padmavati Patel Title OWNER
 Address 1303 N 8th street
 City Peekin State IL Zip 61554
 Daytime Phone 309-339-4430 Mobile 309-339-4430
 Fax _____ email navin.dodra@gmail.com

PART II: PROJECT INFORMATION

TIF District Name _____ City _____
 Project Name GO VINO BARR & GRIFF
 Anticipated Start Date 04/01/2023 Anticipated Completion Date 06/01/2023
 Project Description _____

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 1303 N 8th street, Pekin, IL 61554

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-04-35-124-007
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: _____
2. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ 6,65,401 (Land and Real Estate Improvements Only)

Total Number of Jobs Created: 6

Number of Jobs FTE (full-time equivalent): 3

Current annual retail sales (if applicable - commercial projects only) \$ N/A

Projected (new) annual retail sales generated by this project \$ N/A

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

	<i>Phase I:</i>	<i>Phase II:</i>
1. Land and buildings (acquisition costs)	\$ <u>1,30,000</u>	\$ _____
2. Site preparation, clearing and grading	\$ <u>17,920</u>	\$ _____
3. Demolition	\$ <u>11,648</u>	\$ _____

Professional Fees:

1. Planning, engineering, architectural	\$ <u>15,433</u>	\$ _____
2. Legal	\$ <u>2,500</u>	\$ _____
3. Accounting/financial	\$ <u>8,000</u>	\$ _____
4. Marketing (land only)	\$ <u>-</u>	\$ _____
5. Other professional fees	\$ <u>-</u>	\$ _____
Job training and retraining services	\$ <u>-</u>	\$ _____
Rehabilitation or renovation (existing buildings)	\$ <u>4,68,900</u>	\$ _____
Public infrastructure improvements (Water, sewer, drainage, sidewalks, curb, etc.)	\$ <u>-</u>	\$ _____
Utilities extension	\$ <u>11,000</u>	\$ _____

Interest Buy-Down:

Principal \$ _____ @ _____ % per annum
for _____ years = Estimated Interest Expense

X 30% \$ _____ \$ _____

Miscellaneous/Other (please specify):

1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____

TOTAL ESTIMATED ELIGIBLE COSTS \$ 6,65,401 \$ 0

Additional Notes/Comments:

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS

Municipality

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

Padmavati Patel, Owner, 04/24/23
Private Developer Title Date

OFFICE USE ONLY:

Date received _____ by _____

2023-2024 TIF Request

212 North Capital

The Kountry Nook

received
04-26-2023
N3

Attention: Interim City Manager

Bruce Marston

111 South Capitol Street

Pekin Illinois

Attachment: Kountry Nook TIF App (3519 : Discussion of TIF Applications)

TIF Board,

Thank you for taking the time to consider our property located on 212 North Capitol (The Kountry Nook) for funding through the TIF program. Funding of this nature would continue to expedite the revitalization, revision, and expansion of the building in a way that is meaningful to my wife Angela Dawson, myself, the City of Pekin, and the community. This investment in our business should have the desired effect of increasing traffic to the location with correlating increases in sales and revenue which will generate more revenue through taxes for the City of Pekin. It should also aid in helping the reimagining of the entire downtown area of Pekin as well.

In 2022 and so far in 2023 we have spent a significant amount of money trying to improve the infrastructure of the business and repair issues with the building as they have presented themselves. The most significant expenditure to this point has been on repairing extensive issues with the brick structure of the building in which we are at about 30 percent completion. We are almost through with the significant process of trying to replace the storefront of the building with new energy efficient windows and a glass front door (completion date sometime in May). We have spent thousands of dollars on computer systems to streamline the purchasing, reporting, and inventory management of the business, which should not only increase revenue but should/will also lead eventually to us adding an online presence, which should further increase revenues to the city. The final step in our 2022-2023 revitalization should culminate with an updating of the interior area of the store upon the completion of the storefront and possibly a new energy efficient AC unit.

Any money that is granted to us through the TIF for 2023-2024 will be used for numerous issues. The first and most important will be the completion of the exterior brick project and then the subsequent painting of the structure. The second will be the beautification of the grounds and parking lot. If there are remaining monies, which is unlikely, they will be spent on roof repairs and/or increasing the energy efficiency of the entire building, whether that be through insulating, reroofing, or adding solar power. Our expenses for the projects looking forward exceed 150 thousand dollars and significantly exceed the 50% investment on our end required for the TIF.

Angela and Myself are extremely appreciative that the City of Pekin saw fit to grant us TIF funding for our vision last year and hope that you consider further funding this year as bringing a building the size of 212 North Capital back to its former glory after decades of neglect is no small financial burden. The area in which the building is located many would consider a blighted area, by repairing this building we hope to give hope to other businesses and the community that this area can truly be redeveloped in a way that is meaningful to the people of Pekin. We are excited about the new changes coming in the Early Summer, which will most likely include a rebranding, a Pekin Chamber of Commerce Membership, and a Grand Re-Opening. In closing, we cannot stress enough how appreciative we are to the City of Pekin for its assistance and investment in our endeavor to bring something different and uniquely Pekin to the community.

Submitted with Gratitude,

Angela and Ian Dawson



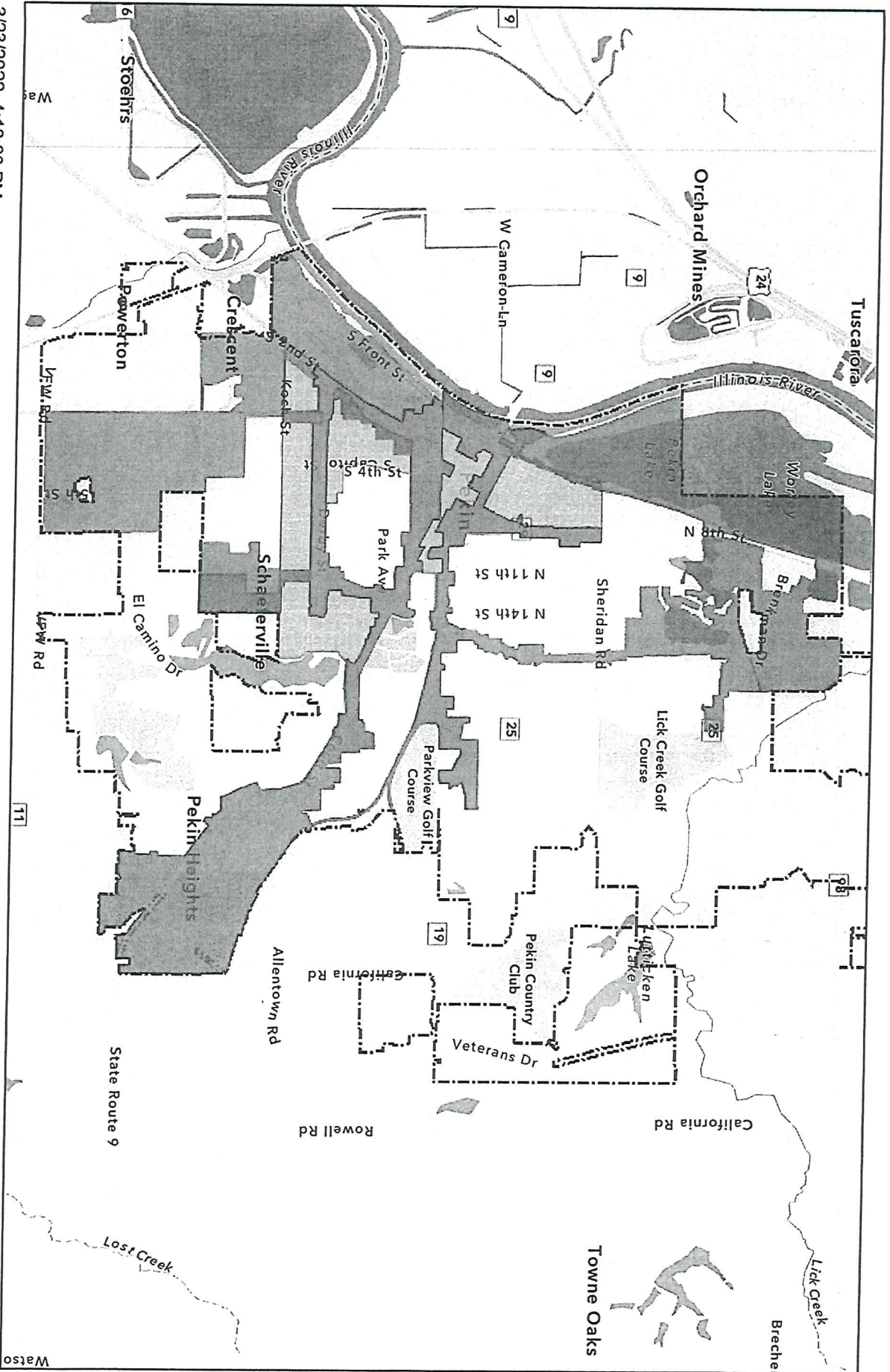
ECONOMIC DEVELOPMENT CONSULTING & LAW

Description of Eligible Project Costs for a Tax Increment Financing District in Illinois

Categories of permissible redevelopment costs included in the Illinois TIF Act:

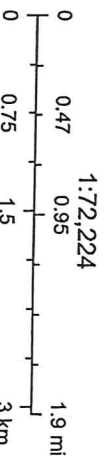
1. Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan. For example, professional service costs: architectural, engineering, legal, financial, planning; and administrative costs related to implementation of the redevelopment plan. *(Private & Public)*
2. Cost of marketing sites. *(Private & Public)*
3. Property assembly costs. For example, acquisition of land and other property, real or personal, or rights or interests therein; demolition of buildings; and site preparation. *(Private & Public)*
4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings. *(Private & Public)*
5. Costs of construction of public works or improvements. For example, streets, sidewalks, water, sanitary and storm sewer, etc.; and new public buildings (with some limitations). *(Private & Public)*
6. Costs of eliminating or removing contaminants and other impediments such as site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including parking lots and other concrete or asphalt barriers; and the clearing/grading of land. *(Private & Public)*
7. Costs of job training and retraining projects. *(Private & Public)*
8. Financing costs – up to 30% of interest expense. *(Private & Public)*
9. Obligations secured by the special tax allocation fund... may be issued to provide for redevelopment costs. *(Public)*
10. Approved Capital Costs of taxing districts. For example, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district (including the municipality) in furtherance of the objectives of the redevelopment plan and project when approved by the municipality. *(Public)*
11. Relocation costs. *(Private & Public)*
12. Payment in lieu of taxes. *(Public)*
13. Up to 50% of cost of construction of low income and very low income new housing, owner occupied or rental. *(Private)*

TIF & BDD BOUNDARY MAP



3/23/2022, 4:18:00 PM

- Court St TIF
- Court Street TIF
- CBD TIF
- CBD TIF
- SIP TIF
- SIP TIF
- Business Development District
- Existing BDD
- Proposed BDD
- Municipal Boundary



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, USDA, Tazewell County contributors, and the GIS User Community



ECONOMIC DEVELOPMENT CONSULTING & LAW

TAX INCREMENT FINANCING (TIF) DISTRICT**APPLICATION FOR TIF BENEFITS RELATING TO
PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS**

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et. seq.*), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: Dawson Property/Kountry Nook Date: 4-26-2023

Business type: ☒ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☐ Other (please describe): _____

Developer's Contact Information:

Name Ian Dawson Title Owner

Address 2009 El Camino Drive

City Pekin State IL Zip 61554

Daytime Phone _____ Mobile 309-267-5394

Fax _____ email dudley_69@hotmail.com

PART II: PROJECT INFORMATION

TIF District Name Court Street TIF City Pekin

Project Name Kountry Nook Phase II

Anticipated Start Date June 1 2023 Anticipated Completion Date April 29-2024

Project Description This project is meant to address the following: 1) Exterior structural and visual issues to include addressing: roof concerns, brick and foundation concerns, building runoff, facelift of the front marquis and shopping window area, door and window repair and replacement throughout 2) Interior upgrades to facilitate expansion of current business or new business by placing unused portions of property in use.

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 212 North Capitol

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-04-34-421-001
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: 1-3-2022

2. Property Identification Number (PIN) 04-04-34-421-013
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: 1-3-2022

3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ 180,000 (Land and Real Estate Improvements Only)

Total Number of Jobs Created: Unknown

Number of Jobs FTE (full-time equivalent): Unknown

Current annual retail sales (if applicable - commercial projects only) \$ 60,000

Projected (new) annual retail sales generated by this project \$ 100,000

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

Phase I:

Phase II:

- | | | |
|---|----------|----------|
| 1. Land and buildings (acquisition costs) | \$ _____ | \$ _____ |
| 2. Site preparation, clearing and grading | \$ _____ | \$ _____ |
| 3. Demolition | \$ _____ | \$ _____ |

Professional Fees:

- | | | |
|---|-------------------|----------|
| 1. Planning, engineering, architectural | \$ _____ | \$ _____ |
| 2. Legal | \$ _____ | \$ _____ |
| 3. Accounting/financial | \$ _____ | \$ _____ |
| 4. Marketing (land only) | \$ _____ | \$ _____ |
| 5. Other professional fees | \$ _____ | \$ _____ |
| Job training and retraining services | \$ _____ | \$ _____ |
| Rehabilitation or renovation (existing buildings) | \$ <u>180,000</u> | \$ _____ |
| Public infrastructure improvements | \$ _____ | \$ _____ |
| (Water, sewer, drainage, sidewalks, curb, etc.) | | |
| Utilities extension | \$ _____ | \$ _____ |

Interest Buy-Down:

Principal \$ _____ @ _____ % per annum
for _____ years = Estimated Interest Expense

X 30% \$ _____ \$ _____

Miscellaneous/Other (please specify):

- | | | |
|----------------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | \$ _____ | \$ _____ |
| 3. _____ | \$ _____ | \$ _____ |

TOTAL ESTIMATED ELIGIBLE COSTS \$ 180,000 \$ 0

Additional Notes/Comments:

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS

Municipality

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

Private Developer

Title

Date

OFFICE USE ONLY:

Date received _____ by _____



ECONOMIC DEVELOPMENT CONSULTING & LAW

Description of Eligible Project Costs for a Tax Increment Financing District in Illinois

Categories of permissible redevelopment costs included in the Illinois TIF Act:

1. Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan. For example, professional service costs: architectural, engineering, legal, financial, planning; and administrative costs related to implementation of the redevelopment plan. *(Private & Public)*
2. Cost of marketing sites. *(Private & Public)*
3. Property assembly costs. For example, acquisition of land and other property, real or personal, or rights or interests therein; demolition of buildings; and site preparation. *(Private & Public)*
4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings. *(Private & Public)*
5. Costs of construction of public works or improvements. For example, streets, sidewalks, water, sanitary and storm sewer, etc.; and new public buildings (with some limitations). *(Private & Public)*
6. Costs of eliminating or removing contaminants and other impediments such as site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including parking lots and other concrete or asphalt barriers; and the clearing/grading of land. *(Private & Public)*
7. Costs of job training and retraining projects. *(Private & Public)*
8. Financing costs – up to 30% of interest expense. *(Private & Public)*
9. Obligations secured by the special tax allocation fund... may be issued to provide for redevelopment costs. *(Public)*
10. Approved Capital Costs of taxing districts. For example, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district (including the municipality) in furtherance of the objectives of the redevelopment plan and project when approved by the municipality. *(Public)*
11. Relocation costs. *(Private & Public)*
12. Payment in lieu of taxes. *(Public)*
13. Up to 50% of cost of construction of low income and very low income new housing, owner occupied or rental. *(Private)*

PART IV: SUPPLEMENTAL DETAILS

1. Are you and your business entity in good standing with the City, State, and Internal Revenue Service?

☒ Yes ☐ No

2. Will the project stop without funding from this incentive program?

☐ Yes ☒ No

3. Should the City be unable to fully fund your request, what is the lowest amount you would consider accepting and still moving forward with the project as described?

\$ Whatever amount deemed appropriate.

4. How much funding have you earmarked or specifically secured for this project such as cash, bank loans, or other funding mechanisms?

\$ 70,000 Cash

5. When do you anticipate beginning and finishing the proposed project?

Begin Date: 6-1-23 End Date: 6-1-24

6. What type of funding are you requesting from the City of Pekin:

☒ Upfront 5-year forgivable loan

☒ Annual reimbursement of a portion of the real estate tax increment created by improvements made to your property (referred to as "pay-as-you-go")

7. How will you provide collateral for any loans provided through this program (check all that apply)?

☐ First Mortgage Lien on Business Property

☒ Second Mortgage Lien on Business Property

☐ Personal / Corporate Guarantee

☐ Lien on Equipment

8. What portion of the total project costs are you requesting that the City provide?

☐ 1% - 15%

☐ 16% - 25%

☐ 26% - 35%

☒ 36% or more

9. How many years has your business been in operation?

- ☐ 0 - 2 years
- ☐ 2 - 5 years
- ☐ 5 - 10 years
- ☒ 10 years or more

10. What is the current geographic status of your business?

- ☐ I am establishing a new business in the City
- ☒ This application is for a business that already exists in the City
- ☐ This application is for a business that plans to relocate to the City

11. How many permanent full time equivalent (FTE) jobs will be created because of this project?

- ☒ 1 to 5
- ☐ 6 to 11
- ☐ 12 to 20
- ☐ 21 or more

12. How much additional annual gross sales tax is anticipated to be generated due to this project?

- ☐ \$0.00
- ☐ \$5,000 or less
- ☐ \$10,000 or less
- ☒ \$10,001 or more

13. What is the nature of your business?

- ☒ Retail
- ☐ Restaurant
- ☐ Office
- ☐ Industrial

14. Please indicate the type of improvements to be completed in association with this project (check all that apply):

- | | | |
|---|--|---|
| ☒ Exterior: Windows | ☒ Interior: Reconstruction | ☐ New Construction (Add'l Sq. Footage) |
| ☒ Exterior: Awnings | ☒ Interior: HVAC | ☐ Land Acquisition |
| ☒ Exterior: Signage | ☒ Interior: Flooring | ☐ Other (Specify Below): |
| ☒ Exterior: Painting | ☒ Interior: Painting | _____ |
| ☒ Exterior: Roofing | ☒ Interior: Electrical | _____ |
| ☒ Exterior: Landscaping | ☐ Interior: Plumbing | _____ |

15. What is the geographic location of the business' owners?

- ☒ 51% or more of the owners reside in the City of Pekin and business is not part of a franchise
- ☐ 51% or more of the owners reside in the City of Pekin and business is part of a franchise
- ☐ 51% or more of the owners do not reside in the City of Pekin

16. Is this business a certified by any federal or state agency as a minority disadvantaged business enterprise (MDBE)?

- ☐ Yes
- ☒ No

PART V. DECLARATIONS

Municipality

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

Private Developer Title Date

OFFICE USE ONLY:

Date received _____ by _____



LEMAN PROPERTY
MANAGEMENT CO.

RECEIVED APR 10 2023

March 14, 2023

RE: TIF/BDD Application summary

Dear Mr. Marston,

Our company is the management agent for Market Square. Enclosed is our application for TIF/BDD funding as part of the 2023-2024 grant cycle. With an eye toward the upcoming re-construction of Court St. along Market Square, we have interest in re-paving the entire parking lot of this shopping center.

Market Square has multiple sales-tax producing tenants:

- ValuCheck grocery store & gas station
- Pet Supplies Plus
- Ace Hardware
- Godfather's Pizza
- Krystal's Chicken and Slots

We have obtained bids from three area contractors. The low bid is \$475,000 to mill and re-surface the entire 25,000 square yard lot. Securing TIF funds for \$30,000 of this project would help us achieve a full re-paving.

Regards,

Drew Leman
CEO

Attachment: Market Square TIF App (3519 : Discussion of TIF Applications)

RECEIVED APR 10 2023



ECONOMIC DEVELOPMENT CONSULTING & LAW

TAX INCREMENT FINANCING (TIF) DISTRICT**APPLICATION FOR TIF BENEFITS RELATING TO
PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS**

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et. seq.*), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: William J. Leman as Trustee d/b/a Market Square Date: 4/1/2023

Business type: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☒ Other (please describe): Land Trust

Developer's Contact Information:

Name William Leman Title Trustee

Address 2807 Broadway Rd.

City Pekin State IL Zip 61554

Daytime Phone 309-347-5984 x3 Mobile _____

Fax 309-347-5988 email Drew@LemanProps.com

PART II: PROJECT INFORMATION

TIF District Name BDD City Pekin

Project Name Market Square Parking Lot

Anticipated Start Date 8/1/2023 Anticipated Completion Date 8/15/2023

Project Description Mill and resurface entire Parking lot for Market Square (ValuChec; Pet Supplies Plus; Krystal's; Godfathes; Ace Hardware; Gas Station).

Attachment: Market Square TIF App (3519 : Discussion of TIF Applications)

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 2101 Court St.

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-10-01-400-039
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: 1980
2. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ 475,000 (Land and Real Estate Improvements Only)

Total Number of Jobs Created: 0

Number of Jobs FTE (full-time equivalent): 1.5

Current annual retail sales (if applicable - commercial projects only) \$ _____

Projected (new) annual retail sales generated by this project \$ _____

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

Phase I:

Phase II:

- | | | |
|---|----------|----------|
| 1. Land and buildings (acquisition costs) | \$ _____ | \$ _____ |
| 2. Site preparation, clearing and grading | \$ _____ | \$ _____ |
| 3. Demolition | \$ _____ | \$ _____ |

Professional Fees:

- | | | |
|---|----------|----------|
| 1. Planning, engineering, architectural | \$ _____ | \$ _____ |
| 2. Legal | \$ _____ | \$ _____ |
| 3. Accounting/financial | \$ _____ | \$ _____ |
| 4. Marketing (land only) | \$ _____ | \$ _____ |
| 5. Other professional fees | \$ _____ | \$ _____ |

Job training and retraining services \$ _____

Rehabilitation or renovation (existing buildings) \$ 475,000

Public infrastructure improvements \$ _____
(Water, sewer, drainage, sidewalks, curb, etc.)

Utilities extension \$ _____

Interest Buy-Down:

Principal \$ _____ @ _____% per annum
for _____ years = Estimated Interest Expense

X 30% \$ _____

Miscellaneous/Other (please specify):

- | | | |
|----------------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | \$ _____ | \$ _____ |
| 3. _____ | \$ _____ | \$ _____ |

TOTAL ESTIMATED ELIGIBLE COSTS \$ 475,000 \$ 0

Additional Notes/Comments:

See attached

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS

Municipality

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.


 Private Developer _____ Title Treasurer Date 3-18-14

OFFICE USE ONLY:

Date received _____ by _____



ECONOMIC DEVELOPMENT CONSULTING & LAW

received
4-5-23
BSM

9.1.k

TAX INCREMENT FINANCING (TIF) DISTRICT

APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 et. seq.), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: Loyal Order of Moose - Pekin Moose Lodge 916 Date: 4-5-2023

Business type: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☒ Other (please describe): NOT for Profit - Moose International Inc.

Developer's Contact Information: Holthaus Companies Inc.

Name Nicholas S. Orwig Title Owner

Address 875 East Linn St.

City Canton State IL Zip 61520

Daytime Phone 309-647-9209 Mobile 309-647-9209

Fax 309-647-9277 email www.holthausroofing.com

PART II: PROJECT INFORMATION

TIF District Name _____ City Pekin

Project Name Moose Lodge Roof, Parkins lot & Awning replacement

Anticipated Start Date May 2023 Anticipated Completion Date Oct. 2023

Project Description

Replace Damaged roof using HCI, Rework/Repair Parkins lot through City Coal & ASPhalt

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 2605 Broadway St. Pekin, IL 61554

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) _____

Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No

Date property was acquired: July 1970

2. Property Identification Number (PIN) _____

Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No

Date property was acquired: _____

3. Property Identification Number (PIN) _____

Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No

Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ _____ *(Land and Real Estate Improvements Only)*

Total Number of Jobs Created: _____

Number of Jobs FTE (full-time equivalent): _____

Current annual retail sales (if applicable - commercial projects only) \$ _____

Projected (new) annual retail sales generated by this project \$ _____

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

Phase I:

Phase II:

- | | | |
|---|----------|----------|
| 1. Land and buildings (acquisition costs) | \$ _____ | \$ _____ |
| 2. Site preparation, clearing and grading | \$ _____ | \$ _____ |
| 3. Demolition | \$ _____ | \$ _____ |

Professional Fees:

- | | | |
|---|----------|----------|
| 1. Planning, engineering, architectural | \$ _____ | \$ _____ |
| 2. Legal | \$ _____ | \$ _____ |
| 3. Accounting/financial | \$ _____ | \$ _____ |
| 4. Marketing (land only) | \$ _____ | \$ _____ |
| 5. Other professional fees | \$ _____ | \$ _____ |

Job training and retraining services

Holt Haus Companies Inc. - Replace Roof
 *Rehabilitation or renovation (existing buildings) \$ 37,167.50 \$ 35,417.50

Public infrastructure improvements

(Water, sewer, drainage, sidewalks, curb, etc.)

Utilities extension

Interest Buy-Down:

Principal \$ _____ @ _____ % per annum
 for _____ years = Estimated Interest Expense

X 30% \$ _____ \$ _____

Miscellaneous/Other (please specify):

- | | | |
|----------------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | \$ _____ | \$ _____ |
| 3. _____ | \$ _____ | \$ _____ |

TOTAL ESTIMATED ELIGIBLE COSTS \$ 0 \$ 0

Additional Notes/Comments:

The lodge needs assistance to complete project & continue to give back to the community.

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)



Holthaus Companies Inc. Roofing Contractors

Proposal

TO: Pekin Moose Lodge 916
2605 Broadway St.
Pekin, IL 61554

Attn: Mr. Greg Maloney

PHONE (309) 613-4929 Cell	DATE 9/23/22
JOB NAME / LOCATION Install a new Duro-Last roofing system on the main low-slope roof over the kitchen, bar and small banquet hall at the Pekin Moose Lodge located at 2605 Broadway St. in Pekin, IL. Approximately 9,660 Sq. ft. of roof area to be replaced.	
JOB NUMBER: # 22013	JOB PHONE: 309-346-8891 Office

We hereby submit specification and estimates for material and labor as follows:

Remove and dispose of all existing gravel ballast from the existing roof system.

Tear off and dispose of existing EPDM roofing, flashings and accessories down to the existing roof construction.

Mechanically attach top layer of existing roof insulation per Duro-Last roofing and Holthaus Companies, Inc. specifications as required to meet all warranty requirements.

Overlay the existing roof insulation with a Duro-Last approved Polyethylene sheeting.

Mechanically attach .050" thick Duro-Tuff roofing membrane to the existing roof construction.

Mechanically attach Duro-Last flashing membrane to the existing parapet walls.

Install Duro-Last factory fabricated accessories such as; two-way roof vents, curb and pipe flashings, termination bars and covers, metal edge details, walkway pads, drain details, caulking, etc.

Remove and re-install existing metal siding and metal roofing accessories where needed to make a complete tie-in between the new Duro-Last roofing system and the existing metal roofing and siding.

Fabricate and install new 24 gauge pre-finished sheet metal counter flashings on walls where existing copings are not being replaced.

Note #1: Repair and/or replacement of deteriorated substrate materials, above and beyond what is stated above, is not included in this proposal. Removal and replacement of deteriorated roofing, insulation, decking and all other repairs, not stated above, will be performed at a rate of \$75.00 per hour plus the cost of materials.

Note #2: HCI will make every attempt to protect the existing roof top HVAC units, from damage, during the installation of the new roof system. However, HCI accepts no liability for any damages to the existing roof top units, electric lines and/or freon line sets going to those units during or after the installation of the new roofing system. Repairs to these units are the owner responsibility.

Note #3: A fifteen year total labor and material warranty will be issued by Duro-Last Roofing, Inc. upon completion of the work.

Alternate #1: Provide a 20 year total labor and material warranty in place of the above stated 15 year warranty.

*Requires roof inspections at years 15 & 18 by Duro-Last Representative at additional costs.

Add \$1,750.00 to the base bid. Initials X JA

We appreciate the opportunity to make this presentation. Thank You!!

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of

Seventy Two Thousand, Five Hundred Eighty Five and 00/100

Dollars (\$72,585.00).

Payment to be made as follows: Fifty percent of contract amount made payable at contract acceptance with the remaining balance due upon completion of the work. In the event the Customer fails to pay for the labor and materials, when due, the Customer shall pay all costs and expenses of collection incurred by the Company, including without limitation reasonable attorneys' fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Property owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All balances are due within 30 days of receipt of Holthaus Companies Inc. invoices. All unpaid balances beyond the 30 days are subject to a 1.5% monthly late charge.

Authorized
Signature

Nicholas S. Orwig

Note: This Proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, payment will be made as outlined above.

Signature

Date of Acceptance:

12-19-2022



875 East Linn St. Canton, IL 61520
Ph: (309) 647-9209 Fax (309) 647-9277
www.holthausroofing.com
IL Roofing License # 104.007039



Number of Jobs FTE (full-time equivalent): _____

Current annual retail sales (if applicable - commercial projects only) \$ _____

Projected (new) annual retail sales generated by this project \$ _____

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

Phase I:

Phase II:

- | | | |
|---|----------|----------|
| 1. Land and buildings (acquisition costs) | \$ _____ | \$ _____ |
| 2. Site preparation, clearing and grading | \$ _____ | \$ _____ |
| 3. Demolition | \$ _____ | \$ _____ |

Professional Fees:

- | | | |
|---|----------|----------|
| 1. Planning, engineering, architectural | \$ _____ | \$ _____ |
| 2. Legal | \$ _____ | \$ _____ |
| 3. Accounting/financial | \$ _____ | \$ _____ |
| 4. Marketing (land only) | \$ _____ | \$ _____ |
| 5. Other professional fees | \$ _____ | \$ _____ |

Job training and retraining services \$ _____

City Coal & Asphalt - Parking lot repairs
 *Rehabilitation or renovation (existing buildings) \$ 46,365 \$ 46,365

Public infrastructure improvements \$ _____
 (Water, sewer, drainage, sidewalks, curb, etc.)

Utilities extension \$ _____

Interest Buy-Down:

Principal \$ _____ @ _____ % per annum
 for _____ years = Estimated Interest Expense

X 30% \$ _____

Miscellaneous/Other (please specify):

- | | | |
|----------------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | \$ _____ | \$ _____ |
| 3. _____ | \$ _____ | \$ _____ |

TOTAL ESTIMATED ELIGIBLE COSTS \$ 0 \$ 0

Additional Notes/Comments:

The lodge needs assistance to complete project & continue to give back to the community.

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)



Driveways
Parking Lots
Tennis Courts
Seal Coating

225 N. SECOND ST.
PO BOX 881
PEKIN, IL 61554

Firewood
Coal
Sand
Gravel
White Rock

BLACKTOP CONTRACTORS

Brian Rowden
Derek Vestal

FREE ESTIMATES 346-0564

Name / Address
Moose Lodge 2605 Broadway Rd. Pekin, IL 61554

Date	Estimate #
10/11/2022	6406a

Estimate

Description	Total
Dear Greg, The quote for the parking lot improvements are as follows: Job location: South Section 4A) To mill where needed and overlay with 2 1/2" of I-11 asphalt would be 91,050.00 4B) Approach from Broadway: To clean and seal with commercial grade sealer 160.00 4C) To stripe the East and the South sections would be 1,520.00 ***PRICES SUBJECT TO CHANGE, DUE TO THE INCREASE/DECREASE OF TIME OR MATERIALS USED*** PLEASE NOTE: We cannot guarantee that your project will be done this season, but we will do our best to try & complete it. If you have any questions about this quote, please call me directly. Sincerely, Brian Bauernfeind(241-8809) 	
Thank you for allowing City Coal & Asphalt to quote this bid for you.	
Subtotal	\$92,730.00
Sales Tax (9.5%)	\$0.00
Total	\$92,730.00

Attachment: Moose Lodge TIF App (3519 : Discussion of TIF Applications)

PART IV. DECLARATIONS

Municipality

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

_____, _____, _____
Private Developer Title Date

OFFICE USE ONLY:

Date received _____ by _____



ECONOMIC DEVELOPMENT CONSULTING & LAW

Description of Eligible Project Costs for a Tax Increment Financing District in Illinois

Categories of permissible redevelopment costs included in the Illinois TIF Act:

1. Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan. For example, professional service costs: architectural, engineering, legal, financial, planning; and administrative costs related to implementation of the redevelopment plan. *(Private & Public)*
2. Cost of marketing sites. *(Private & Public)*
3. Property assembly costs. For example, acquisition of land and other property, real or personal, or rights or interests therein; demolition of buildings; and site preparation. *(Private & Public)*
4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings. *(Private & Public)*
5. Costs of construction of public works or improvements. For example, streets, sidewalks, water, sanitary and storm sewer, etc.; and new public buildings (with some limitations). *(Private & Public)*
6. Costs of eliminating or removing contaminants and other impediments such as site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including parking lots and other concrete or asphalt barriers; and the clearing/grading of land. *(Private & Public)*
7. Costs of job training and retraining projects. *(Private & Public)*
8. Financing costs – up to 30% of interest expense. *(Private & Public)*
9. Obligations secured by the special tax allocation fund... may be issued to provide for redevelopment costs. *(Public)*
10. Approved Capital Costs of taxing districts. For example, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district (including the municipality) in furtherance of the objectives of the redevelopment plan and project when approved by the municipality. *(Public)*
11. Relocation costs. *(Private & Public)*
12. Payment in lieu of taxes. *(Public)*
13. Up to 50% of cost of construction of low income and very low income new housing, owner occupied or rental. *(Private)*

Option #1
220 MARGARET



ECONOMIC DEVELOPMENT CONSULTING & LAW



9.1.1

TAX INCREMENT FINANCING (TIF) DISTRICT

APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 et. seq.), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: SPWT LLC Date: 4/24/23

Business type: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☒ Other (please describe): LLC

Developer's Contact Information:

Name DUSTIN MAQUET Title OWNER/PRESIDENT

Address 1903 EL CAMINO DR.

City PEKIN State IL Zip 61554

Daytime Phone _____ Mobile 309 361 8282

Fax _____ email DJMAQUET@YAHOO.COM

PART II: PROJECT INFORMATION

TIF District Name CENTRAL BUSINESS DISTRICT City PEKIN

Project Name 200 BLOCK PARKING LOT

Anticipated Start Date SUMMER 2023 Anticipated Completion Date SUMMER 2023

Project Description COMPLETE RENOVATION OF 200 BLOCK PARKING LOTS. NEW CURBS & SIDEWALKS. NEW ALLEY AND ADDITION OF ALLEY DRAINAGE. NEW HARD SURFACE BETWEEN AERIAL ATHLETICS & PEKIN UNION MISSION

Attachment: SPWT LLC TIF App (3519 : Discussion of TIF Applications)

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 220 MARGARET

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-04-34-432-021
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: 2014
2. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ _____ (Land and Real Estate Improvements Only)

Total Number of Jobs Created: N/A

Number of Jobs FTE (full-time equivalent): 0

Current annual retail sales (if applicable - commercial projects only) \$ 2.85 M

Projected (new) annual retail sales generated by this project \$ 3 M

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

Phase I:

Phase II:

- | | | |
|---|------------------|----------|
| 1. Land and buildings (acquisition costs) | \$ _____ | \$ _____ |
| 2. Site preparation, clearing and grading | \$ <u>46,812</u> | \$ _____ |
| 3. Demolition | \$ _____ | \$ _____ |

Professional Fees:

- | | | |
|---|-------------------|----------|
| 1. Planning, engineering, architectural | \$ _____ | \$ _____ |
| 2. Legal | \$ _____ | \$ _____ |
| 3. Accounting/financial | \$ _____ | \$ _____ |
| 4. Marketing (land only) | \$ _____ | \$ _____ |
| 5. Other professional fees | \$ _____ | \$ _____ |
| Job training and retraining services | \$ _____ | \$ _____ |
| Rehabilitation or renovation (existing buildings) | \$ <u>112,000</u> | \$ _____ |
| Public infrastructure improvements | \$ _____ | \$ _____ |
| (Water, sewer, drainage, sidewalks, curb, etc.) | | |
| Utilities extension | \$ _____ | \$ _____ |

Interest Buy-Down:

Principal \$ _____ @ _____ % per annum
for _____ years = Estimated Interest Expense

X 30% \$ _____ \$ _____

Miscellaneous/Other (please specify):

- | | | |
|----------------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | \$ _____ | \$ _____ |
| 3. _____ | \$ _____ | \$ _____ |

TOTAL ESTIMATED ELIGIBLE COSTS \$ 159,000 ~~2~~ \$ 0

Additional Notes/Comments:

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS

Municipality

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

Dustin Maguit Owner/Pres 4-24-23
Private Developer Title Date

OFFICE USE ONLY:

Date received _____ by _____



ECONOMIC DEVELOPMENT CONSULTING & LAW

Description of Eligible Project Costs for a Tax Increment Financing District in Illinois

Categories of permissible redevelopment costs included in the Illinois TIF Act:

1. Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan. For example, professional service costs: architectural, engineering, legal, financial, planning; and administrative costs related to implementation of the redevelopment plan. *(Private & Public)*
2. Cost of marketing sites. *(Private & Public)*
3. Property assembly costs. For example, acquisition of land and other property, real or personal, or rights or interests therein; demolition of buildings; and site preparation. *(Private & Public)*
4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings. *(Private & Public)*
5. Costs of construction of public works or improvements. For example, streets, sidewalks, water, sanitary and storm sewer, etc.; and new public buildings (with some limitations). *(Private & Public)*
6. Costs of eliminating or removing contaminants and other impediments such as site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including parking lots and other concrete or asphalt barriers; and the clearing/grading of land. *(Private & Public)*
7. Costs of job training and retraining projects. *(Private & Public)*
8. Financing costs – up to 30% of interest expense. *(Private & Public)*
9. Obligations secured by the special tax allocation fund... may be issued to provide for redevelopment costs. *(Public)*
10. Approved Capital Costs of taxing districts. For example, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district (including the municipality) in furtherance of the objectives of the redevelopment plan and project when approved by the municipality. *(Public)*
11. Relocation costs. *(Private & Public)*
12. Payment in lieu of taxes. *(Public)*
13. Up to 50% of cost of construction of low income and very low income new housing, owner occupied or rental. *(Private)*

OPTION #2

220 MARGARET &
UNION MISSION



ECONOMIC DEVELOPMENT CONSULTING & LAW

9.1.1

received
4-24-23
RSM

TAX INCREMENT FINANCING (TIF) DISTRICT

APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 et. seq.), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: SPWT LLC Date: 4/24/23

Business type: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation (State of Charter: _____);
☒ Other (please describe): LLC

Developer's Contact Information:

Name DUSTIN MAQUET Title OWNER/PRES

Address 1903 EL CAMINO DR

City PEKIN State IL Zip 61554

Daytime Phone _____ Mobile 309 361 8282

Fax _____ email DJMAQUET@YAHOO.COM

PART II: PROJECT INFORMATION

TIF District Name CENTRAL BUS DISTRICT City PEKIN

Project Name 200 BLOCK PARKING LOT (INCLUDING MISSION LOT)

Anticipated Start Date SUMMER/FALL '23 Anticipated Completion Date SUMMER/FALL '23

Project Description 220 MARGARET LOT & MISSION LOT. SITE
PREP, CONCRETE, ELECTRICAL FOR LED MESSAGE BOARD.
NO CURBS, SIDEWALKS OR ALLEY WORK

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 220 MARGARET + MISSION LOT

Parcel(s) Relating to the above described project:

- Property Identification Number (PIN) ~~22~~ 04-04-34-432-021
Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
Date property was acquired: 2014
- Property Identification Number (PIN) 04-04-34-432-001 (MISSION)
Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
Date property was acquired: _____
- Property Identification Number (PIN) _____
Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ _____ (Land and Real Estate Improvements Only)

Total Number of Jobs Created: N/A

Number of Jobs FTE (full-time equivalent): _____

Current annual retail sales (if applicable - commercial projects only) \$ _____

Projected (new) annual retail sales generated by this project \$ _____

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

Phase I:

Phase II:

- | | | |
|---|------------------|----------|
| 1. Land and buildings (acquisition costs) | \$ _____ | \$ _____ |
| 2. Site preparation, clearing and grading | \$ <u>72,000</u> | \$ _____ |
| 3. Demolition | \$ _____ | \$ _____ |

Professional Fees:

- | | | |
|---|----------|----------|
| 1. Planning, engineering, architectural | \$ _____ | \$ _____ |
| 2. Legal | \$ _____ | \$ _____ |
| 3. Accounting/financial | \$ _____ | \$ _____ |
| 4. Marketing (land only) | \$ _____ | \$ _____ |
| 5. Other professional fees | \$ _____ | \$ _____ |

Job training and retraining services \$ _____

Rehabilitation or renovation (existing buildings) \$ 172,000

Public infrastructure improvements \$ _____
(Water, sewer, drainage, sidewalks, curb, etc.)

Utilities extension \$ _____

Interest Buy-Down:

Principal \$ _____ @ _____ % per annum
for _____ years = Estimated Interest Expense

X 30% \$ _____

Miscellaneous/Other (please specify):

- | | | |
|----------------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | \$ _____ | \$ _____ |
| 3. _____ | \$ _____ | \$ _____ |

TOTAL ESTIMATED ELIGIBLE COSTS \$ 244,000 \$ 0

Additional Notes/Comments:

INCLUDE ELEC SERVICE FOR FUTURE LED MESSAGE BOARD
ON CORNER OF 2ND ST. & MARGARET

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS**Municipality**

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

, Owner/Pres, 4-24-23
Private Developer Title Date

OFFICE USE ONLY:

Date received _____ by _____



ECONOMIC DEVELOPMENT CONSULTING & LAW

Description of Eligible Project Costs for a Tax Increment Financing District in Illinois

Categories of permissible redevelopment costs included in the Illinois TIF Act:

1. Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan. For example, professional service costs: architectural, engineering, legal, financial, planning; and administrative costs related to implementation of the redevelopment plan. *(Private & Public)*
2. Cost of marketing sites. *(Private & Public)*
3. Property assembly costs. For example, acquisition of land and other property, real or personal, or rights or interests therein; demolition of buildings; and site preparation. *(Private & Public)*
4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings. *(Private & Public)*
5. Costs of construction of public works or improvements. For example, streets, sidewalks, water, sanitary and storm sewer, etc.; and new public buildings (with some limitations). *(Private & Public)*
6. Costs of eliminating or removing contaminants and other impediments such as site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including parking lots and other concrete or asphalt barriers; and the clearing/grading of land. *(Private & Public)*
7. Costs of job training and retraining projects. *(Private & Public)*
8. Financing costs – up to 30% of interest expense. *(Private & Public)*
9. Obligations secured by the special tax allocation fund... may be issued to provide for redevelopment costs. *(Public)*
10. Approved Capital Costs of taxing districts. For example, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district (including the municipality) in furtherance of the objectives of the redevelopment plan and project when approved by the municipality. *(Public)*
11. Relocation costs. *(Private & Public)*
12. Payment in lieu of taxes. *(Public)*
13. Up to 50% of cost of construction of low income and very low income new housing, owner occupied or rental. *(Private)*

200 Margaret & Union Mission Parking Lot Project

Project History

In 2019, discussions began on the “revitalization” of the parking lots downtown. The two parking lots on the 200 block of Margaret were the initial subjects of the project. The revitalization included installing new sewers to address water issues from hard surface and building rooftops, which settles on the East end of the alley without sufficient drainage. In summer months, water stands 8” during heavy rains and flows at a rate and depth that make it not passable for pedestrians. In addition, in the winter (freezing) months, ice forms and makes that entrance almost impassable.

Dustin began working with the former city manager, mayor, and the city engineer to discuss development options for that block. The revitalization includes the following improvements to the 200 block. In 2021, work started by engaging with Mauer-Stutz for the preliminary design. Quotes were also obtained in early 2022 for the site excavation, electrical (lighting) and concrete work.

In October / November of 2022, I met with Mark Rothert and Josie Esker to finalize some of the details regarding the parking lot. The work on this lot was supposed to be begin in April 2023, and my financial contribution was to be capped at \$50,000. Project scope included the items listed below.

1. New curbs and sidewalks along Rt 29 and Margaret
2. New alley, along with installation of water retention (sewers)
3. Digging out and reinstalling hard finished surface in green area (city lot) between the Pekin Union Mission and Aerial Athletics.
4. Curb cutout on Court St between the Pekin Union Mission and Aerial Athletics to provide access to parking lot. The 200 block possesses significant challenges for the businesses on this block due to all of the one-way streets surrounding the 200 block of Court St. It's a major hassle and inconvenience to those are not familiar with the one-way streets and the West end of Court St. The addition of this cutout will prevent people from having to turn South on Rt 29 should there be no on-street parking available.
5. Addition of a 10'x4' digital LED message board on the corner of Rt 29 and Margaret that will be city-owned and will allow community and other events to be promoted and displayed. Sign will be mounted at ground level at a 45 degree angle facing North.
6. New bike rack to accommodate bicycle traffic
7. (2) new dumpster areas
8. Improved lighting

The city requested that I obtain a long-term lease on the Mission lot to ensure that the property would remain a parking lot for many years to come since the city was covering 100% of this part of the project. Lease has been obtained, is signed, but is contingent on the parking lot work being completed.

Project Options

Original Agreement

Pekin was going to cover the cost of all the rehab on the Union Mission Parking Lot. City asked that a long-term lease be put into place between SPWT LLC / Maquet, Inc. and the Union Mission to ensure the Union Mission parking lot would remain a parking lot for the foreseeable future. This was to ensure the city's investment would be long standing. The Mission parking lot would be public parking, even though I would be responsible for insurance, maintenance, snow removal, etc.

In a meeting in October 2022 with Josie and Mark Rotherth at City Hall, the maximum amount of funds committed to the project by SPWT LLC / Maquet, Inc. was \$50,000.

Option #1 – 200 Margaret

Includes site and concrete work for 220 Margaret, which is owned by SPWT LLC. Parcel ID 04-04-34-432-021. This does not include any alley, sidewalk or curb work which are all city-owned properties. It also does not include any work on the Union Mission lot.

Site Prep		\$49,000
6" concrete		\$75,000
(2) Concrete sono bases for light poles		\$1,400
Lot striping	est	\$3,000
Dumpster enclosure areas (2)	est	\$12,000
Water detention fill and river rock	est	\$4,500
Bike Rack	est	\$2,000
Electrical (two lights, two poles)		\$14,000
Total project cost (excluding curbs, sidewalks, alley, etc) approximately		\$160,900.

Option #2 – 200 Margaret & Pekin Union Mission Lot

Above costs and additional below

Service for LED message board (load center, conduit to pole, etc)	\$10,000
Site Prep and 6" concrete with curb along north end of lot	\$73,000

This will add an additional \$83,000 if I manage this work (site prep and flatwork). Total City investment of **\$243,900**. This does not include the curbs, sidewalks, etc. Only the additional flat work and retention curb on north side of lot.





Marston, Bruce Q

From: Dustin Maquet <djmaquet@yahoo.com>
Sent: Monday, April 24, 2023 1:30 PM
To: Marston, Bruce Q
Cc: Esker, Josie A.
Subject: TIF/BDD Application - SPWT LLC
Attachments: Parking Lot TIF Application.docx; Parking Lot TIF Option 1.pdf; Parking Lot TIF Option 2.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Bruce, please see attached TID & BDD application. I wasn't exactly sure how to submit this, as there are a number of different options depending on who is managing the work.

Neither of these options include any alley, sewer, sidewalk, or curb work. They do not include any costs for work performed on the green space between the Pekin Union Mission and Aerial Athletics. These are all city-owner properties, and Josie thought it was best that I not include these in my applications.

Option 1 - includes work on 220 Margaret only (Rail House lot). This includes site excavation, flatwork, curb on along north end, electrical for new lighting, new lights, enclosed dumpster area, etc. I also included some costs for the gravel in the water retention area along Margaret St.

Option 2 - Includes everything in Option 1, plus the additional site and concrete work for the Mission lot, as well as the electrical service for the future LED message board. I was told the city wasn't sure if the city would manage the work on their lot, or if I would, so I provided this option.

In the original agreement, the city was going to cover all of the costs associated with the PUM lot as long as there was a longer term lease in place with them (which I have, contingent on work actually starting on their lot). This would remain a public lot although I would be responsible for keeping up with the maintenance, snow removal, insurance, etc.

I have not seen any updated info or overhead layout from Mauer-Stutz, so all illustrations are based on the latest version I have received. I would like to add a fairly large bike ride with some form of overhead roof structure to protect bicycles from the elements, but this is not included on the documents I have received.

If you have any questions, please let me know ASAP so I can make adjustments if needed before the April 26th deadline. I would also like to know what the process is once you have received the application. Does it go to committee for review, or directly to council?

I have also included some pictures of the water and ice issues in the alley, along with a video of what the alley looks like during a heavy rain. It is virtually impossible for customers to cross without stepping in 2"-3" of running water.

Thanks,
 Dustin Maquet
 Owner - Maquet's Rail House
 309-361-8282

<https://www.dropbox.com/s/ftz40qir5tyor69/Alley%20Rain%20Water.MOV?dl=0>

Attachment: SPWT LLC TIF App (3519 : Discussion of TIF Applications)



ECONOMIC DEVELOPMENT CONSULTING & LAW

received
4-17-23
EDM

TAX INCREMENT FINANCING (TIF) DISTRICT

APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65 ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et. seq.*), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment costs and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4 (j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the Tax Increment Financing (TIF) District.

INSTRUCTIONS: Complete each section and return via fax (309) 664-7878 or U.S. Mail to: The Economic Development Group, Ltd., 1701 Clearwater Avenue, Bloomington, IL 61704.

PART I: DEVELOPER INFORMATION

Developer Legal/Business Name: Sud Family Limited Partnership Date: 6/1/2022

Business type: ☐ Sole Proprietorship; ☒ Partnership; ☐ Corporation (State of Charter: _____);
☐ Other (please describe): _____

Developer's Contact Information:

Name John C. Sud-Hansen Title L.P.

Address 303 Landmark Dr, Ste 1B

City Normal State IL Zip 61761

Daytime Phone 309-825-4171 Mobile _____

Fax 309-454-2000 email jhansen@sudflp.com

PART II: PROJECT INFORMATION

TIF District Name Southern Tazwell County City Pekin

Project Name Sud Building

Anticipated Start Date 9/1/2022 Anticipated Completion Date _____

Project Description 50% of the increased, new real estate tax increment over the base real estate tax level of 2022, over the next twenty (20) years.

Project is classified as: ☐ Industrial; ☒ Commercial; ☐ Residential

Project Street Address 111 N 6th St Pekin IL 61761

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 04-04-35-332-001, 04-04-35-332-008
 Is this property within the TIF District Boundary (or proposed boundary)? ☒ Yes ☐ No
 Date property was acquired: Sept 2006
2. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____
3. Property Identification Number (PIN) _____
 Is this property within the TIF District Boundary (or proposed boundary)? ☐ Yes ☐ No
 Date property was acquired: _____

(Please list any additional parcels on separate sheet and attach)

IF RESIDENTIAL: what is the expected absorption rate or "build-out" for the project?

PHASE I: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE II: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(Please describe additional phases on separate sheet and attach)

FOR ENTIRE PROJECT:

Total Projected Investment \$ 2,572,000.00 (Land and Real Estate Improvements Only)

Total Number of Jobs Created: 75

Number of Jobs FTE (full-time equivalent): _____

Current annual retail sales (if applicable - commercial projects only) \$ _____

Projected (new) annual retail sales generated by this project \$ _____

PART III. ESTIMATED TIF ELIGIBLE PROJECT COSTS

Property Assembly Costs:

Phase I:

Phase II:

1. Land and buildings (acquisition costs)	\$ _____	\$ _____
2. Site preparation, clearing and grading	\$ _____	\$ 2,250.00
3. Demolition	\$ _____	\$ 2,250.00

Professional Fees:

1. Planning, engineering, architectural	\$ _____	\$ _____
2. Legal	\$ _____	\$ _____
3. Accounting/financial	\$ 2,250.00	\$ 2,250.00
4. Marketing (land only)	\$ _____	\$ _____
5. Other professional fees	\$ 50,000.00	\$ _____

Job training and retraining services \$ _____

Rehabilitation or renovation (existing buildings) \$ 2,572,000.00 \$ 750,000.00

Public infrastructure improvements \$ 38,000.00 \$ _____
(Water, sewer, drainage, sidewalks, curb, etc.)

Utilities extension \$ _____

Interest Buy-Down:

Principal \$2,230,000 @ 4.5 % per annum
for 10 years = Estimated Interest Expense

X 30% \$ 163,010.00 \$ 61,400.00

Miscellaneous/Other (please specify):

1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____

TOTAL ESTIMATED ELIGIBLE COSTS \$ 2,825,260.00 \$ 818,150.00

Additional Notes/Comments:

(Please describe estimated eligible project costs for additional phases on separate sheet and attach)

PART IV. DECLARATIONS**Municipality**

Pursuant to the TIF Act, the municipality has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the municipality may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91st General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

As special TIF attorneys and TIF consultants (respectively for municipalities), Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) will rely on the information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. J&K and EDG will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented by J&K and EDG based on information provided herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations presented by J&K and EDG. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith.

Private Developer

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in this Application for Reimbursement of Private (TIF) Eligible Redevelopment Project Costs is true, correct and complete.

<u>John Andrew Hansen</u>	L.P.	June 1, 2022
Private Developer	Title	Date

OFFICE USE ONLY:

Date received _____ by _____



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Resolution No. 6-23/24 Appointment of Acting or Interim City Manager

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Appointment of Police Chief John Dossey to position of Interim City Manager.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 6-23/24 Appointing an Acting or Interim City Manager

WHEREAS, the City of Pekin is a home rule municipality operating under the City Manager form of government pursuant to Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 et seq.); and

WHEREAS, under the Managerial Form of municipal government, the City Manager is appointed by the City Council; and

WHEREAS, the office of City Manager in the City of Pekin has been vacant since October 24, 2022; and

WHEREAS, the City Council desires to appoint an Interim City Manager to serve in that role pending a formal search and appointment of a permanent City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The findings and recitations set forth above are found to be true and correct and are incorporated herein.

Section 2. John Dossey is appointed as Interim City Manager, effective May 22, 2023, until such time as the City Council removes him from that position or until a full-time City Manager is appointed.

Section 3. John Dossey will continue to serve as Chief of Police during his appointment as Interim City Manager.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Ordinance No. 4062-23/24 Vacation of Elizabeth Street

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Tazwell County has requested the vacation of Elizabeth Street between Capitol Street and 3rd Street to accommodate the expansion of the County Building onto the Annex Properties. Due notice was given in the Pekin Daily Times, a public hearing was held before the City of Pekin Zoning Board of Appeals on June 8, 2022, for the purpose of considering the vacation of Elizabeth Street between Capitol Street and 3rd Street and upon conclusion of the public hearing, the City of Pekin Zoning Board of Appeals recommended approval of the vacation of that portion of Elizabeth Street between Capitol Street and 3rd Street. This action will initiate the vacation by the City of that portion of Elizabeth Street between Capitol and 3rd Street.

FINANCIAL IMPACT:

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: The City will vacate the portion of Elizabeth Street between Capitol Street and 3rd Street.

IMPACT IF DENIED: The City will not vacate the portion of Elizabeth Street between Capitol Street and 3rd Street.

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4062-23/24 Vacation of Elizabeth Street

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, Tazewell County owns the property located at 101 S. Capitol Street, Pekin, Illinois, with the property identification number of 04-04-34-443-012, which is the current location of the Tazewell County Justice Center (the “County Building”); and

WHEREAS, the County Building includes all property fronting the south side of Elizabeth Street between Capitol Street and 3rd Street; and

WHEREAS, Tazewell County also owns all parcels adjacent and fronting the north side of Elizabeth Street between Capitol Street and 3rd Street, with property identification numbers of:

04-04-34-438-020
 04-04-34-438-019
 04-04-34-438-018
 04-04-34-438-017
 04-04-34-438-016

(the “Annex Properties”); and

WHEREAS, Tazewell County has requested the vacation of Elizabeth Street between Capitol Street and 3rd Street to accommodate the expansion of the County Building onto the Annex Properties; and

WHEREAS, after due notice given in the Pekin Daily Times, a public hearing was held before the City of Pekin Zoning Board of Appeals on June 8, 2022, for the purpose of considering the vacation of Elizabeth Street between Capitol Street and 3rd Street; and

WHEREAS, upon conclusion of the public hearing, the City of Pekin Zoning Board of Appeals recommended approval of the vacation of that portion of Elizabeth Street between Capitol Street and 3rd Street; and

WHEREAS, the public interest will be served by vacating that portion of Elizabeth Street between Capitol Street and 3rd Street (the “Vacated Property”).

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. That portion of that portion of Elizabeth Street between Capitol Street and 3rd Street and described above as the Vacated Property shall be and the same is hereby vacated as

provided under the terms of Article 11, Division 91 of the Illinois Municipal Code. Title to the Vacated Property shall vest in Tazewell County.

Section 3. Notwithstanding anything in this Ordinance to the contrary, the vacation of the Vacated Property as set forth herein is conditional and will not take effect unless and until (1) a site plan for the construction of improvements on the Annex Properties is approved by the County Board and by the City of Pekin, and (2) the preparation by Tazewell County of a Vacation Plat depicting and legally describing the Vacated Property.

Section 4. The Mayor and the City Clerk of the City of Pekin are hereby authorized and instructed to execute all documents necessary to effectuate the provisions of this Ordinance.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage by a vote of at least three-fourths (3/4) of the City Council holding office and upon compliance with the conditions set forth in Section 3 of this Ordinance.

Section 7. Upon compliance with the conditions set forth in Section 3 of this Ordinance, the City Clerk is hereby authorized and directed to record this Ordinance in the Office of the Tazewell County Recorder of Deeds. The recording of this Ordinance in the Office of the Recorder of Deeds shall be deemed to be conclusive evidence of satisfaction of the conditions in Section 3.

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

MAYOR

ATTEST:

CITY CLERK

Pekin Zoning Board of Appeals
111 S. Capital Street
City Council Chambers 2nd Floor
June 8, 2022
5:00 PM

Present: Daryl Dagit, Chris Deverman, Donald Hild, David Huskisson, Kelly Madden, James Ruth, Amy Wilson.

The regular meeting of the Pekin Board of Appeals was called to order and quorum was declared. Staff present: David Bess (Community Development Director), Jeffrey Gaster (Legal Counsel), Alina Kramer (Administrative Assistant), Justin Reeise (Public Work Director). Multiple members of the public were present.

Motion by Commissioner Dagit to approve the June 8, 2022 agenda, second by Commissioner Deverman. Motion carried 7-0.

Motion by Commissioner Dagit to approve minutes for the May 11, 2022, second by Commissioner Wilson. Motion carried 7-0.

David Bess communicated that the City Council approved VP Racing Fuel (Case SU 2021-12) as recommended and 2423 Tazewell Road (Case V 2022-05) was tabled for further evaluation.

Case PPR 2022-01

A map amendment request submitted by Austin Engineering Company, Inc. to separate the property at 141 S. Veterans Drive as indicated in the preliminary plat provided by the applicant. This request is to separate the southern portion of the property of approximately 11.7 acres. Said property is zoned B-3 General Business District with a legal description of SEC 5 T24N R4W ESTATES AT LAKEIEW FINAL PLAT LOT 15NW ¼ 10.47 AC, with the following PIN: 11-11-05-101-015, in Tazewell County, Illinois.

The case was open to public input, Jacob Force, owner of the land was present for any questions. Commissioner Hild asked Mr. Force if his original plans were to buy all of the land, Mr. Force stated he never had planned on buying all of the land. Discussion in regards to a buffer was presented and Mr. Force stated he was previously told there would be no issues as long as he puts a buffer between his property and the residential area. Wilson advised Mr. Force could potentially use a natural buffer however a buffer can't be put into place until there is approval to split the land.

Motion to approve by Commissioner Madden, second by Commissioner Huskisson. Motion carried 7-0.

Vacation of Alleyway between Arcade and Tobin Building and Vacation of 300 Block of Elizabeth to Tazewell County

Vacation of City-owned alley in the block bounded by Court Street, Capitol Street, Elizabeth Street, and 3rd Street. Alley will be vacated to the adjoining property owners **and** Vacation of city-owned right-of-way consisting of the 300 block of Elizabeth Street between Capitol Street and S. 3rd. Street.

Commissioner Wilson asked if there was any negative impact if the City proceeds with vacating the alleyway. The committee agreed there was no perceived negative impact for the City or surrounding

property owners. City staff noted that at this time, this will not be brought to council until the county signals that they intend to move forward with the plans for which these vacations are requested.

Motion to recommend approval for both associated items, motion carried 7-0.

Vacation of Alleyway between Hecker Court and Washington Street

Vacation of City-owned alleyway between Hecker Court and Washington Street. Staff suggested that the alley could be vacated to the adjoining property owners as shown on the vacation plat, however the City may change the division to suit the interests of the adjoining owners.

Justin Reeise stated the property owner of Lot 1 has requested the City to vacate the alleyway due to some drainage issues. Commissioner Hild asked if the vacating of the alleyway would cause issues with the other home owners, Reeise stated he does not anticipate issues. Commissioner Wilson asked how the alleyway would be split. There was discussion among all committee members on how the alleyway would be split and Reeise explained that counsel approval could ultimately dictate how the property was split.

Mel Johnson, owner of one of the adjoining properties, had questions in regards to what additional responsibilities he would have if the alleyway is vacated by the City. Mr. Reeise explained that the maintenance would be the responsibility of the land owners. Mr. Johnson states he does think this is a good idea but has concerns with the drainage issue and who would be responsible for resolving that. Mr. Reeise states that he believes the owner of Lot 1 has intentions of working with the neighbors to correct this issue. Ron Matthews, owner of Lot 4 states the alley in discussion is not drivable due to the tight curve. Methods of maintaining the appearance and use of the alleyway was discussed. Mr. Reeise suggested that it would also be an appropriate option to divide the property using engineering principles and that a supermajority of the City Council would be required to divide the alleyway in another manner.

Motion to approve, motion carried 7-0.

Vacation of Alleyway at 300 Block of Ann Eliza (IL-9)

Vacation of City-owned alleyway in the 300 block of Ann Eliza (IL-9) between N. 4th Street and Capitol Street. Alley will be vacated to the adjoining property owners as shown on the vacation plat.

The owner of Marigold Motors would like the City to vacate the alleyway. Commissioner Hild explained that the owner would not be able to build in the alley but he would be allowed to possibly access his drive. Staff noted that the owner of the adjoining properties is the same individual hence their interest in requesting the vacation.

Motion to approve, motion carried 7-0.

Ordinance Proposing Zoning code Changes Regarding Signage

Commissioner Wilson noted a change needed on page 19 of the proposed sign ordinance which included a sentence that was not complete. Jeff Gaster made appropriate changes.

Commissioner Dagit discussed a concern on what is to be considered “art work”, Commissioner Wilson explained you can not limit a homeowner from displaying what they feel is art. Commissioner Dagit also discussed vehicles being used as signage through being parked near businesses. Mr. Bess stated that the language of the Code requires vehicles to be licensed and insured but does not preclude their use as a form of sign on private property.

Discussion in regards to historical murals as to whom should handle making that decision. Mr. Bess stated that the Building Department currently handles mural permits. After further discussion, the committee suggested designating the Tourism Committee to be responsible for historical murals determinations.

Attorney Gaster produces a clean version of the proposed sign ordinance with the changes discussed during the current meeting. Physical copies of the clean sign ordinance was provided by Mr. Bess and distributed to the board members.

Motion to approve the clean version of the proposed sign ordinance was made by Commissioner Huskisson, second by Commissioner Madden. Motion carried 7-0.

Informal Discussion

Commissioner Ruth discussed concerns regarding flooding on Redbud Road. ~~Commissioner Wilson indicated that there is a plan to correct the issue on Redbud Road being carried out by the Pekin Park District.~~ Commissioner Wilson indicated that the Park District and the City should work together to resolve the issue.

Public Input

No additional public input.

Meeting adjourned.

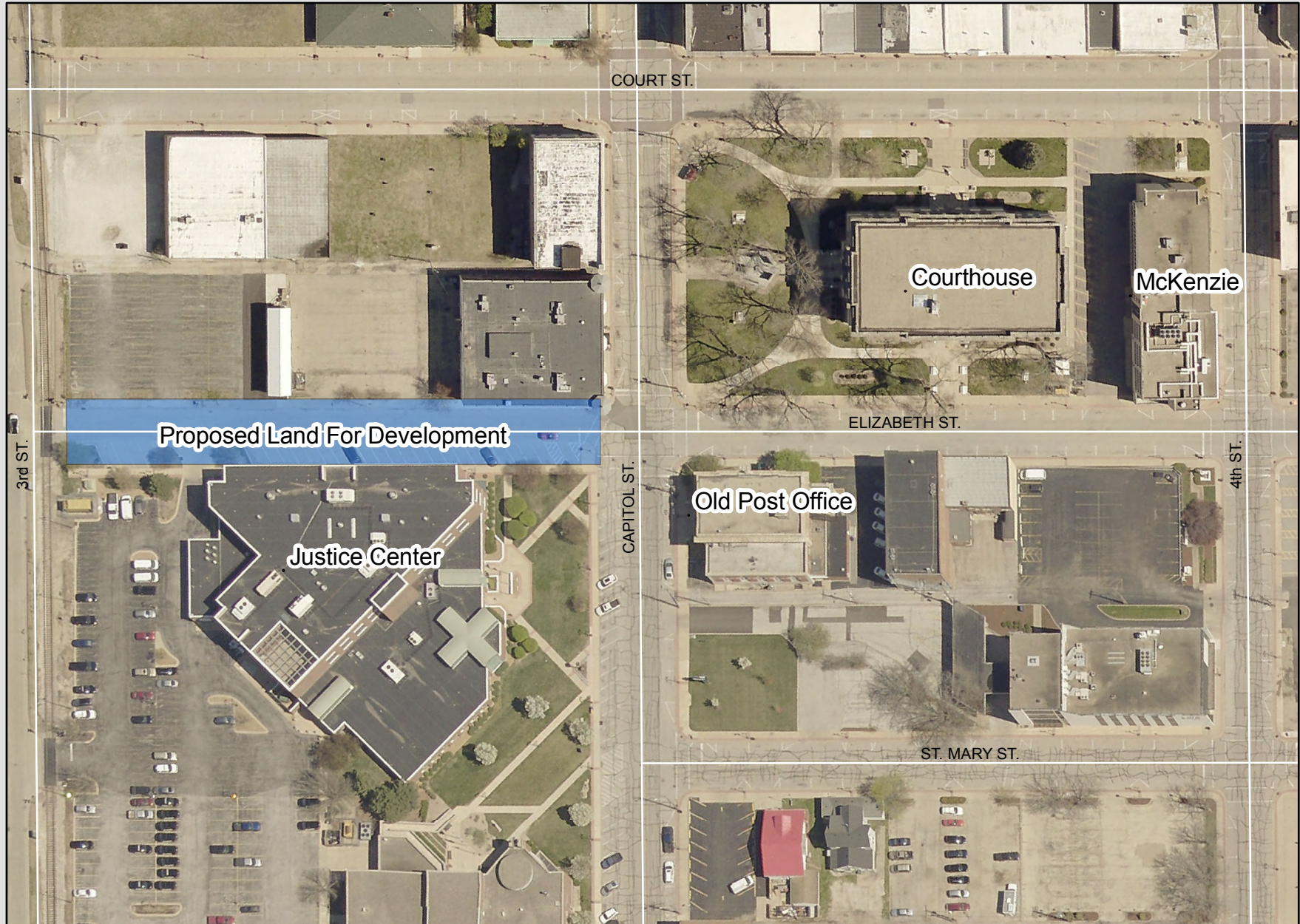
Mayor Burress and Council Members-

As part of Tazewell County's ongoing effort to invest in downtown Pekin, we are formally asking the City Council to vacate Elizabeth Street from Capitol to S. 3rd. This request is contingent upon approval of any proposed building plans for this area. Please know that any construction plans will be consistent with the architecture and feel of downtown.

We are grateful for the long term relationship that the city and county have had and look forward to a solid partnership moving forward. We believe that our project will help spur additional investment in downtown Pekin and assist in your long term vision of bringing more people to the area. Please feel free to call me at any time if you have additional questions.

Sincerely,
David Zimmerman
Tazewell County Board Chairman

Proposal to Vacate 300 Block of Elizabeth Street





REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Tina Hauk,

AGENDA ITEM: Resolution No, 7-23/24 Adopt CDBG 2023 Annual Action Plan

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Each year, the City of Pekin is required to adopt an Annual Action Plan to receive its allocation of Community Development Block Grants (CDBG) from the US Department of Housing and Urban Development. The plan is used to specify the types of activities to be undertaken during the associated program year and is intended to be consistent with the goals and projects indicated in the adopted 5-year Consolidated Plan which covers the City's CDBG program from FY21 through FY25. The City's anticipated CDBG resources as indicated in the proposed plan totals \$1,111,642 taking into account anticipated program income. No feedback was received during the May 8, 2023 public hearing nor was additional feedback received during the public comment period. This year's allocation is expected to address Blighted Property Issues (Demolition) CDBG: \$150,000 Improve Facility, Utility, and Amenity Access (Infrastructure Improvements) CDBG: \$400,000; Debt Service on Section 108 Loan \$36,575; Administration CDBG: \$85,000.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: The City will receive the annual formula allocation of Community Development Block Grant funds (\$464,422) from the US Housing and Urban Development.

IMPACT IF DENIED: The City will not receive the annual allocation.

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 7-23/24 Adopt CDBG 2023 Annual Action Plan

WHEREAS, the City of Pekin is required to adopt an Annual Action Plan to receive its allocation of Community Development Block Grants (CDBG) from the US Department of Housing and Urban Development; and

WHEREAS, the Annual Action Plan is used to specify the types of activities to be undertaken during the associated program year and is intended to be consistent with the goals and projects indicated in the adopted 5-year Consolidated Plan which covers the City's CDBG program from FY21 through FY25; and

WHEREAS, a public hearing was held on a proposed Annual Action Plan on May 8, 2023, there was no public input submitted during the comment period; and

WHEREAS, the City Council finds it is in the best interest of the City and its residents to adopt the attached revised Annual Action Plan.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The revised Annual Action Plan for FY 2024 attached hereto as Exhibit A is adopted as presented.

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

MAYOR

ATTEST:

CITY CLERK



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Pekin receives an annual formula allocation of Community Development Block Grant (CDBG) funds from the US Department of Housing and Urban Development (HUD). The purpose of the CDBG program is to enable local governments, such as the City of Pekin, to develop viable urban communities for individuals with low and moderate income by providing decent housing, a suitable living environment, and expanding economic opportunities. As a requirement of receiving CDBG funding, the City is required to develop an annual plan that describes the intended projects and activities for the associated program year.

In addition to the annual plan, the City also develops a five-year strategic plan called the Consolidated Plan. The Consolidated Plan identifies known needs in the community and sets goals for the covered five-year period, which ultimately guide the spending strategies from year-to-year. At the conclusion of each program year, the City records its spending, accomplishments, and progress towards the aforementioned goals by producing the Consolidated Annual Performance and Evaluation Report (CAPER) and filing that report with HUD.

When considering what types of activities to undertake during the program year, the City must determine that a proposed activity meets one of three national objectives:

- Benefit to low- and moderate-income (LMI) persons;
- Aid in the prevention or elimination of slums or blight; or
- Meet a need having a particular urgency.

In addition to meeting an overall national objective, each project must also qualify as an allowable activity described in Title 24 of the Code of Federal Regulations (CFR). Many of the allowable activities

are listed in 24 CFR § 570.201. Additionally, 24 CFR § 570.207 contains a list of specifically ineligible activities further restricting the variety of allowable projects.

Both the Consolidated Plan and this annual plan may be amended during the performance period to reflect additional identified needs, changing conditions, and shifting priorities. While no substantial amendments are anticipated at the time of adoption, such changes may be introduced through the amendment process outlined in the City's Citizen Participation Plan (CPP).

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

During two of the three preceding program years, the City committed CDBG and funding from other grant sources to undertake various programs aimed at supporting residents and businesses within the community during the coronavirus pandemic. While the City utilized CDBG CARES Act funding to facilitate programs carried out by non-profit organizations, the City also recognizes the additional pre-existing needs that exist which can be addressed to some degree using CDBG entitlement funds.

Based on a thorough review of the available data as described in this plan as well as the associated Consolidated Plan, the expertise of City staff, and feedback from the community, the City has identified the following objectives to be prioritized using CDBG funds during the program year:

1. Reduce the number of abandoned properties within the City to promote the health and safety of residents, stabilize land values and reduce the likelihood of delinquency; and
2. Improve the longevity and efficiency of City-owned infrastructure.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Economic Development: In response to the economic impacts of the coronavirus pandemic, the City undertook economic development activities in the form of grants to local businesses using CDBG

entitlement funding, CARES Act funding, and additional funding received from the State of Illinois' Department of Commerce and Economic Opportunity.

Public Services: During the 2022 program year, the City continued funding two organizations which provided shelter and other critical services to some of the community's most vulnerable populations.

Clearance and Demolition: As discussed in the previous Annual Action Plan, the City intended to undertake limited demolition activities during the 2022 program year to prioritize the improvement of ten (10) buildings. Utilizing the internal procedures developed in the previous program year, one abandoned structure was demolished in PY 2022 using CDBG funds.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

HUD recently issued guidance on public comment periods for consolidated plans and annual action plans. That guidance changed the 5-day comment period used during the pandemic back to 30 days. The City has concurrently updated their Citizen Participation Plan to align with this guidance. As required by the City's Citizen Participation Plan, the City undertook a 30-day comment period which occurred from April 17, 2023 through May 16, 2023. A legal notice was posted in the local newspaper and a summary and draft version of the proposed plan was posted on the City's website for public review. Additionally, the City also held a public hearing as part of the development of the 2023 proposed Annual Action Plan on May 8, 2023 during a regular meeting of the Pekin City Council. During the public hearing, the City's CDBG Program Manager provided a summary of the proposed plan and provided opportunity for public comment.

5. Summary of public comments

No public input was received during the comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were rejected during the public comment period or the public hearing.

7. Summary

As required by the City's Citizen Participation Plan, the City undertook a 30-day comment period which occurred from March 7, 2022 through April 6, 2022. A legal notice was posted in the local newspaper and a summary and draft version of the proposed plan was posted on the City's website for public review. Additionally, the City also held a public hearing as part of the development of the proposed Annual Action Plan on March 14, 2022 during a regular meeting of the Pekin City Council.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PEKIN	City of Pekin

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency responsible for overseeing the development of the Annual Action Plan and administering programs covered by the Plan is the City of Pekin, a municipality in the State of Illinois. Pekin is not a member of a consortium utilizing HUD funds.

Consolidated Plan Public Contact Information

For more information about the City's CDBG programs and plans, please contact the City's CDBG Program Manager via e-mail at tlhauk@ci.pekin.il.us or by phone at (309) 478-5356.

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Pekin has adopted a Citizen Participation Plan, which provides the City’s CDBG department with policies and procedures associated with the participation of the public in CDBG-related planning activities. During the development of any CDBG-related plan and the year-end CAPER, the City undertakes at least one 30-day public comment period and one public hearing. In the event that substantial amendments are deemed necessary to either the Annual Action Plan or Consolidated Plan, then a public comment period and public hearing will again be held to discuss the changes being made to the previously adopted plan(s).

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Pekin has a good working relationship with the Pekin Housing Authority (PHA) and maintains open communication with that agency. In addition to the PHA, the CDBG Program Manager is an active member of the Home for All Continuum of Care, which provides open communication with health, mental health, and social service organizations/agencies operating in the region.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City’s CDBG Program Manager is a non-voting, governing board member for the Home for All Continuum of Care. This continuum of care organization acts as an open line of communication for City consultation with a variety of health, mental health, and social service providers. Further, this participation provides an ongoing source of information on initiatives occurring within the region.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Pekin does not receive ESG dollars. However, the City’s participation in the Home for All Continuum of Care, which does contribute to outcomes of community initiatives recorded in HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

3.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Pekin Housing Authority
	Agency/Group/Organization Type	Housing PHA Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by e-mail and received input on public housing needs, plans, goals and programs.
2	Agency/Group/Organization	City of Pekin
	Agency/Group/Organization Type	Service-Fair Housing Other government - Local Planning organization Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Pekin is the grantee for the Consolidated Plan and Annual Action Plans. As such, it is the consulting body that is seeking to coordinate and consult to improve anticipated outcomes from the use of CDBG funding.
--	--

Identify any Agency Types not consulted and provide rationale for not consulting

Significant efforts were made during the development of the Consolidated Plan including direct solicitation of feedback from local community organizations to assist in determining the needs and priorities of the plan. Information is continually gathered during the course of carrying out the Consolidated Plan through the City's participation in the Home for All Continuum of Care and contact with community organizations including the Pekin Housing Authority.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Home For All Continuum of Care	The goals of the Continuum of Care is to support low- and moderate-income individuals, particularly those experiencing homelessness. The City's goals mirror these concerns in ensuring sustainability of a safe community.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)**1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City's Citizen Participation Plan governs the public information and feedback process to ensure HUD requirements are met and the public is provided sufficient opportunity to review and comment on proposed CDBG plans and reports. During the development process of the Consolidated Plan, the City conducted a resident and community organization survey to assist CDBG staff in determining the appropriate priority needs and goals during the five-year period. A public comment period along with two public hearings were held during the development of the Consolidated Plan.

Prior to the adoption of this Annual Action Plan, the City held a public comment period as well as a public hearing to inform and solicit feedback from the public. The determinations made during the development of the Consolidated Plan were considered in the creation of this Annual Action Plan along with any new information acquired during the performance of the 2022 program year. Ultimately, the Consolidated Plan associated with the program year is intended to guide the projects and activities undertaken to accomplish the goals set forth in that Consolidated Plan document.

Annual Action Plan
2023

OMB Control No: 2506-0117 (exp. 09/30/2021)

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Solicited feedback on draft Annual Action Plan. No responses received.	None.	All comments were accepted.	
2	Internet Outreach	Non-targeted/broad community	Request for comments and draft Annual Action Plan posted on the City's website.	None.	All comments were accepted.	http://www.ci.pekin.il.us/departments/community_development/
3	Public Hearing	Non-targeted/broad community	Held during meeting of City Council, access available in-person and via online video while also being televised.	One resident provided feedback on the proposed plan as well as the City's CDBG Program.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Non-targeted/broad community	Solicited feedback on draft revised Annual Action Plan. No responses received.	None.	All comments were accepted.	
5	Internet Outreach	Non-targeted/broad community	Request for comments and draft revised Annual Action Plan posted on the City's website.	None.	All comments were accepted.	http://www.ci.pekin.il.us/departments/community_development/
6	Public Hearing	Non-targeted/broad community	To be held during meeting of City Council, access available in-person and via online video while also being televised.	None.	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Pekin will receive an annual allocation for the CDBG program. For the 2022 program year, the City has been notified that it will receive an annual allocation amount of \$464,422. This allocation is similar albeit slightly higher to that of the previous program year and the original Consolidated Plan associated with this program year was adopted using an anticipated annual allocation consistent with the 2021 allocation amount. Should the 2020-2024 Consolidated Plan be amended during the course of the plan, the CDBG department will also amend the anticipated resources to reflect the actual 2023 allocation amount.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	449,333	60,137	210,438	719,908	391,734	Total amount with current-year carryover for the remaining period in the Consolidated Plan is projected to be \$1,111,642.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City's use of CDBG funding for Public Services will leverage the existing resources of community organizations undertaking such programs. The CDBG program does not require matching funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not anticipate using City-owned property to accomplish the projects or activities identified in this plan. In the event that City-owned property is deemed appropriate for use in accomplishing the goals or addressing the needs identified in this or the Consolidated Plan, the City may utilize such property in association with CDBG projects or activities at its discretion.

Discussion

The City does not anticipate using City-owned property to accomplish the projects or activities identified in this plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Address Blighted Property Issues	2020	2024	Non-Housing Community Development	City of Pekin	Demolition of Dangerous and Abandoned Structures	CDBG: \$150,000	Buildings Demolished: 10 Buildings
2	Improve Facility, Utility, and Amenity Access	2020	2024	Non-Housing Community Development	City of Pekin	Public Facilities and Infrastructure	CDBG: \$400,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted

Annual Action Plan
2023

14

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Administration	2020	2024	Planning	City of Pekin	Residential Rehabilitation Public Services Funding Public Facilities and Infrastructure Demolition of Dangerous and Abandoned Structures Fire Response and Prevention Economic Development	CDBG: \$85,000	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Address Blighted Property Issues
	Goal Description	Acquisition, demolition, and/or clearance of abandoned structures that pose a risk to public safety, promote delinquency and/or are considered to threaten neighborhood stability.

2	Goal Name	Improve Facility, Utility, and Amenity Access
	Goal Description	Improving or rehabilitating structures, land parcels, or utilities owned by the City or non-profit organizations in support of a suitable living environment. Activities may include rehabilitation existing infrastructure which benefit individual households in identified geographic areas.
3	Goal Name	Administration
	Goal Description	Costs associated with administering the City's CDBG program including staff hours, office-related expenses, IT-related expenses or other costs not pertaining to a specific activity that may be considered an activity delivery expense.

Projects

AP-35 Projects – 91.220(d)

Introduction

This section of the Annual Action Plan identifies broad project types that will be undertaken during the associated program year. The City retains the discretion to determine what types of activities will be undertaken during the program year that fall under the projects specified in both the Consolidated and Annual Action Plans. Further, the Consolidated Plan provides the framework for projects anticipated to occur during the entire five-year period covered by the plan, which may result in significant differences and variances in the types of projects undertaken from year-to-year. Substantial deviations from either plan as described in the Citizen Participation Plan mandate the adoption of a substantial amendment following the applicable public participation requirements.

Projects

#	Project Name
1	Address Blighted Property Issues
2	Improve Facility, Utility, and Amenity Access
3	Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City considered the findings described in the applicable Consolidated Plan and needs identified by City Staff since the approval of the Consolidated Plan. During the 2023 program year, it is anticipated that utility rehabilitation and demolition needs will be considered priority items in need of being addressed. City staff does not anticipate roadblocks in utilizing CDBG funding to address the specified concerns.

AP-38 Project Summary

Project Summary Information

1	Project Name	Address Blighted Property Issues
	Target Area	City of Pekin
	Goals Supported	Address Blighted Property Issues
	Needs Addressed	Demolition of Dangerous and Abandoned Structures
	Funding	CDBG: \$150,000

Annual Action Plan
2023

17

	Description	Demolition of deteriorated structures on a spot blight basis.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Buildings Demolished: 10 Buildings
	Location Description	City of Pekin
	Planned Activities	Demolition of 10 buildings.
2	Project Name	Improve Facility, Utility, and Amenity Access
	Target Area	City of Pekin
	Goals Supported	Improve Facility, Utility, and Amenity Access

3	Project Name	Administration
	Target Area	City of Pekin
	Goals Supported	Administration

	Needs Addressed	Economic Development Residential Rehabilitation Public Facilities and Infrastructure Public Services Funding Demolition of Dangerous and Abandoned Structures Fire Response and Prevention
	Funding	CDBG: \$85,000
	Description	General administration and program planning costs not necessarily associated with specific activity delivery.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Other: 1 Other
	Location Description	City of Pekin
	Planned Activities	General administration and program planning costs not necessarily associated with specific activity delivery.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There were no specific geographic areas identified during the development of the Consolidated Plan that would suggest a need to prioritize the allocation of CDBG funding to a particular geographic location. While the City does have census tracts at or above the LMI population threshold established by HUD to be considered low- to moderate-income areas (LMA), these areas were not exceptionally higher in LMI or poverty rates as compared to other areas in the City.

Geographic Distribution

Target Area	Percentage of Funds
City of Pekin	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The allocation priorities were based on the data compiled and presented in the 2020-2024 Consolidated Plan.

Discussion

CDBG investments may be made on a citywide basis to address the needs of residents throughout the municipality and within the CDBG Target Area listed in the above section. Most of the City's anticipated activities are not isolated to a particular area or region of the City beyond activities which qualify as a national objective based on area of effect (LMA).

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

To support affordable housing goals, the City will primarily be undertaking activities which provide support to the community such as removing dangerous and abandoned structures, improving infrastructure and improving public facilities. City staff will work to identify alternative funding sources and agency partners to facilitate the improvement of privately- owned residences as has been undertaken historically using CDBG funding.

AP-60 Public Housing – 91.220(h)

Introduction

As discussed in the City Consolidated Plan, the Pekin Housing Authority (PHA) provides housing assistance through the administration of several complexes that provide quality housing to individuals and families that qualify under their income requirements. PHA currently provides housing to 407 individuals in 191 households through their public housing facilities, including 97 families with at least one household member reporting a disability and 31 with at least one household member over the age of 62. The total number of units available is 196 with occupancy at 97.5%.

Actions planned during the next year to address the needs to public housing

The Housing Authority uses its capital funds to maintain the properties based upon an Annual and Five-Year Plan developed by their organization. The Phase II Exterior Door Replacement Project for 22 apartments at the Broadway Apartment Complex is expected to be completed in the spring of 2022. Renovation of the Community Center at the Broadway Complex has been delayed in order to fund higher than expected construction costs of the door project. Future projects include replacement of the boilers at the six story hi-rise, Golden Arms Apartments, completion of the next phase of kitchen upgrades at the Broadway Apartment Complex and renovation of the community center if funds allow.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The PHA has one resident serving on the Board of Commissioners and a Resident Advisory Council that reviews and makes recommendations regarding PHA policies and Capital Plan. The PHA holds numerous resident engagement events. Some notable resident events include Back to School Pool Party, Celebrating Generations Event, Gardening at PHA, PHA Annual Easter Egg Party and Hunt and the PHA School and Supply Registration Event. Besides the website, the Resident Services Coordinator maintains the PHA Facebook page allowing the PHA to communicate with the residents and other interested parties. The PHA also has a “One Call Now” system to send messages to the residents via phone, text or e-mail.

The PHA has a full-time Resident Services Coordinator who assists our residents with a variety of needs. That person arranges events, meets with new residents soon after they move in to make sure they have what they need and understand their relationship with the Housing Authority. PHA also works with the school systems on behalf of our residents.

The PHA completes an annual PHA Plan similar to this document, which outlines their methods of engaging residents. Additionally, the Pekin Housing Authority’s resident services coordinator maintains close contact with the residents to understand their specific needs. Transportation needs are addressed with bus passes. Employment opportunities in the community are shared with the residents.

Occasionally, they are able to advocate for those seeking outside benefits, which will improve their living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Pekin Housing Authority is not considered a troubled public housing provider.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Numerous facilities offer a variety of homeless services in the region. A substantial portion of regionally available resources and programs are directed towards chronically homeless individuals, homeless families, and veterans. Services that are dedicated to assisting unaccompanied youth are limited but providers serving that population frequently collaborate with the State of Illinois Department of Child and Family Services. While the City benefits from the regionally available assistance, there are few organizations operating within the City that provide residents with locally based services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Involvement will continue with the Home for All Continuum of Care and where possible with additional groups that are interested in reaching out to homeless persons and providing support for their needs. The City is a non-voting member of the Home for All Continuum of Care governing board and utilizes this membership to collaborate with community organizations and service providers throughout the region.

Addressing the emergency shelter and transitional housing needs of homeless persons

Involvement will continue with the Home for All Continuum of Care and additional groups that are interested in emergency shelter and transitional housing needs of homeless persons. The City intends to fund community organizations using CDBG funds, which may include outreach to individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are a limited number of facilities that offer emergency or transitional housing services within the City. The CDBG Program Manager participates in the Home for All Continuum of Care as a governing board member to connect and cooperate with area organizations that may be in a position to enhance the availability of services within the City. Some of the agencies currently offering supportive services within the City include the Center for Prevention of Abuse, Salvation Army Rust Center, Pekin Outreach Initiative and Pekin Housing Authority.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The State of Illinois requires that discharge and safety plans ensure suitable housing for patients before discharge. There are regional and local community organizations that offer intermediate and transitional care facilities and housing assistance to prevent homelessness after discharge from medical and mental health institutions.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Tax and building code instruments have the potential to influence the likelihood of residential investment and neighborhood affordability. The City has no specific taxing policies that would negatively impact residential investment or affordability. Housing taxes are based solely on the assessed value of the property. Building code requirements and fees are applied similarly to all types of residential structures and present no unique barriers to development or improvement.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

There are no City policies or fees that are anticipated to diminish the potential return on residential investment.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The City recently purchased a new fire apparatus with the proceeds of a HUD Section 108 Loan. This fire truck will serve a Low- to Moderate Income community in the City.

Actions planned to address obstacles to meeting underserved needs

To improve the situations and living conditions within the community, the City intends to utilize CDBG funding to remove abandoned and dangerous structures, and rehabilitate sewer linings in low- to moderate-income areas.

Actions planned to foster and maintain affordable housing

Demolition of abandoned structures not only protects the public from potentially dangerous situation but also improves the overall condition of neighborhoods allowing homeowners improved access to home equity to finance improvement and maintenance costs. Improved public infrastructure in low- to moderate-income neighborhoods ensures efficient and dependable utility services.

Actions planned to reduce lead-based paint hazards

While the City does not intend to utilize CDBG funding to perform new direct residential rehabilitation services, City staff is seeking out alternative funding methods and potential partnerships as to establish more efficient rehabilitation programs within the community. It is anticipated that any proposed programs in the future will include mitigation of lead-based paint and other hazards.

Actions planned to reduce the number of poverty-level families

As discussed in the Consolidated Plan, the City will reduce the number of families living poverty through multiple programs including community organization grants, demolition, infrastructure improvements and fire-response improvements. Additionally, the City is working on additional grant opportunities and partnerships to introduce an expanded residential rehabilitation program to further support families.

Actions planned to develop institutional structure

The City will continue to collaborate with the Home for All Continuum of Care, Pekin Housing Authority, and other community organizations that provide support to low- and moderate-income households. Through this involvement, the CDBG Program Manager develops networks with regional service providers which in turn allow the City to better refer individuals to appropriate and available resources and foster potential programmatic partnerships.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with the Home for All Continuum of Care, Pekin Housing Authority, and other community organizations that provide support to low- and moderate-income households.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City will attempt to use any income that qualifies as program income prior to drawing entitlement funds. Beginning in PY 2020, the City transitioned to a three-year calculation of the overall 70% LMI benefit occurring from PY 2020 through PY 2022. This means that over the period three-year period, at least 70% of CDBG entitlement funds will meet the national objective of benefitting LMI individuals (not including administrative expenditures).

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of surplus funds from urban renewal settlements	0
3. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	60,137
5. The amount of income from float-funded activities	0
Total Program Income:	60,137

Other CDBG Requirements

1. The amount of urgent need activities	10
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Tina Hauk,

AGENDA ITEM: Resolution No. 8-23/24 Adoption of 20-25 Consolidated Plan and Citizen Participation Plan as Amended

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: To receive CDBG funding, the City must create a 5 year strategic plan called the consolidated plan or Con Plan. The purpose of the Con Plan is to outline the needs in the community and identify proposed goals to be undertaken in the 5 years covered by the plan. This plan was created in 2020. It covers the program years of 2020 through 2024.

A component of the Consolidated Plan is the Citizen Participation Plan. This stand-alone document details how and when the public will have the opportunity to comment on draft HUD documents. This comment period is being changed from 5 days during the pandemic back to 30 days in both documents in accordance with recent HUD guidance.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Continued HUD Funding

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 8-23/24 Adoption of 2020-2025 Consolidated Plan and Citizen Participation Plan as Amended

WHEREAS, the City of Pekin is required to change its 2020-2024 Consolidated Plan and the Citizen Participation Plan in remain in compliance with recent US Department of Housing and Urban Development (HUD) guidance on public comment periods for these plans in order to continue to receive the annual formula allocation of Community Development Block Grant (CDBG) funds administered by HUD; and

WHEREAS, the Consolidated Plan is a strategic planning document used to identify and prioritize the needs of community and the types of activities to be undertaken during each of the associated plan years covered in the program years 2020-2025.

WHEREAS, the Citizen Participation Plan (CCP) is a standalone document outlining the process the City will take to ensure the public has the opportunity to provide input into the development of the 5 year Consolidated Plan and each of the Annual Action Plans. The CCP is a required component of the Consolidated Plan.

WHEREAS, the public comment period in each of the above described documents has been changed from 5 days to 30 days to be consistent with recent HUD guidance.

WHEREAS, the public comment period was advertised in the local paper and on the City website. It began April 17, 2023 and ended May 16, 2023. The 2020-2025 Consolidated Plan and the Citizen Participation Plan are attached as Exhibit A hereto; and

WHEREAS, the City Council finds it is in the best interest of the City and its residents to adopt the attached revised Consolidated Plan and the Citizen Participation Plan which reflects the changes to the required dates.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The revised 2020-2025 Consolidated Plan and Citizen Participation Plan attached hereto as Exhibit A is adopted as presented.

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

MAYOR

ATTEST:

CITY CLERK

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1	BACKGROUND INFORMATION	2
2	ENCOURAGEMENT OF CITIZEN PARTICIPATION	2
3	MINIMUM REQUIREMENTS FOR THE DEVELOPMENT OF THE AFH AND THE CONSOLIDATED PLAN	3
4	CITIZEN PARTICIPATION PLAN REVISIONS, CONSOLIDATED PLAN AMENDMENTS AND AFH REVISIONS	4
5	PERFORMANCE REPORTS	6
6	ANNUAL ACTION PLAN	6
7	PUBLIC HEARINGS/ ADVANCED NOTICE & LOCATIONS/ ACCESSIBILITY/ PUBLIC NOTICES	6
8	ACCESS TO RECORDS	8
9	TECHNICAL ASSISTANCE	8
10	COMPLAINTS	8
11	OTHER REQUIREMENTS	9
12	CONTACT INFORMATION	9
Attachment A	DEFINITIONS	10
Attachment B	WORK FLOW / TIME LINE FOR PLANS	12

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

SECTION 1 - BACKGROUND INFORMATION

The City of Pekin receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) pursuant to Title I of the Housing and Community Development Act of 1974, as amended. The Citizen Participation Plan was prepared in conformance with 24CFR Part 91, Subpart B, 91.105 Citizen Participation plan; local governments as of August 3, 2018. This Plan is a required document as a recipient of HUD funding. This plan is prepared in order to maximize the opportunity for citizen participation in the Community Development Block Grant (CDBG) process.

To facilitate this policy, the City of Pekin has developed and adopted this “CDBG Citizen Participation Plan”. This Plan superseded all other CDBG Citizen Participation Plans which may have been adopted by the City of Pekin and will be utilized in the preparation of the following CDBG required plans: Affirming Fair Housing (AFH), any revisions to the AFH, the multi-year consolidated plan, any substantial amendments to the consolidated plan, annual action plan and the performance report (definitions found in Attachment A).

HUD has provided additional guidance in CPD Notice #23-01 on public comment periods established for the pandemic. In this notice, HUD changes the 5-day comment period back to 30 days. To that end,

- The City will modify its Citizen Participation Plan to reflect the 30 day public comment period.
- The City will concurrently hold the 30 day public comment period for the 2020-2024 Consolidated Plan, the 2023 Annual Action Plan and the amendment to the Citizen Participation Plan.

SECTION 2 –ENCOURAGEMENT OF CITIZEN PARTICIPATION

It is the public policy of the City of Pekin to provide for and encourage citizen participation in the planning, implementation and assessment of our CDBG programs. In undertaking its CDBG programs, the City of Pekin will provide for and strongly encourages citizen participation by all of its citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

The City of Pekin also requests citizen input from low and moderate-income persons, particularly those persons living in areas designated by the City of Pekin as a revitalization area or in a slum and blighted area and in areas where CDBG funds are proposed to be used, and by residents or predominantly low- and moderate-income neighborhoods, as defined by the City of Pekin.

In addition, while in the process of developing and implementing the AFH and the multi-year consolidated plan, the City encourages consultation and participation from local and regional institutions, Continuum of Care, and other organizations (including businesses, developers,

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

nonprofit organizations, philanthropic organizations and community based and faith based

Commencing with multi-year consolidated plans submitted on or after January 1, 2018, such consultation shall include broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies in the process of developing the consolidated plan.

The City of Pekin shall provide information to the Pekin Housing Authority (PHA) about the AFH, Affirmatively Furthering Fair Housing strategy, and multi-year consolidated plan activities related to its developments and surrounding communities so that the PHA can provide this information at their annual public hearing(s). The PHA shall share this information for the participation of residents of public and assisted housing developments (including any resident advisory boards, resident council and resident management corporations), in the process of developing and implementing the AFH and the multi-year consolidated plan, along with other low-income residents of targeted revitalization areas in which the developments are located.

The City of Pekin is open to exploring alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance (e.g. use of focus groups and the Internet). Please share your innovative public involvement ideas with the CDBG Program Manager (contact information located on page 8). All HUD related plans will be made public by posting the final documents on the City of Pekin, IL web page.

SECTION 3 - MINIMUM REQUIREMENTS FOR THE DEVELOPMENT OF THE AFH AND THE CONSOLIDATED PLAN

This plan requires that at or as soon as feasible after the start of the public participation process the City of Pekin will make the HUD-provided data and any other supplemental information the jurisdiction plans to incorporate into its AFH available to its residents, public agencies and other interested parties. HUD provided data will be made available to the public by posting a link to HUD's data web site on the City of Pekin's web page.

Before the City of Pekin adopts a multi-year consolidated plan, it will make available to residents, public agencies and other interested parties information that includes the amount of assistance we expect to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

The City of Pekin is required to publish the proposed AFH and the proposed multi-year consolidated plan in a manner that affords its residents, public agencies and other interested parties a reasonable opportunity to examine its content and to submit comments.

The City of Pekin will publish a summary of each document that describes the content and purpose of the AFH or the multi-year consolidated plan (as applicable), and must include a list of the locations where copies of the entire proposed document may be examined. In addition, the City of Pekin will provide a reasonable number of free copies (not to exceed ten

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

(10)) of the multi-year consolidated plan or the AFH (as applicable) to residents or groups that request it.

One (1) public hearing will be held during the development of the AFH or the multi-year consolidated plan.

A period of not less than 30 calendar days, will be provided publicly to receive comments from residents in the community on the multi-year consolidated plan or the AFH. Please see Attachment B for the work flow of the multi-year consolidated plan.

In addition, our plan to minimize displacement of persons and to assist any persons displaced, will utilize CDBG funds on a case-by-case basis to persons displaced through CDBG programs, even though we expect no displacement to occur.

SECTION 4 – CITIZEN PARTICIPATION PLAN REVISIONS, CONSOLIDATED PLAN AMENDMENTS AND AFH REVISIONS

Citizen Participation Plan revisions

A reasonable opportunity to comment on the original citizen participation plan and on substantial amendments to the citizen participation plan will be provided by the City of Pekin. A 30 day public notice, a public hearing and a 30 day comment period is required for a revision to the Citizen Participation plan.

Criteria requiring an amendment for the multi-year consolidated plan or annual action plans:

The City of Pekin shall amend its multi-year consolidated plan or annual action plan whenever it makes one of the following decisions which would indicate a “substantial change” - identified by the City of Pekin to be a twenty-five percent (25%) change in a quantifiable factor. Criteria constituting a substantial change in the planned or actual activities include the following:

1. Substantial change in the use of CDBG funds from one eligible activity to another;
2. Substantial change in its allocation priorities or a change in the method of distribution of funds;
3. The funding of a totally new activity - to carry out an activity, using funds from any program covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD), not previously described in the action plan; or
4. Any change of purpose, scope, location or benefactor of existing project.

Submission of amendment/revision to HUD

Upon completion, the City of Pekin must make the amendment/revision public and must notify HUD that an amendment/revision has been made. The City of Pekin may submit a copy of each amendment/revision to HUD as it occurs, or at the end of the program year. Letters transmitting copies of amendments/revisions must be signed by the official representative of the City of Pekin authorized to take such action.

The City of Pekin must ensure that amendments to the plan are consistent with its certification to

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

affirmatively further fair housing and the analysis and strategies of the AFH.

Criteria for revision to the AFH

Minimum criteria for revising the AFH. An AFH previously accepted by HUD must be revised and submitted to HUD for review under the following circumstances:

- A material change occurs. A material change is a change in circumstances in the jurisdiction of a program participant that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances.
 - Significant demographic changes; new significant contributing factors in the participant's jurisdiction; and civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders
 - Such revision shall be submitted within 12 months of the onset of the material change, or at such later date as HUD may provide. Where the material change is the result of a Presidentially declared disaster, such time shall be automatically extended to the date that is 2 years after the date upon which the disaster declaration is made, and HUD may extend such deadline, upon request, for good cause shown.
 - Preparing and submitting amended analyses, assessments, priorities, and goals that take into account the material change, including any new fair housing issues and contributing factors that may arise as a result of the material change. A revision may not necessarily require the submission of an entirely new AFH. The revision need only focus on the material change and appropriate adjustments to the analyses, assessments, priorities, or goals.
- **Upon HUD's written notification specifying a material change that requires the revision.**
 - HUD will specify a date by which the City of Pekin must submit the revision of the AFH to HUD, taking into account the material change, the program participant's capacity, and the need for a valid AFH to guide planning activities.

HUD may extend the due date upon written request by the program participant that describes the reasons the program participant is unable to make the deadline.

- On or before 30 calendar days following the date of HUD's written notification under this section, the program participant may advise HUD in writing of its belief that a revision to the AFH is not required. The program participant must state with specificity the reasons for its belief that a revision is not required. HUD will respond on or before 30 calendar days following the date of the receipt of the program participant's correspondence and will advise the program participant in writing whether HUD agrees or disagrees with the program participant. If HUD disagrees, the program participant must proceed with the revision. HUD may establish a new due date that is later than the date specified in its original notification.

Submission to HUD of the revised AFH.

Upon completion, any revision to the AFH must be made public and submitted to HUD at

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

the time of the revision.

Reasonable notice and an opportunity to comment.

The City of Pekin will publish a summary of the proposed HUD CDBG Plan in one or more newspapers of general circulation 3 days before the public comment period commences. A public comment period, of not less than 30 calendar days, will be provided to receive comments on the consolidated plan substantial amendment or any revision to the AFH before the consolidated plan substantial amendment is implemented or the revised AFH is submitted to HUD for review.

SECTION 5 - PERFORMANCE REPORTS

Unless HUD indicates otherwise, the performance report must be submitted to the HUD Chicago IL office for review and approval 90 days after the end of their annual program year (May 1 to April 30); which would be July 29th. Please see Attachment B for the work flow of the Performance Review Plan.

This report shall minimally be prepared and made available to citizens, public agencies and other interested parties with all CDBG activity occurring through the last day of the program year. A 15 day public comment period and one public hearing are required. Note that, while the PER reports on activities and accomplishments taking place during the program year, the report is structured to show how funding from each annual grant was spent during that period.

SECTION 6 – ANNUAL ACTION PLAN

Unless HUD indicates otherwise, the Annual Action Plan must be submitted to the HUD Chicago, IL office for review and approval at least 45 days before the start of the City of Pekin's program year (May 1st to April 30th); which would be March 16th. Please see Attachment B for the work flow of the Annual Action Plan.

This report shall minimally be prepared and made available to citizens, public agencies and other interested parties with the amount of grant funds and program income expected to be received by HUD program(s), the range of eligible activities, and the estimated activities that will benefit low and moderate income persons. A 30 day public comment period and one public hearing are required.

SECTION 7 – PUBLIC HEARINGS/ ADVANCED NOTICE & LOCATIONS/ ACCESSIBILITY/ PUBLIC NOTICES

All HUD CDBG plans require the City of Pekin to consider any comments or views of residents of the community received in writing, or orally at public hearings, if any, in preparing the HUD CDBG reports. A summary of these comments or views, shall be attached to the reports when submitted to HUD.

Public Hearings –

Consolidated plan

- At least two (2) public hearings per year to obtain residents' views and to respond to proposals and questions, to be conducted at a minimum of two (2) different stages of the

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

program year. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing consistent with the AFH and a review of program performance.

- During a program year when the consolidated plan has already been approved, this will be accomplished by the City of Pekin holding a public hearing to obtain residents' views and to respond to proposals and questions for the Annual Action Plan and the Performance Review plan (Consolidated Annual Performance Evaluation Report / CAPER).
- During a program year when the consolidated plan is being submitted to HUD for approval, this will be accomplished by the City of Pekin holding a public hearing before the consolidated plan is published for comment and a public hearing once during the public comment period.
- To obtain the views of residents of the community on housing and community development needs, including priority non-housing community development needs and affirmatively furthering fair housing, the citizen participation plan must provide at least one of these hearings is held before the proposed consolidated plan is published for comment.

Assessment of Fair Housing

- To obtain the views of the community on AFH related data and affirmatively furthering fair housing in the jurisdiction's housing and community development programs, the citizen participation plan must provide that at least one public hearing is held before the proposed AFH is published for comment.

Advanced notice, Availability of Plans to the Public & Meeting locations -

HUD has provided certain statutory waivers associated with the CARES Act allowing the City to provide the residents the opportunity to comment and attend the virtual hearing(s) via teleconferencing software. The City of Pekin will also provide the CDBG plans and summaries as described in this section via the City of Pekin website.

The City of Pekin will publish a summary of the proposed HUD CDBG Plan in one or more newspapers of general circulation 3 days before the public comment period commences.

The City of Pekin will provide that the HUD CDBG plans will be available to the public, including the availability of materials in a form accessible to persons with disabilities and non-English speaking residents, upon request. Plans will be available to the public via the City of Pekin website. Residents and groups may request copies of the plan by contacting the CDBG Program Manager.

Public Hearings for the Annual Action Plan and Performance Review Plan, when required for the HUD CDBG plans, will be held at the regularly scheduled Council meetings (2nd and 4th Monday of the month, at 5:30 pm) at City Hall Council Chambers, a handicapped accessible location; at 111 S. Capitol, Pekin, IL 61554.

The public hearings to be held prior to the Consolidated plan and AFH is published for comment

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

will occur and be held at a time and date to be announced at City Hall Council Chambers. Notification will occur by publishing a summary in one or more newspapers of general circulation. Please see Attachment B for a work flow summary.

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City of Pekin City Clerk at least 48 hours in advance of the scheduled meeting. The City Clerk office can be reached in person at 111 S. Capitol, 2nd floor; via telephone 309-478-5357 or TDD or via e-mail at clerk@ci.pekin.il.us. Every effort will be made to allow for meeting participation. Any individual requesting an Interpreter should contact Advocates for Access or utilize Google translator web application.

SECTION 8 - ACCESS TO RECORDS

The City of Pekin will provide residents of the community, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City of Pekin's AFH, consolidated plan, and use of assistance under the programs covered by this part during the preceding five (5) years.

SECTION 9 - TECHNICAL ASSISTANCE

The City of Pekin will provide technical assistance to groups representative of persons of low- and moderate-income that request such assistance in commenting on the AFH and in developing proposals for funding assistance under any of the programs covered by the multi-year consolidated plan, with the level and type of assistance determined by the City of Pekin. The assistance need not include the provision of funds to the groups.

SECTION 10 - COMPLAINTS

Complaints received by the CDBG Program Manager related to the consolidated plan, amendments, AFH, revisions, and the performance report will be processed by the following:

A. Complaint:

1. The complaint shall be provided to the CDBG Program Manager in writing or verbal.
2. The CDBG Program Manager, or his or her designee, shall meet in person or by telephone with the complainant to attempt to resolve the complaint within five (5) business days. The CDBG Program Manager may have one five (5) business day extension of this requirement upon written notification to the complainant.

B. Response:

1. Within five (5) business days of the meeting or phone call, the CDBG Program Manager shall submit a written response to the complainant which shall include a description of the corrective action to be taken (if any) and the projected time-table for taking the action. The CDBG Program Manager may have one five (5) business day extension of this requirement upon written notification to the complainant.

C. Appeal:

1. The complainant may appeal the decision of the CDBG Program Manager to the City Manager.

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

2. The City Manager shall submit a written response to the complainant within five (5) business days of receiving the complaint, which shall include a description of the corrective action to be taken (if any) and the projected time-table for taking the action. The City Manager may have one five (5) business day extension of this requirement upon written notification to the complainant.

E. Record keeping:

1. The CDBG Program Manager shall keep a record of all complaints, investigations and responses.
2. The City Manager shall provide a copy of his or her written response to the CDBG Program Manager.

SECTION 11 – OTHER REQUIREMENTS

The City of Pekin must follow its citizen participation plan.

The requirements for the citizen participation do not restrict the responsibility or authority of the jurisdiction for the development and execution of its consolidated plan or AFH.

SECTION 12 - CONTACT INFORMATION

CDBG program including citizen participation in the community development process should be directed to the CDBG Program Manager - City of Pekin, Room 244, 111 S. Capitol, Pekin, IL 61554. (309) 478-5356; fax: (309) 346-2095; or HUD@ci.pekin.il.us.

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

ATTACHMENT A - DEFINITIONS

HUD / United States Department of Housing and Urban Development

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination, and transform the way HUD does business.

CDBG / Community Development Block Grant

The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; **42 U.S.C.-530.1** et seq.

HUD CDBG plans

Multi-year Consolidated plan as adopted, consolidated plan substantial amendments, HUD-accepted AFH, revisions to the AFH, annual action plan and the performance review report.

Consolidated plan

The 3- to 5-year Consolidated Plan describes a jurisdiction's community development priorities and multiyear goals for using CDBG, Emergency Shelter Grants, Emergency Solutions Grants (ESG), HOME, and HOPWA. Priorities and goals are based on an assessment of housing and community development needs, an analysis of housing and economic market conditions and available resources. Grantees are required to submit their multi-year Consolidated Plan to HUD 45 days before the start of their annual program year. A 30 day public comment period and two public hearings are required – a public hearing before the plan is published for comment and the second public hearing during the public comment period.

(<https://www.hudexchange.info/programs/consolidated-plan/>)

Assessment of Fair Housing (AFH) / Affirmatively Furthering Fair Housing AFFH / Analysis of Impediments to Fair Housing (AI)

A legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been in the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's AFFH rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development." (<https://www.hudexchange.info/programs/affh/>)

Annual Action Plan

The Consolidated Plan is carried out through Annual Action Plans. Action Plans prepared by entitlement grantees provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Grantees are required to submit their Annual Action Plan to HUD 45 days before the start of their annual program year. A 30 day public comment period and one public hearing are required during the public comment period.

Performance Review plan (Consolidated Annual Performance Evaluation Report / CAPER)

State and local governments that receive CDBG, Emergency Shelter Grants, Emergency Solutions Grants (ESG), HOME, and HOPWA funds report all activity occurring through the last day of the program year in the Consolidated Annual Performance and Evaluation Report (CAPER). Grantees are required to submit their CAPER to HUD within 90 days after the end of their annual program year. A 15 day public comment period and one public hearing are required during the public comment period. Note that, while the PER reports on activities and accomplishments taking place during the program year, the report is structured to show how funding from each annual grant was spent during that period.

City of Pekin program year - May 1 thru April 30th

Amendment/Revision – a substantial change to a HUD approved plan

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

ATTACHMENT B – WORK FLOW / TIME LINE FOR PLANS

Consolidated plan (5 year)

Unless indicated by HUD otherwise, the following is the process for the 5-year Consolidated Plan and Annual Action Plan with calendar dates for program year 2020 as an example:

5 Year Consolidated Plan Steps	HUD Program Year 2020-2024
The 5 Year Consolidated Plan and Annual Action Plan will be prepared	September 2019 thru March 2020
Send the Pekin Daily Times newspaper a legal notice on Monday of this week. In addition, post notice on City of Pekin web site for a public hearing to be held before the proposed consolidated plan is published for comment.	December 23, 2019
Prepare Request for Council Action form for public hearing at Council meeting. Due to City Clerk on:	January 7, 2020
A public hearing will occur at the first Council meeting in January to obtain the views of residents of the community on housing and community development needs, including priority non-housing community development needs and affirmatively furthering fair housing,	January 13, 2020
Continued work on the 5 Year Consolidated Plan and Annual Action Plan incorporating comments from the public hearing.	
Send the Pekin Daily Times newspaper a legal notice for the public comment period. In addition, post notice on City of Pekin web site.	January 15, 2020
The City of Pekin will publish a summary of the proposed Plan in one or more newspapers of general circulation two weeks (14 calendar days) before the public comment period commences	January 23, 2020
Plans are published for comments (hard copies at City of Pekin and website, Pekin Library and Pekin Housing Authority)	February 6 to March 6, 2020
A minimum of a 30 day public comment period (ending the Friday before the 1 st Council meeting of the month)	

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

Prepare Request for Council Action form for public hearing at Council meeting. Due to City Clerk on:	February 18, 2019
One public hearing will occur at the second Council meeting in February.	February 24 th , 2020
Prepare Request for Council Action form for Annual Action Plan to be voted on at Council meeting. Due to City Clerk on:	March 3, 2019
The first Council meeting on March, the Annual Action Plan will be presented to City Council for recommended approval.	March 9, 2020
Final preparations to the Council approved Annual Action plan to be sent to HUD (including entry and submittal in IDIS; FedEx the Certificates, SF-424 with part D).	March 10-12 th , 2019
5-year Consolidated plan and Annual Actin plan due to HUD at least 45 days before the start of the City of Pekin's program year - March 16th.	Friday, March 13 th , 2020

Annual Action plan

Unless indicated by HUD otherwise, the following is the process for the Annual Action Plan with calendar dates for program year 2019 as an example:

Annual Action Plan Steps	HUD Program Year 2019
The Annual Action Plan will be prepared	December 2018 thru March 2019
Send the Pekin Daily Times newspaper a legal notice on Monday of this week. In addition, post notice on City of Pekin web site.	January 15, 2019
The City of Pekin will publish a summary of the proposed Plan in one or more newspapers of general circulation at least three calendar days before the public comment period commences.	January 23, 2019
Annual Action Plan is published for comments (hard copies at City of Pekin and website, Pekin Library and Pekin Housing Authority)	

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

A minimum of a 30 day public comment period (ending the Friday before the 1 st Council meeting of the month or 30 calendar days from the start of the comment period).	February 6 to March 8, 2019
Prepare Request for Council Action form for public hearing at Council meeting. Due to City Clerk on:	February 19 th , 2019
One public hearing will occur at the second Council meeting in February.	February 25 th , 2019
Prepare Request for Council Action form for Annual Action Plan to be voted on at Council meeting. Due to City Clerk on:	March 5 th , 2019
The first Council meeting on March, the Annual Action Plan will be presented to City Council for recommended approval.	March 11, 2019
Final preparations to the Council approved Annual Action plan to be sent to HUD (including entry and submittal in IDIS; FedEx the Certificates, SF-424 with part D).	March 12-14 th , 2019
Annual Actin plan due to HUD at least 45 days before the start of the City of Pekin's program year - March 16th.	Friday, March 15 th , 2019

Performance Review plan (Consolidated Annual Performance Evaluation Report / CAPER)

Unless indicated by HUD otherwise, the following is the process for the Performance Review Plan with calendar dates for program year 2018 as an example:

Performance Review Plan Steps	HUD Program Year 2018
The Performance Review Plan will be prepared	May 1 – July 29, 2019
Send the Pekin Daily Times newspaper a legal notice on Monday of this week. In addition, post notice on City of Pekin web site.	May 29, 2019
The City of Pekin will publish a summary of the proposed Plan in one or more newspapers of	June 5, 2019

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

general circulation two weeks (14 calendar days) before the public comment period commences	
Performance Review Plan is published for comments by public comment period begin date (hard copies at City of Pekin and website, Pekin Library and Pekin Housing Authority)	
A minimum of a 15 day public comment period (ending the Friday before the 1 st Council meeting of the month)	June 19 to July 5, 2019
Prepare Request for Council Action form for public hearing at Council meeting. Due to City Clerk on:	June 18, 2019
One public hearing will occur at the second Council meeting in February.	June 24, 2019
Prepare Request for Council Action form for Performance Review Plan to be voted on at Council meeting. Due to City Clerk on:	July 2, 2019
The first Council meeting on July, the Performance Review plan will be presented to City Council for recommended approval.	July 8 th , 2019
Final preparations to the Council approved Performance Review plan to be sent to HUD (including entry and submittal in IDIS).	July 9-28, 2019
Performance Review plan due to HUD 60 days after the end of the City of Pekin's program year – July 29th.	July 29 th , 2019



COMMUNITY DEVELOPMENT BLOCK GRANT 2020-2024 CONSOLIDATED PLAN

City of Pekin, Illinois
111 South Capitol Street, Pekin, Illinois 61554

TABLE OF CONTENTS

Executive Summary	1
ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b).....	1
The Process	6
PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)	6
PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)	7
PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)	14
Needs Assessment	19
NA-05 Overview	19
NA-10 Housing Needs Assessment - 24 CFR 91.205 (a, b, c)	20
NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2).....	27
NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)	30
NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2).....	33
NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)	34
NA-35 Public Housing – 91.205(b).....	35
NA-40 Homeless Needs Assessment – 91.205(c)	40
NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)	43
NA-50 Non-Housing Community Development Needs – 91.215 (f)	45
Housing Market Analysis	47
MA-05 Overview	47
MA-10 Number of Housing Units – 91.210(a)&(b)(2)	48
MA-15 Housing Market Analysis: Cost of Housing - 91.210(a).....	50
MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)	53
MA-25 Public and Assisted Housing – 91.210(b).....	56
MA-30 Homeless Facilities and Services – 91.210(c)	60
MA-35 Special Needs Facilities and Services – 91.210(d)	62
MA-40 Barriers to Affordable Housing – 91.210(e).....	64
MA-45 Non-Housing Community Development Assets – 91.215 (f)	65

MA-50 Needs and Market Analysis Discussion	72
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)	73
MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)	74
Strategic Plan	75
SP-05 Overview	75
SP-10 Geographic Priorities – 91.215 (a)(1)	76
SP-25 Priority Needs - 91.215(a)(2)	77
SP-30 Influence of Market Conditions – 91.215 (b)	81
SP-50 Public Housing Accessibility and Involvement – 91.215(c)	94
SP-55 Barriers to affordable housing – 91.215(h)	95
SP-60 Homelessness Strategy – 91.215(d)	96
SP-65 Lead based paint Hazards – 91.215(i)	97
SP-70 Anti-Poverty Strategy – 91.215(j)	98
SP-80 Monitoring – 91.230.....	99
Expected Resources	100
AP-15 Expected Resources – 91.220(c)(1,2).....	100
Annual Goals and Objectives	104
Projects	108
AP-35 Projects – 91.220(d)	108
AP-38 Project Summary	110
AP-50 Geographic Distribution – 91.220(f)	120
Affordable Housing	121
AP-55 Affordable Housing – 91.220(g)	121
AP-60 Public Housing – 91.220(h)	122
AP-65 Homeless and Other Special Needs Activities – 91.220(i)	124
AP-75 Barriers to affordable housing – 91.220(j).....	126
AP-85 Other Actions – 91.220(k).....	127

Program Specific Requirements	128
Appendix – Alternate/Local Data Sources	129

EXECUTIVE SUMMARY

ES-05 EXECUTIVE SUMMARY - 24 CFR 91.200(C), 91.220(B)

1. Introduction

Amendment II Introduction: The City of Pekin is amending its 2020-2024 Consolidated Plan to reflect new guidance from HUD (CPD Notice 23-01) to change the public comment period from 5 days to 30 days. As the Citizen Participation Plan is a component of as well as a stand-alone document, it will be amended to mirror these changes as well.

Amendment I Introduction: The City of Pekin is amending its 2020-2024 Consolidated Plan to primarily shift funding from Fire Response and Prevention to Public Facilities and Infrastructure and ensure consistency between the 2020 and 2021 Action Plans and this Consolidated Plan. Additionally, this amendment includes the use of the Section 108 Loan Guarantee Program as described in 24 CFR 570.704 for Fire Response and Prevention as well as Public Facilities and Infrastructure in lieu of the utilization of entitlement funds. Specifically, financing through the Section 108 program will be used to facilitate the purchase of a new fire apparatus, and in a separate loan application to HUD, will also be used to pay for fire station design and construction costs for one or more community fire stations that service CDBG eligible areas.

After the submission of the 2021 Annual Action Plan, it was determined that the delivery timeframe for the intended purchase of a fire apparatus under the Fire Response and Prevention project in the City's original 2021 AAP is in excess of 12 months which would be more appropriately financed through the Section 108 Loan Guarantee Program. Further, additional needs and expenses were identified associated with the construction and improvement of community fire stations which have also been deemed a beneficial and eligible use of the loan guarantee program as opposed to the use of entitlement funds.

The City of Pekin, per the City's Citizen Participation Plan requirements, determined that a substantial amendment was required to make proposed changes to the Consolidated Plan document. In keeping with these requirements, a legal notice was published on January 29, 2021 inviting the public to participate in a public comment period occurring from February 4, 2021 through February 8, 2021 and explained that a public hearing was scheduled for February 8, 2021 during the regularly scheduled City Council meeting. The substantial amendment was required to make the following significant changes to the Consolidated Plan:

- **PR-15:** Addition of citizen participation outreach and response associated with Amendment I.
- **SP-25:** Modification of priority needs.
- **SP-35:** Modification of anticipated resources including CDBG-CV3 and correction to annual allocation.
- **SP-45:** Modification of goals and allocated funding.
- **SP-70:** Addition of language to include assistance via emergency payments.
- **AP-15:** Modification of anticipated resources including CDBG-CV3 and correction to annual allocation.
- **AP-20:** Modification of goals and allocated funding.
- **AP-35:** Modification of projects and allocated funding.
- **AP-38:** Modification of projects and allocated funding.

Modifications under this amendment will be indicated as “Amendment I” in **bold** font and strikethroughs for any removed portions of the document. The following pages are original to the 2020-2024 Consolidated Plan and have not been modified in association with amendment actions unless indicated as described.

Plan Introduction: The purpose of the Community Development Block Grant (CDBG) program is to enable local governments, such as the City of Pekin, to develop viable urban communities for individuals with low- to moderate-income by providing decent housing, a suitable living environment and expanding economic opportunities. As a requirement of receiving CDBG funds from the Department of Housing and Urban Development (HUD), the City is required to develop a multi-year plan that describes identified needs within the community, provides a foundational strategy to address those areas of concern and sets goals to determine if those needs have been adequately addressed using the available resources.

In addition to the Consolidated Plan, the City also completes two documents on an annual basis to provide the public with information on how CDBG funds will be used and a summary of the accomplishments that resulted from those expenditures. The Annual Action Plan describes the specific projects for the upcoming program year that will be undertaken to incrementally accomplish the goals indicated in the Consolidated Plan. The Consolidated Annual Performance and Evaluation Report (CAPER) provides a detailed look at how the City spent the CDBG allocation and quantifies the individuals and/or households that benefitted from the City’s CDBG-funded projects.

When determining whether a project meets the eligibility requirements for CDBG funding, the City must ensure that the activity will meet one of three HUD-specified objectives:

- Benefit to low- and moderate-income (LMI) persons;
- Aid in the prevention or elimination of slums or blight; or
- Meet a need having a particular urgency.

In addition to meeting an overall national objective, each project must also qualify as an allowable activity described in Title 24 of the Code of Federal Regulations (CFR). Many of the allowable activities are listed in 24 CFR § 570.201. Additionally, 24 CFR § 570.207 contains a list of specific ineligible activities thereby further restricting the variety of allowable projects.

During the development of the Consolidated Plan, the City utilized data provided by HUD and the US Census Bureau to identify areas of need within the community. The City also solicited feedback from residents, community organizations and City staff to arrive at actionable conclusions. Community feedback is particularly valuable in that many of the respondents are they themselves, or advocates for, the intended beneficiaries of the City’s CDBG funding allocation.

To encourage resident feedback in the development of the City’s Consolidated Plan, the City created an electronic survey for residents and made the equivalent paper survey available upon request. The City directly engaged with known community organizations using an alternate survey form to solicit feedback and help identify the City’s greatest perceived needs. In addition to direct contact, the City also distributed the survey to numerous non-profit and faith-based organizations utilizing the Heart of Illinois Continuum of Care’s general and governing membership mailing list.

The Consolidated Plan may be modified during the performance period to reflect additional identified needs, changing conditions and shifting priorities. While no substantial changes are anticipated, such changes may be introduced through the amendment process outlined in the City's Citizen Participation Plan (CPP).

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City is committed to supporting employees who work in the City and the businesses that employ them. In response to the COVID-19 outbreak and the business restrictions associated with that event, the City has determined that a priority need exists to provide funding to small businesses. A significant amount of the CDBG allocation for the first program year will be designated to undertake such efforts. Given the unpredictable nature of this event, the City expects to amend this Plan to retain flexibility in addressing the needs of the City and its residents.

Based on the thorough review of available data, community feedback and the expertise of City staff, the City has identified the following objectives to be achieved using CDBG funds during the lifecycle of the Consolidated Plan:

1. Provide funding to sustain local businesses and provide employment opportunities for workers to encourage recovery and stability during and after the COVID-19 pandemic.
2. Preserve and expand programs carried out by community organizations through the provisioning of grant funds thereby leveraging their specialized experience to support residents.
3. Improve public and non-profit facilities and infrastructure to contribute to the efficient delivery of public services to City residents.
4. Reduce the number of abandoned properties within the City to promote the health and safety of residents, stabilize land values and reduce the likelihood of delinquency.
5. Support homeowners through residential repair and improvement programs to reduce the expense of homeownership and prevent displacement.
6. Ensure reliable and effective fire safety services are offered including response and prevention.

3. Evaluation of past performance

During the previous Consolidated Plan period, the City demonstrated progress towards meeting the program's goals and objectives. The City conducted numerous residential repair and improvement projects, funded community organizations that provide direct support to residents, completed several public infrastructure projects, and successfully removed several dangerous structures consistent with the priority needs identified in the governing Consolidated and Annual Action Plans.

During the period covered by this Consolidated Plan, the City will strive to enhance the efficiency of how CDBG funds are administered and will also look to expand the variety of activities undertaken using those funds. The addition of new activity types requires not only extensive research to ensure all applicable regulations are considered but the City is also required to establish unique policies and procedures for each category of activities which further complicates the introduction of such significant changes.

4. Summary of citizen participation process and consultation process

During the formulation of any Annual or Consolidated Plan, the City provides a period for public review. Citizen participation is an integral part of the planning process and the City welcomes any constructive input from its residents, community organizations and businesses. The City's website provides access to all CDBG-related reporting documents that are prepared for public review. The City also ensures the availability of the Annual or Consolidated Plans to residents in both paper and electronic formats upon request. The City's CDBG Program Manager promotes participation by all City residents; however, additional efforts will be made as possible to encourage engagement of individuals with low- to moderate-income.

The City distributed a resident survey web link in the narrative of the wastewater billing mailer processed in March of 2020. This mailer is sent to all property owners with utility services within the City. Additionally, the survey link was provided on the City's website and posted numerous times on the City's Facebook page. A paper version of the survey was also made available to all interested individuals upon request. The survey requested feedback on the prioritization of CDBG activities, priority needs within the community, and contained supplementary questions to gauge the respondent's overall knowledge and/or exposure to CDBG activities.

The City directly engaged with community organizations using an alternate survey form to solicit feedback and help identify the City's greatest perceived needs. In addition to direct contact, the City also distributed the survey link to numerous non-profit and faith-based organizations utilizing the Heart of Illinois Continuum of Care's general and governing membership mailing list.

The City has adopted a Citizen Participation Plan (CPP) which outlines the requirements for public hearings and when additional hearings are necessary due to substantial amendments to the Consolidated and Annual Action Plans. Consistent with the City's CPP, a public hearing was held to answer questions and obtain feedback from attendees on the draft version of the Consolidated Plan. Due to the impact of the COVID-19 outbreak, the public hearing was held virtually using Zoom teleconferencing software. Additional information about the CPP is located in sections PR-10 and PR-15 of this document.

5. Summary of public comments

The City of Pekin conducted two public hearings and a public comment period to provide the opportunity for input on the proposed 2020 Consolidated Plan. No comments were received specific to the Consolidated Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

Feedback was encouraged and no feedback or comments were rejected.

7. Summary

This document serves as the application to the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG). The City will focus on funding activities that will effectively carry out the goals identified in this Plan and are consistent with the national objectives as described by HUD.

The Consolidated Plan is utilized as an overall roadmap to administer the City's CDBG funds in a manner that ensures that City residents receive the most possible benefit from the limited resources available, with particular emphasis on supporting residents who have low- to moderate-income. During the 5 years covered in this Plan, the

City will not only continue many of the activities it has traditionally funded but will also work to identify new needs and methods of meeting such needs. The 5-Year Consolidated Plan includes the Annual Action Plan for the 2020-2021 program year, which can be found beginning in section AP-15 of this document.

THE PROCESS

PR-05 LEAD & RESPONSIBLE AGENCIES 24 CFR 91.200(B)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PEKIN	City of Pekin

Table 1 – Responsible Agencies

Narrative

The CDBG Program Manager is responsible for the preparation of all CDBG-related plans and reports including the Consolidated Plan, Annual Action Plan, and CAPER. The CDBG Program Manager also identifies and monitors CDBG-funded activities, ensuring compliance with federal regulations applicable to the use of such funds. The CDBG Program Manager collaborates with City staff and outside entities to promote a uniform understanding of CDBG regulations and awareness of CDBG-funded assistance programs.

Consolidated Plan Public Contact Information

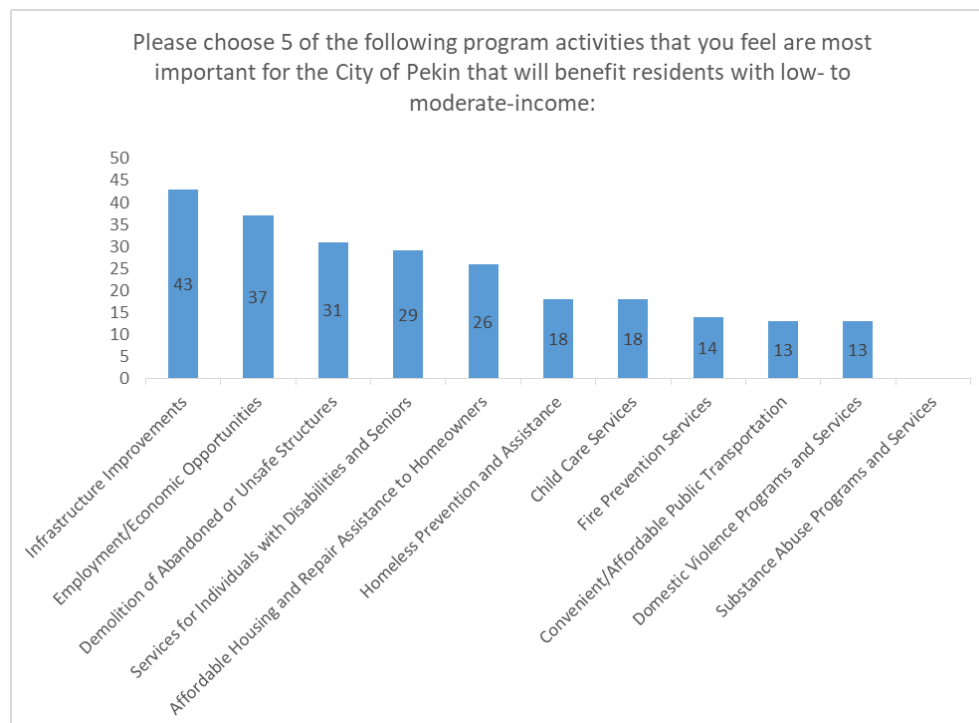
Tina Hauk (CDBG Program Manager)
 City of Pekin
 111 S. Capitol Street
 Pekin, IL 61554
 E-Mail: tlhauk@ci.pekin.il.us

PR-10 CONSULTATION – 91.100, 91.110, 91.200(B), 91.300(B), 91.215(I) AND 91.315(I)

1. Introduction

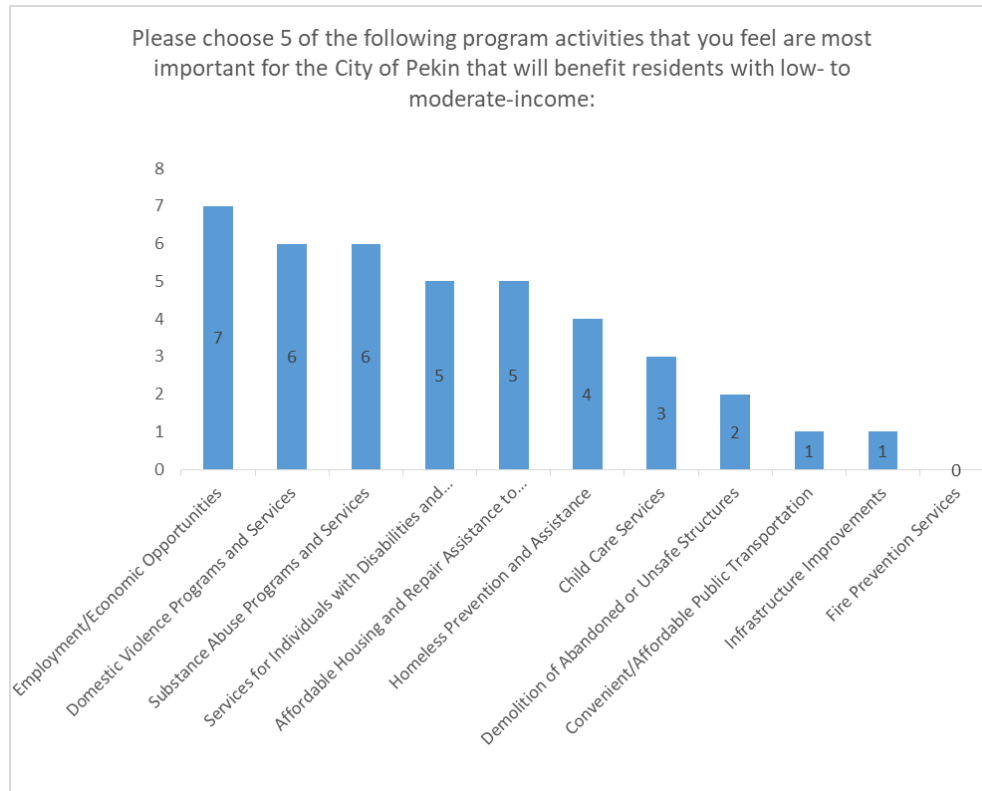
The City has adopted a Citizen Participation Plan (CPP) that describes when the City should hold public hearings and when other consultations are recommended or required. During the creation of this Plan, the City made significant efforts as described in the CPP to encourage the submission of suggestions, comments or concerns by residents and community organizations. In addition to holding the public hearings required in the CPP, the City also solicited feedback from residents and non-profit organizations using electronic and paper surveys. The City also directly solicited feedback from non-profit organizations known to be operating within the City.

Resident Survey: The City solicited responses to a multiple-choice survey consisting of 8 questions available in both paper and electronic formats. The survey was focused on assessing the perceived priority needs and activity preferences of the respondent. The survey also contained an open-ended question to determine if the individual had ever knowingly benefitted from a CDBG-funded project which will allow the City to better assess resident awareness of the CDBG program going forward from plan-to-plan.



Source: CDBG 2020 Resident Survey Results as of April 14, 2020

Community Organization Survey: An alternative survey, also containing 8 questions, was distributed through e-mail to community organizations that are known to have locations operating within the City. While additional community organizations may have coverage areas that geographically includes the City, the City directly contacted only the organizations that have a known physical office/servicing location within the City limits as to ensure a uniform distribution of solicitations. The largely open-ended survey requested feedback on the priority of identified needs, the suggestion of new needs and feedback on how the City can support the organizations working within the community.



Source: CDBG 2020 Community Organization Survey Results as of April 14, 2020

The community organization survey also asked participants to explain if their organization had been impacted by Pekin's CDBG funding in the past:

"CDBG has allowed us to serve meals on wheels to home bound seniors who do not have access to nutritious food or don't have the ability to prepare nutritious food."

"Provided emergency shelter for Pekin residents fleeing domestic violence Assisted Pekin residents to obtain orders of protection against abusive partner."

"In previous years we have received funding for bus passes which allowed us to help families have transportation to work, doctor appointments and interviews. We also received funding for our Rust Transitional Center (Homeless Shelter) where we are able to provide a safe place for men, women and families to stay while they work on goals to create self-sufficiency."

"CDBG funds helped the YWCA provide the following services to low-income residents of Pekin's Housing Authority. The YWCA offered to women of the Housing Authority a course in Healthy Lifestyles. During this course, women were given instruction in how to shop, prep meals and eat healthily on a limited budget, and they were provided instruction on how to maintain an active lifestyle without joining a gym. Secondly, with CDBG funds, the YWCA was able to offer to children who reside at the Housing Authority a summer program called Kids' Fun Days. Students came to the YWCA for a literacy lesson, an art lesson and to swim. Additionally, last year students were treated to a field trip to the Peoria Riverfront Museum."

"Pekin CDBG funding assisted in our Ready to Work financial stability program which helped individuals remove legal barriers that were enabling them to obtain gainful employment."

Public Hearings: The City held public hearings on April 27, 2020 and May 4, 2020 to provide an opportunity for public engagement and increased community awareness of CDBG activities. Both hearings were held during City Council meetings via Zoom teleconferencing software. The public was provided the ability to provide input during the hearing via an integrated chat box. The CDBG Program Manager provided an overview of the City's CDBG

funding, the findings contained within the Consolidated Plan and any goals, needs and projects proposed within the Consolidated Plan.

Public Hearings for Amendment II of the Consolidated Plan will be held May 8, 2023

Public Comment Period: Between the first and second public hearings, a public comment period was held from April 28 through May 4 providing the public with an opportunity to review the draft Consolidated Plan and provide their input prior to the second hearing. Unfortunately, no comments were received pertaining to the Consolidated Plan during this public comment period.

Public Comment Period for Amendment II of the Consolidated Plan opens April 17, 2023 and ends May 16, 2023.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Human Rights Committee: The City established the Human Rights Committee (HRC) to primarily advise the City Council and City senior management on public policy issues relating to diversity, equality and human rights. The HRC has not been staffed during the preceding 5-Year Consolidated Plan, however, the City will re-establish the committee and looks to obtain feedback from residents willing to participate during the course of this 5-Year Consolidated Plan.

Mayor's Advisory Committee for Persons with Disabilities: The City established the Mayor's Advisory Committee for Persons with Disabilities to obtain feedback on public policy issues and input on funding priorities from City residents who identify as having a physical or mental disability. This committee has only met sporadically during the preceding 5-Year Consolidated Plan, however, the City will re-establish the committee and will look to obtain more frequent feedback from residents willing to participate during the course of this 5-Year Consolidated Plan.

Pekin Housing Authority: The City maintains open communication and cooperation with the Pekin Housing Authority (PHA).

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The CDBG Program Manager serves as a non-voting governing board member of the Heart of Illinois Continuum of Care (HoCoC). The HoCoC is a committee-based organization that utilizes its extensive membership of non-profit organizations and entitlement jurisdictions operating in Central Illinois to identify gaps in the support of individuals experiencing homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City does not receive Emergency Solutions Grant (ESG) funding nor does it utilize the Homeless Management Information System (HMIS). However, the City's participation in the Heart of Illinois Continuum of Care (HoICoC), which is considered a policy-making entity regarding ESG resources by the State of Illinois Department of Human Services, does provide for the input of City staff in the allocation and procedures governing the use of funds which may impact individuals and available services within the City.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Pekin Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Program Manager contacted the PHA's Executive Director, Dennis Green to obtain his comments regarding the public housing portion of the Consolidated Plan.
2	Agency/Group/Organization	Heart of IL Homeless Continuum of Care
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Heart of Illinois Continuum of Care member organizations were provided with notification and the associated web address to provide feedback using the City's community organization survey.
3	Agency/Group/Organization	City of Pekin
	Agency/Group/Organization Type	Housing Service-Fair Housing Planning organization Grantee Department

What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy Economic Development Anti-poverty Strategy
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Pekin is the grantee for the Consolidated and Annual Action Plans. As such, it is the consulting body that is seeking to coordinate and consult to improve anticipated outcomes from the use of CDBG funding during the course of this Plan. The Pekin CDBG Program Manager encourages feedback from other City of Pekin departments to better address unmet needs.

Identify any Agency Types not consulted and provide rationale for not consulting

No agency types were purposefully excluded or otherwise not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Heart of Illinois Continuum of Care	Preventing homelessness; increasing home affordability to stabilize households before housing loss occurs.
Analysis of Impediments to Fair Housing	Tri-County Planning Commission	Furthering the ability for individuals to locate reasonably-priced and decent housing at all income levels regardless of background, race or ethnicity.
Focus Forward Greater Peoria	Greater Peoria Economic Development Council	Promoting stability and growth of economic opportunities for all residents in the region.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City maintains open communication and regularly meets with neighboring entitlement district staff with an anticipated outcome of improving coordination among local governments. Peoria, Illinois CDBG staff also regularly attend meetings at the Heart of Illinois Continuum of Care (HoICoC), further encouraging cooperation between the City of Pekin and the City of Peoria. The City actively reviews the Consolidated Plans of neighboring entitlement districts for additional pertinent information that may supplement the conclusions specified in this document.

Narrative (optional):

PR-15 CITIZEN PARTICIPATION – 91.105, 91.115, 91.200(C) AND 91.300(C)

1. Summary of citizen participation process/Efforts made to broaden citizen participation**Summarize citizen participation process and how it impacted goal-setting**

The City's Citizen Participation Plan (CPP) provides the process under which residents are kept informed of CDBG plans and projects. The CPP specifies that a public hearing will be held during and again after the development of the Consolidated Plan, Annual Action Plan, and CAPER.

In addition to public hearings and the public comment period, the City solicited feedback from residents by distributing the web address for a public survey on the City's website, Facebook and a printed advertisement in the wastewater billing statement narrative (with instructions on paper survey availability upon request). The City also engaged community organizations directly with a slightly different survey to consider their specialized experience.

Amendment I: The City provided a public comment period from February 4, 2021 through February 8, 2021 regarding proposed modifications to the City's Consolidated Plan. One unfavorable comment was received regarding a proposed emergency assistance program and has been included in the amendment's participation summary attachment. A public hearing was also held on February 8, 2021 to inform and obtain input from the public. During the public hearing, one member of the public asked several questions regarding a proposed emergency assistance program but did not provide feedback on the Consolidated Plan document. No other comments from the public were received.

Amendment II: Previously, the City had amended the public comment period from 30 days to 5 days in its Citizen Participation Plan based on a waiver in the CARES Act. HUD has since provided grantees with additional guidance in CPD Notice 23-01 which changes the public comment period back to 30 days as it was prior to the Corona Virus Pandemic.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Paper Mail and Internet Outreach	All residents	Prior to the public hearings and comment period, 52 responses to the CDBG Community Needs Survey were received. This survey requested input on the public's perceived priority needs within the community.	Respondents reported a wide range of incomes and included individuals from all income levels. Respondents indicated that the top three priority needs within the community included Infrastructure Improvements to Sidewalks, Water Lines and Sewer Lines, Employment Opportunities and Economic Development, and Demolition of Abandoned or Unsafe Structures.	One comment was considered irrelevant as it appeared to be based on a misunderstanding of the CDBG program's impact on the community. The respondent indicated that the CDBG program's impact has been negative due to technical details related to enterprise zones. However, the CDBG program is not related to such matters nor is it related to county restrictions on interested businesses as noted in the comment.	https://www.surveymonkey.com/r/JVPNV8W

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Community Organizations	Prior to the public hearings, 8 responses were received from the Community Organization (Public Services) survey sent directly to known organizations operating within the City. Additionally, the Heart of Illinois Continuum of Care distributed the survey link to their membership.	The respondents indicated that the top three priority needs included Employment Opportunities and Economic Development, Domestic Violence Programs and Services, and Substance Abuse Programs and Services.	All comments were accepted.	https://www.surveymonkey.com/r/PMNXK3L

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper, Internet	All residents	Public notices were provided in the Pekin Times, on the City's website and the City's Facebook promoting the public hearings and comment period associated with the Consolidated Plan.	No comments were received.	All comments were accepted.	http://www.ci.pekin.il.us/ https://www.facebook.com/PekinIL/
4	Amendment I: Newspaper, Internet	Amendment I: All residents	Amendment I: Public notices were provided in the Pekin Times as well as the City's website promoting the public hearing and comment period associated with the proposed Consolidated Plan amendment.	Amendment I: One comment was received regarding a proposed emergency assistance program but no feedback was received regarding the Consolidated Plan amendment.	Amendment I: All comments were accepted.	Amendment I: http://www.ci.pekin.il.us/
5	Amendment II: Newspaper Ad	Amendment II: Non-targeted/broad community	Amendment II: Solicited feedback on draft Consolidated Plan Amendment II.	Amendment II: No comments were received.	Amendment II: No comments were received.	Amendment II: NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Internet Outreach	Non-targeted/broad community	Request for comments and draft Consolidated Plan Amendment II posted on the City's website.	No comments were received.	NA	http://www.ci.pekin.il.us/departments/community_development/
7	Public Hearing	Non-targeted/broad community	Public hearing was held during the regularly scheduled Pekin City Council meeting. Attendees included the Mayor, City Council, City staff and members of the public. Additionally, the session was broadcast on television.			

Table 4 – Citizen Participation Outreach

NEEDS ASSESSMENT

NA-05 OVERVIEW

Needs Assessment Overview

The City identified needs through a combination of resident surveys, feedback from community organizations, review of current plans and consultation with internal staff. Additionally, data provided by the US Census Bureau and HUD was reviewed in an effort to identify trends and patterns within the community that may provide insight into current and future community needs.

Economic Development and Support: Due to the restrictions placed on travel and services in response to the COVID-19 pandemic, the City has identified the support of local businesses as a priority need. The assistance provided by the City will attempt to arrest the current and subsequent economic consequences associated with the outbreak. Additionally, surveys completed by both residents and community organizations indicated a high need for economic development activities.

Public Infrastructure and Facility Improvement: The City will undertake facility and infrastructure improvements to provide consistent and efficient delivery of services to residents. The City will also consider undertaking improvements to non-profit facilities as deemed appropriate. Infrastructure improvements were indicated as the most critical need as indicated by the resident survey results.

Housing Affordability: Approximately 24.9% of households within the City struggle to pay for necessities due to housing-related cost burdening. The City will support homeowners through residential repair, rehabilitation and improvement programs to reduce the expense of homeownership and prevent displacement.

Community Program Preservation and Expansion (Public Services): Community organizations are crucial in providing supportive services for residents. The City will continue to support such organizations through direct funding of services and facility improvements for non-profit and faith-based organizations.

Abandoned Structure Demolition: The City's Inspections Department identifies abandoned buildings that pose a threat to residents. The City will utilize CDBG funds to demolish such buildings to promote the health and safety of residents, stabilize land values and reduce the likelihood of delinquency.

Fire Response and Prevention: The City has identified an urgent need for improved equipment, apparatuses, and facilities to ensure reliable and effective fire service for residents. Additionally, the City will consider instituting fire prevention programs working directly with property owners to promote fire safety. While this was not indicated as a high priority item in the resident survey, it is not anticipated that residents would be aware of the need for improved equipment, apparatuses or facilities related to fire response services.

NA-10 HOUSING NEEDS ASSESSMENT - 24 CFR 91.205 (A, B, C)

Summary of Housing Needs

Data suggests a lack of affordable housing for households in the ranges of low- to moderate-income. Further, many households in the City expend more than 30% of their household income on housing-related expenses and due to the age of the available housing stock, many of the City's 13,965 households live in structures that contain lead-based paint hazards.

Demographics	Base Year: 2009	Most Recent Year: 2015	% Change
Population	34,094	33,910	-1%
Households	14,027	13,965	-0%
Median Income	\$40,791.00	\$48,862.00	20%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	1,690	1,525	3,015	1,925	5,810
Small Family Households	525	440	1,010	885	2,830
Large Family Households	55	85	164	15	345
Household contains at least one person 62-74 years of age	270	260	480	415	1,250
Household contains at least one person age 75 or older	340	370	510	380	325
Households with one or more children 6 years old or younger	345	255	405	355	500

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	60	15	20	40	135	14	10	0	0	24
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	0	0	0	0	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	0	20	75	105	200	20	40	0	10	70
Housing cost burden greater than 50% of income (and none of the above problems)	505	10	0	0	515	235	130	50	0	415

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	230	335	205	0	770	30	209	415	65	719
Zero/negative Income (and none of the above problems)	104	0	0	0	104	115	0	0	0	115

Table 7 – Housing Problems Table

Data Source: 2011-2015 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	565	45	95	145	850	270	180	50	10	510
Having none of four housing problems	530	615	875	420	2,440	105	695	1,995	1,350	4,145
Household has negative income, but none of the other housing problems	104	0	0	0	104	115	0	0	0	115

Table 8 – Housing Problems 2

Data Source: 2011-2015 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	395	95	45	535	40	155	190	385
Large Related	4	10	4	18	45	45	35	125
Elderly	175	105	45	325	165	98	170	433
Other	220	149	115	484	45	85	80	210
Total need by income	794	359	209	1,362	295	383	475	1,153

Table 9 – Cost Burden > 30%

Data 2011-2015 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	265	0	0	265	40	15	20	75
Large Related	0	0	0	0	25	0	0	25
Elderly	85	10	0	95	130	65	30	225
Other	175	4	0	179	45	55	0	100
Total need by income	525	14	0	539	240	135	50	425

Table 10 – Cost Burden > 50%

Data 2011-2015 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	0	20	75	105	200	20	40	0	10	70
Multiple, unrelated family households	0	0	0	0	0	0	0	0	0	0
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	0	20	75	105	200	20	40	0	10	70

Table 11 – Crowding Information – 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source: No Data Available

Describe the number and type of single person households in need of housing assistance.

No data available.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

The Center for Prevention of Abuse provides services to those who have experienced domestic violence, sexual assault, sexual abuse or human trafficking. During the calendar year 2019, the Center for Prevention of Abuse provided data showing they served 386 adults and 27 children who live in the City of Pekin.

What are the most common housing problems?

HUD determines eligibility for CDBG-funded programs by comparing the benefitting household's income to the HUD Area Median Family Income (HAMFI). The City is considered within the Peoria, Illinois Metropolitan Statistical Area (MSA) to calculate the applicable HAMFI. The current HAMFI that applies to the City is \$76,900 per year. All HAMFI calculations use this amount to determine benefit eligibility. For example, a household that specified as 80% HAMFI would have an overall annual household income of \$61,520 (80% of \$76,900). The limits vary based on the number of individuals residing in the household.

The 2011-2015 American Community Survey (ACS) provides the estimated total number of household units, the income level of the households residing in those units, actual or anticipated housing-related concerns, and a variety of other related information. Approximately 13,965 households are living in the City with approximately 6,230 (44%) of those households having total income in the range of 0-80% HAMFI.

HUD considers households that expend more than 30% of their gross income on housing-related expenses as "cost-burdened," and those spending over 50% as "severely cost-burdened." Households that are considered "cost-burdened" or "severely cost-burdened" are anticipated to have difficulty affording necessities such as food, clothing, transportation and medical care due to in part due to high housing expenses.

The 2011-2015 ACS determined that approximately 2,515 (18%) of households in the City meet HUD's definition of cost-burdened expending more than 30% of their overall income on housing expenses. Further, 964 (6.9%) of households are severely cost-burdened expending more than 50% of income on housing expenses. The elderly are at particular risk when considered cost burdening due to increasing health care and dietary expenses. 1,078 (30%) of the households that are considered cost-burdened or severely cost-burdened within the City have at least one member of the household that is over the age of 62. These households are particularly vulnerable to experiencing homelessness or displacement due to unexpected repairs or mobility concerns.

Are any populations/household types more affected than others by these problems?

Data currently available does not provide sufficient information to objectively conclude if demographic factors such as education, family size, or disability status impact the likelihood of City households experiencing housing problems.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Low-income, at-risk individuals and families with children are both demographic groups that without assistance are more likely to experience homelessness. Individuals in these demographics often require assistance including education, job training, utility assistance, substance abuse assistance, childcare, and credit repair. Several local agencies provide services including the Pekin Salvation Army.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The City does not specifically track at-risk populations. The City will continue to work with the Heart of Illinois Continuum of Care to stay informed of issues and regional figures concerning at-risk populations.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The most prevalent housing need identified involves the issue of housing affordability. The degree of cost burdening within the City contributes to the instability of housing and an increased risk of experiencing homelessness for the households qualifying as cost-burdened. Additionally, the elderly and those identifying as physically and mentally disabled are at a greater risk of experiencing homelessness.

For individuals receiving Supplemental Security Income (SSI) benefits due to age or disability, the federal benefit rate (FBR) is \$783.00 per month. In some states, the FBR is supplemented by a state-funded payment. Illinois does not participate in a state-funded supplemental payment. Based on the FBR, an individual's housing costs must be less than \$234.90 per month to avoid being considered cost-burdened by HUD standards. Given the City's median rent of \$518.00, individuals with a limited income at or below the FBR are anticipated to have difficulty meeting their overall needs.

Discussion

NA-15 DISPROPORTIONATELY GREATER NEED: HOUSING PROBLEMS – 91.205 (B)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The estimated total number of households with 0%-100% area median income in the City is 8,140. Of that number, an estimated 97.6% (7,948) of those households are comprised of individuals who identify as White, 1.1% (90) identify as Hispanic, 0.3% (30) identify as Asian, 0.2% (20) identify as African-American or Black, 0.1% (15) identify as American Indian or Alaska Native and less than 0.1% (4) identify as Pacific Islander.

The data provides separate information on households that are experiencing "housing problems" which are considered to be a lack of complete kitchen facilities, lack of complete plumbing facilities, more than one person per room or cost burdens of more than 30%. The estimated number of households with 0%-80% area median income in the City that is experiencing 1 or more housing problem(s) is/are 2,845. Of that number an estimated 97.7% (2,770) identify as White, 1.7% (50) identify as Hispanic and 0.5% (15) identify as American Indian or Alaska Native.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,100	370	219
White	1,060	360	199
Black / African American	0	0	0
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	30	0	15

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

30%-50% of Area

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	760	759	0
White	725	734	0
Black / African American	0	0	0
Asian	0	0	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	20	25	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	765	2,250	0
White	765	2,210	0
Black / African American	0	20	0
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	4	0
Hispanic	0	0	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room,
4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	220	1,705	0
White	220	1,675	0
Black / African American	0	0	0
Asian	0	30	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	0	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room,
4. Cost Burden greater than 30%

Discussion

Based on the review of racial and/or ethnic data, no racial and/or ethnic group was identified as having a disproportionately higher incident rate of housing problems or needs. The City is largely homogenous in its composition and there is insufficient data to suggest any greater need in any one group.

NA-20 DISPROPORTIONATELY GREATER NEED: SEVERE HOUSING PROBLEMS – 91.205 (B)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The estimated total number of households with 0%-100% area median income in the City is 8,140. Of that number, an estimated 97.6% (7,948) of those households are comprised of individuals who identify as White, 1.1% (90) identify as Hispanic, 0.3% (30) identify as Asian, 0.2% (20) identify as African-American or Black, 0.1% (15) identify as American Indian or Alaska Native and less than 0.1% (4) identify as Pacific Islander.

The data provides separate information on households that are experiencing "severe housing problems" which are considered to be a lack of complete kitchen facilities, lack of complete plumbing facilities, more than one person per room or cost burdens of more than 50%. The estimated number of households with 0%-100% area median income in the City that is experiencing 1 or more severe housing problem(s) is/are 1,360. Of that number an estimated 94.4% (1,285) identify as White, 3.6% (50) identify as Hispanic and 1.1% (15) identify as American Indian or Alaska Native.

Based on the review of racial and/or ethnic information as it pertains to severe housing problems or needs, no racial and/or ethnic group was identified as having a disproportionately higher rate of experiencing severe housing problems or needs.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	835	635	219
White	795	625	199
Black / African American	0	0	0
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	30	0	15

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	225	1,310	0
White	190	1,275	0
Black / African American	0	0	0
Asian	0	0	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	20	25	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	145	2,870	0
White	145	2,830	0
Black / African American	0	20	0
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	4	0
Hispanic	0	0	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room,
4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	155	1,770	0
White	155	1,745	0
Black / African American	0	0	0
Asian	0	30	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	0	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room,
4. Cost Burden over 50%

Discussion

Based on the review of racial and/or ethnic data, no racial and/or ethnic group was identified as having a disproportionately higher incident rate of housing problems or needs. The City is largely homogenous in its composition and there is insufficient data to suggest any greater need in any one group.

NA-25 DISPROPORTIONATELY GREATER NEED: HOUSING COST BURDENS – 91.205 (B)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Based on the review of racial and/or ethnic information as it pertains to housing problems or needs, no racial and/or ethnic group was identified as having a disproportionately higher rate of experiencing housing cost burdens.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	11,070	1,710	960	219
White	10,880	1,695	885	199
Black / African American	20	0	0	0
Asian	30	0	0	0
American Indian, Alaska Native	15	0	15	0
Pacific Islander	4	0	0	0
Hispanic	95	0	50	15

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

NA-30 DISPROPORTIONATELY GREATER NEED: DISCUSSION – 91.205(B)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

There are no income categories in which a specific racial/ethnic group has a disproportionately greater need than the housing needs of other groups in that income category.

If they have needs not identified above, what are those needs?

The needs of all racial or ethnic groups are largely the same in the City. There are no racial or ethnic groups with an identified greater disproportionate need than their respective income category as a whole.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

No data available.

NA-35 PUBLIC HOUSING – 91.205(B)

Introduction

The Pekin Housing Authority (PHA) provides housing assistance through the administration of several complexes that provide quality housing to individuals that qualify under their income requirements. PHA currently provides vouchers to 191 individuals through their public housing facilities, including 62 families with at least one household member reporting a disability and 40 with at least one household member over the age of 62.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	191	0	0	0	0	0	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	11,517	0	0	0	0	0
Average length of stay	0	0	5	0	0	0	0	0
Average Household size	0	0	2	0	0	0	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	40	0	0	0	0	0
# of Disabled Families	0	0	62	0	0	0	0	0
# of Families requesting accessibility features	0	0	191	0	0	0	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	190	0	0	0	0	0	0
Black/African American	0	0	1	0	0	0	0	0	0
Asian	0	0	0	0	0	0	0	0	0
American Indian/Alaska Native	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	0	0	0	0	0	0
Not Hispanic	0	0	191	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

There are no individuals or households on the waiting list for Pekin Housing Authority's accessible units.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Most immediate needs of residents are being addressed by the Pekin Housing Authority.

How do these needs compare to the housing needs of the population at large

It is anticipated that the Pekin Housing Authority can better meet the needs of residents than households in the population at large.

Discussion

NA-40 HOMELESS NEEDS ASSESSMENT – 91.205(C)

Introduction:

The data included in this section was obtained from HUD’s Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations Report for IL-507 Peoria, Pekin/Fulton, Tazewell, Peoria, and Woodford Counties dated January 23, 2019. HUD compiles this analysis from field reports by servicing Continuum of Care organizations.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	1	22	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	193	9	0	0	0	0
Chronically Homeless Individuals	3	42	0	0	0	0
Chronically Homeless Families	0	3	0	0	0	0
Veterans	2	26	0	0	0	0
Unaccompanied Child	2	12	0	0	0	0
Persons with HIV	0	1	0	0	0	0

Table 26 - Homeless Needs Assessment

Alternate Data Source Name:

01/23/2019 Point in Time Summary for IL-507 - Peoria/Fulton/Peoria/Tazewell/Woodford Continuum of Care

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0
Not Hispanic	0	0

Data Source

Comments: Data Unavailable.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Section MA-45, specifically Table 39, addresses the number and types of families in need of housing assistance.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The City is largely homogeneous in race and ethnicity and the needs of all individuals experiencing homelessness are anticipated to be similar within the City.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Section MA-45, specifically Table 39, addresses the number and types of families in need of housing assistance.

Discussion:

NA-45 NON-HOMELESS SPECIAL NEEDS ASSESSMENT - 91.205 (B,D)

Introduction:

Many of the programs that focus on homelessness also assist individuals with special needs that may or may not be experiencing homelessness. These households and individuals include the elderly, frail elderly, persons with disabilities, persons struggling with alcohol or substance abuse, persons with HIV/AIDS and their families, as well as public housing residents.

Describe the characteristics of special needs populations in your community:

The US Census Bureau defines the term “elderly” as an individual who is over the age of 62. There are an estimated 4,600 households in the City with income levels between 0%-100% of the HUD Adjusted Median Family Income (HAMFI) that have one or more household members that are considered elderly, with 1,925 having at least one household member age 75 or older. Based on a total of 13,965 households between 0%-100% HAMFI in the City, more than 32% of the households in that income range contain at least one elderly household member. An elderly person who is unable to perform at least three “activities of daily living” comprised of eating, bathing, grooming, dressing, or home management activities is considered “frail elderly.”

Persons with disabilities include individuals with physical, mental or emotional conditions that affect their daily lives with at least one functional impairment for a period of 6 months or more. The US Census Bureau’s data from the 2014-2018 American Census Survey (ACS) estimates that approximately 10.6% of the City’s population meet the bureau’s definition of disabled.

What are the housing and supportive service needs of these populations and how are these needs determined?

Populations with special needs often require housing and supportive services to increase their quality of life and improve the likelihood of obtaining self-sufficiency upon reaching adulthood and thereafter. A variety of specialized services are required to accommodate persons with physical and/or mental health needs. Housing support may include assisting populations with special needs to find and maintain affordable housing, securing transitional housing with the necessary services and/or identifying permanent housing with or without continued case management activities.

Supportive services may include different levels of assistance depending on the specific needs of the individual. Some examples of potential supportive services include:

1. Locating suitable housing options;
2. Providing emergency rent/house payments;
3. Paying utility bills;
4. Paying for medical services;
5. Purchasing household items such as food and toiletries;
6. Securing reliable public or private transportation; or
7. Providing case management services

The housing and supportive activities for residents with special needs described in this section was included in the previous Consolidated Plan and was originally compiled utilizing input provided by the following organizations:

1. Center for Prevention of Abuse
2. Central Illinois Agency on Aging
3. Heart of Illinois 211
4. Mayor's Advisory Committee for People With Disabilities
5. Miller Center
6. Pekin Housing Authority
7. Pekin Outreach Initiative
8. Pekin Salvation Army
9. Pekin United Way
10. Pekin YWCA
11. Tazewell County Health Department
12. Tazewood Community Services
13. University of Illinois College of Medicine – Peoria

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Heart of Illinois HIV/AIDS Center (HIHAC) is a program within the University of Illinois College of Medicine at Peoria (UICOMP) Department of Internal Medicine. UICOMP serves individuals within a 15 county area who have been diagnosed with HIV, the virus that causes AIDS. HIHAC is the main local service provider in the region. A majority of the population with HIV/AIDS and their families face many of the same affordability challenges as the elderly in addition to managing a chronic disease.

Discussion:

The needs of populations with special support considerations often far outweigh the volume of limited resources. The City will continue to collaborate with service providers, local officials and community advocates to identify needs and refer individuals appropriately.

NA-50 NON-HOUSING COMMUNITY DEVELOPMENT NEEDS – 91.215 (F)

Describe the jurisdiction's need for Public Facilities:

The City has identified fire safety as a priority need for this Consolidated Plan to invest in emergency response equipment, apparatuses, and facilities to ensure reliable services are available to residents. Approximately 11,530 (82.5%) of the City's total 13,965 households live in structures that were built before 1979, with 3,780 (27%) of those households living in buildings built before 1950. Given the age of the housing stock and levels of cost burdening within the City, it is reasonable to assume that many of those properties contain original wiring systems that require improvement or replacement to meet today's electrical needs and safety requirements. In addition to general concerns regarding the routine lack of electrical system maintenance in all residential structures, older homes may also contain knob and tube, rag wire or other aged wiring systems, most of which were historically installed without grounding considerations.

In addition to equipment, vehicle and facility expenses, the City is also considering the implementation of additional fire prevention programs to benefit residents with detection and safety devices for their homes. Individuals who are elderly, have mobility concerns or those with low income often have difficulty affording and maintaining sufficient fire safety items such as smoke alarms.

The City will also promote non-profit organizations operating within the City through the funding of facility improvements. CDBG funds may be used to improve or rehabilitate City-owned properties as well as properties owned by non-profit organizations. Any funds expended to improvement Public facilities are not subject to the 15% maximum cap on Public Services expenditures.

How were these needs determined?

While the City does strive to provide information regarding the status of such topics during meetings of the City Council, the City does not expect or anticipate that residents will be aware of the internal needs of City departments. The City primarily relies on department staff to identify needs within Public Facilities.

Describe the jurisdiction's need for Public Improvements:

The City has priority needs related to improvement and rehabilitation of ageing infrastructure on a citywide basis; however, regulations require that CDBG be utilized to primarily benefit households and census tracts that are largely comprised of low- to moderate-income individuals. City residents have expressed concern in regards to the condition of City sidewalks as well as the need for improvements to comply with the American with Disabilities Act (ADA). Additionally, City staff have identified the need for improvement and rehabilitation of infrastructure items not visible to City residents such as sewer and storm water linings.

The City contains numerous structures that have been identified by the City Inspections Department as in need of demolition due to abandonment. Demolition of abandoned or blighted properties promotes the safety, health, and stability of neighborhoods within the City. Further, the presence of such properties is detrimental to the value of neighboring parcels and may reduce the ability for homeowners to pay for unexpected expenses through home equity.

How were these needs determined?

The City conducted an electronic survey that further confirmed the public's interest in rehabilitation and improvement of city infrastructure. The City's Engineering Department has also identified numerous sections of the City that require a variety of infrastructure improvement and/or rehabilitation, many of which are located in eligible neighborhoods. The City's Inspections Department has identified several properties that have been abandoned and dilapidated to the detriment of public safety.

Describe the jurisdiction's need for Public Services:

The City has remained committed to annually funding community organizations that provide supportive services to residents. While the City can undertake many projects that assist in developing a suitable living environment, the City relies on community organizations to deliver services that require special expertise or qualifications such as but not limited to, case management, counseling, education, and health care. Further, such organizations can leverage a variety of other resources to expand the community's benefit from allocated CDBG funds.

How were these needs determined?

To carry out a Public Services program, the City engages non-profit organizations in a sub-recipient relationship. The City must rely on these outside organizations to be willing and capable of operating a program that adheres to the documentation and financial requirements mandated in Federal policy. Once per year, the City publishes a request for proposals and determines, from the organizations that present a proposed activity for funding, which of those activities would be most suitable to address the current and anticipated future needs of the City's residents.

Current and anticipated needs are determined through engagement with residents and community organizations. The City solicits feedback during the public comment period annually in association with the Annual Action Plan. During this time, the City holds public hearings and distributes electronic and paper surveys. The City also collaborates and exchanges information with regional service providers as a governing board member for the Heart of Illinois Continuum of Care.

HOUSING MARKET ANALYSIS

MA-05 OVERVIEW

Housing Market Analysis Overview:

As previously described in this Plan, the largest housing-related issue facing the City pertains to the subject of home affordability. The effect of rising rental costs on home affordability is also a significant concern. The 2011-2015 ACS indicates that the median home value between 2009 and 2015 increased a moderate 3% from \$97,900 to \$100,700 while median rent increased an exceptional 20% from \$430 to \$518.

Further complicating matters for households with low income is the lack of affordable housing supply. For example, there are approximately 1,690 households with income between 0-30% HAMFI, however, there are only approximately 500 housing units within the City that meet the affordability thresholds to avoid cost burdening. Conversely, there is a lack of housing for those at 100% HAMFI or more, which pushes households with higher incomes to purchase or rent properties below their means thereby further reducing the affordable housing options for low- to moderate-income households.

Based on available data, properties do not display excessive functional issues in regards to plumbing or kitchen facilities. Of the total housing units, it is estimated that 160 lack complete kitchen facilities and only 8 suffer from incomplete plumbing. Units are not largely overcrowded as 13,672 units have less than one individual living in the property per room, 292 have 1.00 to 1.50 individuals per room, and zero have 1.51 individuals or more per room.

Based on the available data, over 82% of housing units were built in or before 1979, which indicates a likely need for rehabilitation as well as the strong possibility of the presence of lead. This not only poses a health hazard for those (particularly children) residing in such properties but also significantly increases the cost of any renovation activity that is subject to lead-safe work and remediation requirements.

MA-10 NUMBER OF HOUSING UNITS – 91.210(A)&(B)(2)

Introduction

There are an estimated 15,165 housing units in the City with 9,514 of those units being owner-occupied, 4,450 being renter-occupied and the remainder largely being vacant. Of the total housing units, there is an estimated overall vacancy rate of 10.2% for rental units and 1.2% for owner-occupied properties. The vast majority of properties within the City are 1-unit, detached units totaling 11,020 with the remainder largely consisting of multi-unit residences.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	11,020	73%
1-unit, attached structure	450	3%
2-4 units	1,260	8%
5-19 units	1,790	12%
20 or more units	585	4%
Mobile Home, boat, RV, van, etc	60	0%
Total	15,165	100%

Table 27 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	0	0%	93	2%
1 bedroom	249	3%	1,585	36%
2 bedrooms	2,600	27%	1,850	42%
3 or more bedrooms	6,665	70%	930	21%
Total	9,514	100%	4,458	101%

Table 28 – Unit Size by Tenure

Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

6,230 of the City's 13,965 households have a total income that is considered by HUD to be low- to moderate-income (0-80% HAMFI). As previously discussed, the US Census Bureau estimates there is a significant population

within the City of elderly and frail elderly. Additionally, the US Census Bureau also estimates that approximately 10.6% of the City's population is considered disabled by their definition.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

There is no expectation of a significant loss in affordable housing inventory. The City does not participate in Section 8.

Does the availability of housing units meet the needs of the population?

There is a shortage of affordable and decent housing for individuals with low- to moderate-income or for those who are identified as elderly or having a disability.

Describe the need for specific types of housing:

The shortage of housing is most prominent for those with 30% to 50% HAMFI thus resulting in cost-burdening of those individuals and households. There is a surplus of housing at levels above what the lowest income individuals can afford which forces such them to expend far more on housing-related costs than would be recommended by HUD's expenditure guidelines. The availability of single-family or multi-unit residential properties that is affordable to those with 30% to 50% HAMFI is needed.

Discussion

MA-15 HOUSING MARKET ANALYSIS: COST OF HOUSING - 91.210(A)

Introduction

The City's median home value is \$100,700 and the median rent is \$518. To afford the median rent without being classified as a cost-burdened household, household members would need to have a total income of \$1,726 per month. Approximately 46.3% of households pay less than \$500 per month in rent and about 50.5% of households pay rent from \$500 to \$999 per month.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	97,900	100,700	3%
Median Contract Rent	430	518	20%

Table 29 – Cost of Housing

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	2,057	46.3%
\$500-999	2,245	50.5%
\$1,000-1,499	134	3.0%
\$1,500-1,999	0	0.0%
\$2,000 or more	14	0.3%
Total	4,450	100.1%

Table 30 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	500	No Data
50% HAMFI	1,944	1,140
80% HAMFI	3,088	3,255
100% HAMFI	No Data	4,723
Total	5,532	9,118

Table 31 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 32 – Monthly Rent

Data Source Comments: Data unavailable.

Is there sufficient housing for households at all income levels?

As previously discussed, there is a lack of affordable housing for households with income from 0-30% HAMFI but an overall surplus in available housing units. The following chart compares the number of households and the number of affordable housing units available within the City:

Household Income	Households		Affordability by HAMFI Earnings	Number of Total Housing Units
0-30% HAMFI	1,690		30%	500
>30-50% HAMFI	1,525		50%	3,084
>50-80% HAMFI	3,015		80%	6,343
>80-100% HAMFI	1,925		100%	4,723
>100% HAMFI	5,810		Total:	14,650
Total:	13,965			

Data Source: 2011-2015 CHAS

How is affordability of housing likely to change considering changes to home values and/or rents?

Currently, rents are not affordable for households with income from 0-30% HAMFI. Further, between 2009 and 2015, median rents rose approximately 20%, which forces those with low- to moderate-income to take on additional cost burdens due to the lack of income-appropriate housing units. Home values remain largely steady with only a 3% gain in median property values between 2009 and 2015.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The City does not receive HOME funds from the U.S. Department of Housing and Urban Development (HUD).

Discussion

MA-20 HOUSING MARKET ANALYSIS: CONDITION OF HOUSING – 91.210(A)

Introduction

It is anticipated that numerous properties require rehabilitation and improvement based on the age of the housing stock and the degree of cost burdening affecting households in the community. Cost burdened households are unlikely to have the financial means to engage in proactive maintenance or improvements. Further, over 85% of owner-occupied housing units are at-risk for containing lead-based paint due to the structures.

As previously discussed, the cost of housing is not affordable for households in the 0-30% HAMFI due to a lack of housing units that are priced below the 30% threshold of housing-related cost burdening as defined by HUD. Conversely, the City has an overabundance of available properties for those above the 50% HAMFI. This forces households to purchase or rent properties priced above their recommended housing budget thereby further reducing the household's ability to engage in preventative maintenance or improvement activities.

Definitions

Substandard Housing: Defined as a structure that fails to meet the 2006 International Property Maintenance Code.

Substandard Housing but Suitable for Rehabilitation: Defined as a structure that fails to meet the 2006 International Existing Property Maintenance Code but is structurally and economically feasible to repair.

Lack of Complete Kitchen or Plumbing Facilities: Structures that lack the presence of hot and cold running water, bathtub or shower, sink with a faucet, stove or range, refrigerator and/or telephone service.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	1,265	13%	1,540	35%
With two selected Conditions	75	1%	85	2%
With three selected Conditions	0	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	8,170	86%	2,830	64%
Total	9,510	100%	4,455	101%

Table 33 - Condition of Units

Data Source: 2011-2015 ACS

Selected Conditions

Selected conditions include:

- Lack of complete kitchen facilities.

- Lack of complete plumbing facilities.
- More than one person per room.
- Cost burden greater than 30%.

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	659	7%	175	4%
1980-1999	740	8%	860	19%
1950-1979	4,970	52%	2,780	63%
Before 1950	3,145	33%	635	14%
Total	9,514	100%	4,450	100%

Table 34 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	8,115	85%	3,415	77%
Housing Units build before 1980 with children present	480	5%	220	5%

Table 35 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

Approximately 85% of owner-occupied and 77% of renter-occupied residential properties are at high-risk for lead-based paint hazards. The majority of the City's housing stock was built before 1980 and it is presumed that many of these properties need housing rehabilitation to meet the standards of the 2006 International Property Maintenance Code. Additionally, properties built before 1980 are likely to have active lead-based paint hazards that must be considered during any rehabilitation activity.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

There is no City-level data available that shows a direct correlation between the number of housing units occupied by low- to moderate-income households and the existence of lead-based paint hazards.

Discussion

MA-25 PUBLIC AND ASSISTED HOUSING – 91.210(B)

Introduction

The Pekin Housing Authority (PHA) is an independent entity that is governed by its board of commissioners. The PHA manages seven residential complexes to provide suitable and affordable housing for individuals with limited income. Many of the units include on-site amenities and nearby features including community centers, playgrounds, basketball courts, and storage areas. Several of the complexes have units available for individuals with mobility concerns and one property (Golden Arms Apartments) exclusively provides housing for those who are elderly and/or disabled.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	196	0	0	0	0	0	0
# of accessible units	0	0	14	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center), Dennis Green (Executive Director of the Housing Authority of the City of Pekin)

Describe the supply of public housing developments:

The Pekin Housing Authority (PHA) provides housing assistance through the administration of several complexes that provide quality housing to individuals that qualify under their income requirements. PHA currently provides vouchers to 191 individuals through their public housing facilities, including 14 families with at least one household member requiring an accessible unit.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Broadway Apartments: The largest public housing apartment community and caters to individuals and families consisting of 50 duplexes, with 100 total units ranging in size from one to four bedrooms. This property features a community center, playground, basketball, and off-site storage sheds for resident use.

Delavan Apartments: PHA has managed this 16-unit apartment complex since June 2018. It includes resident amenities including on-site laundry services, off-street parking, and handicap accessibility.

Golden Arms Apartments: A six-story residential building reserved for residents who are elderly or those with mobility concerns. This property includes elevator access for accessibility, laundry facilities, a community room, and closed-circuit television. Golden Arms Apartments also boasts additional precautions related to resident safety including restricted public access, security cameras, and fire control systems.

Green Valley Apartments: Located 13 miles south of the City, this property consists of 12 apartment all of which recently underwent major renovations in 2004. One of the units has been renovated for handicap accessibility for residents with mobility concerns. All residents are provided off-street parking and laundry facilities.

Meadow View Apartments: Located 7 miles south of the City, this property includes 12 apartments located in three separate buildings. All units were extensively remodeled in 2008 which also included a complex-wide exterior renovation. This complex features off-street parking, laundry facilities, and one handicap accessible unit.

Park Ridge Estates: A 50-unit duplex community consisting of one and two-bedroom units. Amenities include resident patios, off-street parking, community center, playground and adjacent forest areas with active wildlife.

Public Housing Condition

Public Housing Development	Average Inspection Score
Pekin Housing Authority	83

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The Housing Authority uses its capital funds to maintain the properties based upon an Annual and Five-Year Plan developed by their organization. Currently, The Buildings at Park Ridge Estates are receiving new exterior finishes, replacing original materials installed in 1982. Phase 1 will include half of the duplexes and the community center. Phase 2 should complete the project using 2020 capital funds. Interiors of those properties were updated several years ago. Last year, the first floor of Golden Arms Apartments was renovated to make the building more accessible with new restrooms, an expanded laundry room and accessible offices. Future funds are expected to be used to renovate the community center at the Broadway Apartments.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Housing Authority's resident services coordinator maintains close contact with the residents to understand their specific needs. Transportation needs are addressed with bus passes. Employment opportunities in the community are shared with the residents. Occasionally, they are able to advocate for those seeking outside benefits which will improve their living conditions.

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units

The Housing Authority does not currently have any applicants on the waiting list in need of accessible units. They are able to meet most people's needs requiring modifications of units if an existing accessibility unit is not available. Besides the physically accessible apartments, the Housing Authority can make modifications to address the needs of individuals with hearing or visual impairments.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Per Executive Director Dennis Green, most of the known immediate needs of the residents are being met.

How do these needs compare to the housing needs of the population at large

The need for affordable housing in the population at-large is being met for those who live in public housing.

MA-30 HOMELESS FACILITIES AND SERVICES – 91.210(C)

Introduction

Numerous facilities offer a variety of homeless services in the region. A substantial portion of regionally available resources and programs are directed towards chronically homeless individuals, homeless families, and veterans. Services that are dedicated to assisting unaccompanied youth are limited but providers serving that population frequently collaborate with the State of Illinois Department of Child and Family Services. While the City benefits from the regionally available assistance, there are very few organizations operating within the City to provide residents with locally-based services. The following data is recorded for the multi-county region and is not specific to the City.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	171	0	171	0	0
Households with Only Adults	305	0	181	0	0
Chronically Homeless Households	0	0	85	0	0
Veterans	12	0	67	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Alternate Data Source Name:

01/23/2019 Point in Time Summary for IL-507 - Peoria/Fulton/Peoria/Tazewell/Woodford Continuum of Care

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

There are several agencies and organizations that provide medical, mental health and employment services to individuals and families within the City. Some of those providers include:

Bridgeway: Provides vocational training and employment services to individuals over 16 years of age who have physical or mental disabilities, adults recovering from substance abuse, or adults who have conditions that limit their ability to become and retain gainful employment.

Career Link of Tazewell County: Provides career services, career planning, interview skills training, job search assistance, mock interviews, resume and cover letter design assistance as well as tuition assistance.

Children's Home Association of Illinois: Provides family-focused community programs including residential care, group homes, foster care, adoption, supervised independent living, private schooling, crisis intervention, mental health assessments, homeless services, in-home counseling, and family preservation.

Easter Seals of Central Illinois: Provides physical therapy, occupational therapy, speech therapy, feeding therapy, developmental therapy and counseling for children and their families. Additionally, specialized services and early intervention services are also available for a variety of designated conditions.

Heartland Community Health Clinic: Provides health care services accessible to all individuals and families, regardless of their financial situation or ability to pay. In addition to health care services, they also assist with Medicare and Medicaid enrollment and related assistance.

Positive Health Solutions: Provides medical, case management and mental health services related to individuals who are living with HIV/AIDS.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

There are a limited number of facilities that offer emergency or transitional housing services within the City. The CDBG Program Manager participates in the Heart of Illinois Homeless Continuum of Care as a governing board member to connect and cooperate with area organizations that may be in a position to enhance the availability of services within the City. Some of the agencies currently offering supportive services within the City include the Center for Prevention of Abuse, the Salvation Army Rust Center and the Pekin Housing Authority. The City accepts Public Services proposals for CDBG funding from all non-profit organizations, some of which may include outreach to individuals experiencing homelessness.

MA-35 SPECIAL NEEDS FACILITIES AND SERVICES – 91.210(D)

Introduction

The State of Illinois requires that discharge and safety plans ensure suitable housing for patients before discharge. There are regional and local community organizations that offer intermediate and transitional care facilities and housing assistance to prevent homelessness after discharge from medical and mental health institutions.

Resident participation is important in the City's planning process and this includes individuals from all backgrounds and experiences. The City has established the Mayor's Advisory Committee for People with Disabilities to encourage participation by residents who identify as having physical or mental disabilities in the City's decision-making process. Additionally, the City's CDBG Program Manager participates in the Heart of Illinois Homeless Continuum of Care as a governing board member which provides a means of open communication and collaboration with member organizations that represent many the organizations providing services within the City.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The needs of the elderly are largely related to decent and affordable housing. Although some elderly homeowners have fully satisfied their property's mortgage and lien obligations, the increased cost of medical and nutritional needs often offsets the lack of property-related debt payments. Further, the age of the City's housing stock and the number of households that are considered cost-burdened would suggest that many homeowners also lack the financial means to adequately maintain and improve their properties to suit their accessibility requirements as such needs arise.

Individuals with disabilities have similar hardships as those experienced by the elderly, with additional concerns that may include extensive accessibility or sensory support needs. Individuals with disabilities often have limited resources which inhibits their ability to modify their living area(s) to accommodate their needs and remain independent.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The Heart of Illinois Continuum of Care's governing board includes several staff members from local hospitals and clinics. This diverse membership allows for an exceptional level of communication between medical providers and servicing organizations when coordinating an individual's re-entry into the community.

The Illinois Mental Health and Developmental Disabilities (IMHDD) code requires that a discharging facility must prepare a written discharge plan before releasing an individual from their care. This plan identifies services necessary for successful re-entry and specifies where the individual will access those services. Individuals diagnosed with mental health concerns are also provided with a liaison to facilitate care upon discharge.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City will address the issue of housing decency and affordability through its residential rehabilitation programs. HUD regulations prohibit the payment distribution of maintenance payments to individuals except in very limited circumstances, however, the City can help individuals address the maintenance and improvement needs of their home using CDBG funds. Additionally, the City will promote efficient and safe service delivery through the rehabilitation and improvement of infrastructure aimed at benefitting low- to moderate-income households.

The City will also work to support local non-profit organizations who are capable and willing to establish or expand social service programs that support City residents. The City will accept proposals for such programs and consider the capability of the entity and how the proposed program will work to specifically address the needs of the residents as identified in this Plan. Structures and facilities owned by non-profit entities are eligible for CDBG assistance with rehabilitation and improvement activities.

The City will strive to ensure all residents have sufficient fire prevention and response services available to them. Based on the median age of the City's population, the age of the housing stock, and the degree to which the population is considered cost-burdened, it is reasonable to conclude that the neighborhoods eligible for CDBG assistance are at much greater fire risk, including fire-related injury or death.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City will address housing and support needs for persons who are not homeless but have other special needs with our residential rehabilitation public services and fire safety activities. The City will consider those who are presumed to be low- to moderate-income individuals such as the elderly, persons with disabilities, and domestic violence survivors when allocating resources to specific programs.

MA-40 BARRIERS TO AFFORDABLE HOUSING – 91.210(E)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Tax and building code instruments have the potential to influence the likelihood of residential investment and neighborhood affordability. The City has no specific taxing policies that would negatively affect residential investment or affordability. Housing taxes are based solely on the assessed value of the property. Building code requirements and fees are applied similarly to all types of residential structures and present no unique barriers to development or improvement. There are no City policies or fees that are anticipated to diminish the potential return on residential investment.

MA-45 NON-HOUSING COMMUNITY DEVELOPMENT ASSETS – 91.215 (F)

Introduction

This section identifies economic sectors in the City where job opportunities exist and identify reasons why some employment sector positions are not being filled. This section will also consider data and conclusions provided by the Greater Peoria Economic Council's 5-Year Comprehensive Economic Development Strategy (2015-2019 CEDS). While this plan is not exclusive to Pekin, it does provide a regional view of the strengths and weaknesses that impact Pekin residents and businesses.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	44	0	0	0	0
Arts, Entertainment, Accommodations	1,683	1,507	13	15	2
Construction	682	268	5	3	-2
Education and Health Care Services	2,558	2,351	20	24	4
Finance, Insurance, and Real Estate	1,068	1,050	8	11	3
Information	164	142	1	1	0
Manufacturing	1,914	1,033	15	10	-5
Other Services	606	536	5	5	0
Professional, Scientific, Management Services	1,012	321	8	3	-5
Public Administration	0	0	0	0	0
Retail Trade	1,782	2,198	14	22	8
Transportation and Warehousing	549	84	4	1	-3
Wholesale Trade	673	442	5	4	-1
Total	12,735	9,932	--	--	--

Table 40 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	16,405
Civilian Employed Population 16 years and over	15,240
Unemployment Rate	6.99
Unemployment Rate for Ages 16-24	25.19
Unemployment Rate for Ages 25-65	4.72

Table 41 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	2,614
Farming, fisheries and forestry occupations	560
Service	1,870
Sales and office	3,975
Construction, extraction, maintenance and repair	1,110
Production, transportation and material moving	740

Table 42 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	11,105	76%
30-59 Minutes	3,165	22%
60 or More Minutes	355	2%
Total	14,625	100%

Table 43 - Travel Time

Data Source:

2011-20: 5

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	490	195	709
High school graduate (includes equivalency)	4,225	360	1,895
Some college or Associate's degree	4,920	295	1,670
Bachelor's degree or higher	2,940	10	395

Table 44 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	10	29	128	88	338
9th to 12th grade, no diploma	215	405	240	500	554
High school graduate, GED, or alternative	1,009	1,885	1,324	3,274	2,615
Some college, no degree	1,090	1,235	1,275	2,524	1,095
Associate's degree	155	530	404	930	173
Bachelor's degree	250	715	765	915	485
Graduate or professional degree	10	178	200	560	350

Table 45 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	-
High school graduate (includes equivalency)	-
Some college or Associate's degree	-
Bachelor's degree	-
Graduate or professional degree	-

Table 46 – Median Earnings in the Past 12 Months

Data Source: Data Unavailable

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Education and Health Care Services: The number of available workers in the education and health care services sector outweighs the number of jobs, despite it being the largest business sector in the City. There are approximately 2,351 jobs and 2,558 available workers in this sector.

Manufacturing: While being another primary source of employment, the manufacturing sector is experiencing an overabundance of available workers compared to available jobs. In this sector, there are only approximately 1,033 jobs while 1,914 workers are available.

Retail Trade: In contrast to the sectors described sectors, the retail trade sector is significantly understaffed with only 1,782 available workers and 2,198 approximate jobs. It is reasonable to assume that many of the jobs in retail trade are not being filled due to low wages, despite a likely minimal barrier to entry.

Arts, Entertainment, Accommodations: There is a slight surplus of available workers in the arts, entertainment, accommodations sector with 1,683 available workers and only 1,507 jobs. Overall, this is a difference of 176 jobs from employment equilibrium.

Professional, Scientific, Management Services: A second field with a significant overabundance of workers in the sector of professional, scientific, management services. This sector has approximately 321 jobs and 1,012 available workers, indicating a surplus of 691 workers.

Describe the workforce and infrastructure needs of the business community:

The business community as a whole has a common need for employees that are educated, motivated, healthy, skilled, trainable and locally mobile. Workforce needs include job readiness including post-secondary education and overall competence in both basic and job-specific technical skills.

The preceding City of Pekin 5-Year Consolidated Plan described that there are skilled unemployed and underemployed workers in the City's workforce. However, many of those workers may require additional skills training and education to be candidates for re-hire. Experienced workers that have not had the opportunity to incrementally further their skills and education are now facing significant disadvantages in obtaining suitable employment. Workforce agencies are commonly partnering with employers to provide post-graduation apprenticeships to younger workers and employers are also leaning towards training youth in vocational programs to fill vacancies.

The City needs overall infrastructure improvements to facilitate the transportation of inventory and equipment. The City was recently awarded a grant for \$5.1 million dollar from the Illinois Competitive Freight Program to rehabilitate Front Street, which is vital to the function of several City businesses. Another identified infrastructure project includes the improvement of Veterans Drive, another vital transportation route. The proposed project would include the addition of direct interstate access to all major retail and employment centers in Pekin.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The Workforce Innovation and Opportunity Act (WIOA) prompted the consolidation of two local workforce development agencies that provide service to Peoria, Marshall, Stark, Woodford, Tazewell, McLean, Fulton and Mason counties. Career Link provides education, training and job search assistance to unemployed and underemployed adults within its servicing area. The City has a publicly available location that assists City residents in finding and preparing for suitable employment.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The approximate number of workers in the City's workforce is 16,405. 41.9% (6,885) members of the City's workforce have an educational attainment level of some college or an associate's degree while 20.3% (3,345) hold a bachelor's degree or above. The preceding paragraphs describe an overabundance of workers in the City's top two employment sectors, education and health care services and manufacturing. Conversely, the sector of retail trade is significantly understaffed. The City is anticipated to have an overall unemployment rate of 6.9% prior to the COVID-19 pandemic event.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Workforce Innovation and Opportunity Act (WIOA), which replaced the Workforce Investment Act, places an emphasis on business participation with workforce agencies to address the skills needs of the communities. WIOA also calls for economic development and higher education to play a key role with workforce agencies to implement programs serving the workforce needs. Career development agencies Career Link and the Workforce Network recently merged into a single entity to serve the multi-county region with education and training services for unemployed adults and youth. Career Link's Tazewell County office is located within the City.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

The City collaborates with the Greater Peoria Economic Development Council and the Focus Forward GP Strategy Committee to provide input for the Focus Forward Greater Peoria strategy, most recently completed for the 2015-2019 period. The City submitted four projects with regional impact for inclusion in the CEDS document that is currently being updated by the Greater Peoria Economic Development Council. These projects, if successful in obtaining funding, would provide jobs in manufacturing, retail, construction, professional, scientific and management services.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

As mentioned above, the City of Pekin is actively participating in regional economic development planning and has submitted several significant projects for inclusion in the updated CEDS document. In addition, the City is in the process of setting up a large, new Tax Increment Finance District and Business Development District that will provide additional economic development tools to help retain and attract new businesses. Existing TIF districts have been effectively utilized in the past to underwrite development costs and help attract businesses to areas that would otherwise remain vacant, undeveloped or unimproved.

Discussion

The available planning and data documents for non-housing community development assets have been conducted at the regional and county level. The goals provided in this section are based on this higher level of data and do not reflect the specific needs of the City but instead the needs of the region and county. Data and conclusions described in this section should be used as a complement to the conclusions derived from City-level data.

MA-50 NEEDS AND MARKET ANALYSIS DISCUSSION

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Data does not suggest that a concentration of households with single or multiple housing problems exists within the City. "Concentration" is defined as census tracts where households with multiple housing problems (>30% cost burden, lacking complete plumbing facilities or lacking complete kitchen facilities) are exceptionally prevalent at a rate of at least 10% greater than the City overall.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

"Concentration" is defined as census tracts where at least 40% of the populations are racial or ethnic minorities or at least 51% of the households have incomes of less than 80% AMI. Within the City limits, there are no concentrations of racial or ethnic minorities. There is, however, concentrations of low-income families within census tracts 208, 209, 210, 211.01, and 218.01. Despite the existence of this concentration of applicable households, the households located throughout the rest of the City do not have a substantially greater income than those listed as residing in a concentrated area.

What are the characteristics of the market in these areas/neighborhoods?

Since low- to moderate-income populations are spread throughout the City without an exceptionally significant concentration in a census tract area, there are not specific areas/neighborhoods to specify the characteristics of the markets.

Are there any community assets in these areas/neighborhoods?

Since low- to moderate-income populations are spread throughout the City without an exceptionally significant concentration in a census tract area, there are not specific areas/neighborhoods to specify the community assets.

Are there other strategic opportunities in any of these areas?

Since low- to moderate-income populations are spread throughout the City without an exceptionally significant concentration in a census tract area, there are not specific areas/neighborhoods to specify the strategic opportunities.

MA-60 BROADBAND NEEDS OF HOUSING OCCUPIED BY LOW- AND MODERATE-INCOME HOUSEHOLDS - 91.210(A)(4), 91.310(A)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The Federal Communication Commission (FCC) provides datasets describing the availability of broadband infrastructure by census tract as, city or county. The City of Pekin is listed as having 100% of its population having access to at least two broadband internet provider including several additional satellite-based service options. Further, 98.3% of urban and rural residents have access to 3 or more broadband service providers.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Based on the availability of broadband service providers, there is not an urgent need for increased competition by having additional broadband service providers.

	1 or More Providers			2 or More Providers			3 or More Providers		
Area	All	Urban	Rural	All	Urban	Rural	All	Urban	Rural
Pekin, IL	100	100	100	100	100	100	98.3	98.3	100

Table 47 - Broadband Provider Availability

MA-65 HAZARD MITIGATION - 91.210(A)(5), 91.310(A)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The City is not located in an area that is known to be at increased risk due to climate change.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income households are not anticipated to be at substantial risk for natural hazards associated with climate change.

STRATEGIC PLAN

SP-05 OVERVIEW

Strategic Plan Overview

The City of Pekin anticipates an available fund balance of approximately 2.6 million dollars in federal resources under the Community Development Block Grant (CDBG). Through a review of available data and consultation with stakeholders and residents, the City has identified the priorities that will provide an overall framework for the next 5 years of CDBG-related spending.

The City is committed to supporting employees who work in the City and the businesses that employ them. In response to the COVID-19 outbreak and the business restrictions associated with that event, the City has determined that a priority need exists to provide funding to small businesses. A significant amount of the CDBG allocation for the first program year will be designated to undertake such efforts. Given the unpredictable nature of this event, the City expects to amend this Plan to retain flexibility in addressing the needs of the City and its residents.

The City's Strategic Plan for the allocation of the remaining CDBG funding will focus on providing safe and affordable housing, improving and rehabilitating infrastructure and other public facilities, supporting non-profit organizations that assist residents, ensuring adequate fire safety services are available and promoting a safe and healthy living environment through the demolition of abandoned structures.

The City will continue to collaborate with community organizations already operating within the City and will strive to encourage outside organizations to establish such a presence for the benefit of all residents. The City will continue its participation in the Heart of Illinois Continuum of Care (HoCoC) and will ensure collaboration within committees such as the Mayor's Advisory Committee for Persons with Disabilities and the Human Rights Committee.

Amendment I: Based on HUD's implementation of waiver allowing up to 6 months of support for residents in the form of emergency assistance payments in response to the economic conditions derived from coronavirus and associated restrictions, the City has identified an opportunity to assist cost-burdened residents through the implementation of a utility assistance program. Amendment I distributes the City's available allocation, in part to the category of Public Services for use in the event the City wishes to pursue this or other activities associated with Public Services as an allowable project/activity.

SP-10 GEOGRAPHIC PRIORITIES – 91.215 (A)(1)

Geographic Area

Table 48 - Geographic Priority Areas

1	Area Name:	City of Pekin
	Area Type:	Community wide investment of CDBG
	Other Target Area Description:	Community wide investment of CDBG
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The proposed investment allocations are intended to benefit primarily low- to moderate-income households throughout the City of Pekin. Many activities are not restricted by geographic area so long as the beneficiaries are largely comprised of low- to moderate-income households.

SP-25 PRIORITY NEEDS - 91.215(A)(2)

Priority Needs

Table 49 – Priority Needs Summary

1	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	Community wide investment of CDBG
	Associated Goals	Improved Economic Environment
	Description	Due to the restrictions placed on travel and services in response to the COVID-19 pandemic, the City has identified the support of local businesses as a priority need. The assistance provided by the City will attempt to arrest the current and subsequent economic consequences associated with the outbreak.
	Basis for Relative Priority	The City has identified economic development as a high-priority item due to the economic impact of the ongoing emergency declaration. Additionally, the City's resident survey results indicate this item is perceived by residents as a high-priority need.
2	Priority Need Name	Residential Rehabilitation
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Community wide investment of CDBG
	Associated Goals	Provide Quality, Safe and Accessible Housing

	Description	Providing residential programs that improve or rehabilitate existing properties and facilities or otherwise support residents in addressing home affordability and the stabilization of neighborhoods.
	Basis for Relative Priority	Approximately 24.9% of households within the City struggle to pay for necessities due to housing-related cost burdening. The City will support homeowners through residential repair, rehabilitation and improvement programs to reduce the expense of homeownership and prevent displacement. Additionally, the residential survey indicated that this need was of high importance as perceived by City residents.
3	Priority Need Name	Public Facilities and Infrastructure
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Community wide investment of CDBG
	Associated Goals	Amendment I: Improve Fire Safety Improve Facility, Utility, and Amenity Access
	Description	Residents have identified concerns with roads and sidewalks, with particular emphasis on compliance with Americans with Disabilities Act (ADA). Additionally, the City engineers have also identified the need for rehabilitation and improvements of the City's sewer and storm water systems. Amendment I: The City may also attempts to improve, rehabilitate or modify City-owned or non-profit facilities. Amendment I: The City previously identified fire facility improvements under Fire Response and Prevention, however, it was determined that an emphasis on improved fire facilities in the form of new fire station construction is necessary to ensure sufficient emergency response capabilities which is better suited under this priority need item. Additionally, this change also reflects an increased priority due to the present condition of fire facilities.
	Basis for Relative Priority	Results from the resident survey indicated this is a priority item as perceived by City residents.
4	Priority Need Name	Public Services Funding
	Priority Level	High

	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	Community wide investment of CDBG
	Associated Goals	Sustain or Expand Community Services Amendment I: Sustain or Expand Community Services and direct Assistance to Residents. Provide Quality, Safe and Accessible Housing
	Description	Community organizations are crucial in providing supportive services for residents. The City will continue to support such organizations through direct funding of services and facility improvements for non-profit and faith-based organizations. Amendment I: Assistance to residents through emergency payments will ensure that residents are able to remain in their homes with working utilities and safe shelter despite community-wide depressed economic circumstances or household income loss related to the coronavirus pandemic.
	Basis for Relative Priority	Community organizations are crucial in providing supportive services for residents. The City will continue to support such organizations through direct funding of services and facility improvements for non-profit and faith-based organizations. Amendment I: Public Services associated with emergency payments to residents is also considered a high priority item to ensure residents can remain in their homes, similar to the consideration specified in the residential rehabilitation Priority Need.
5	Priority Need Name	Demolition of Dangerous and Abandoned Structures
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Community wide investment of CDBG
	Associated Goals	Address Blighted Property Issues

	Description	The City of Pekin maintains an expanding list of abandoned buildings that have become dangerous to residents based on structural instability, fire and health risks, and/or the property's inclination to promote delinquent behavior. Further, neighborhoods containing abandoned structures tend to experience lower property values and increased crime.
	Basis for Relative Priority	As noted above, one of the ways we as a City can encourage residents to continue living in their homes is through affordability. For individuals that are cost-burdened, access to and the expansion of equity is crucial for dealing with unexpected expenses. The City will utilize CDBG funds to demolish such buildings to promote the health and safety of residents, stabilize land values and reduce the likelihood of associated delinquency.
6	Priority Need Name	Fire Response and Prevention
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Community wide investment of CDBG
	Associated Goals	Improve Fire Safety
	Description	Amendment I: The City has identified a critical need for improved equipment and apparatuses to ensure reliable and effective fire service for residents. Additionally, the City will consider instituting fire prevention programs working directly with property owners to promote fire safety. The City has identified a critical need for improved equipment, apparatuses, and facilities to ensure reliable and effective fire service for residents. Additionally, the City will consider instituting fire prevention programs working directly with property owners to promote fire safety.
	Basis for Relative Priority	The City has identified this as a high-priority need due to aging and deteriorating equipment and apparatuses.

Narrative (Optional)

SP-30 INFLUENCE OF MARKET CONDITIONS – 91.215 (B)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City does not receive HOME funds.
TBRA for Non-Homeless Special Needs	The City does not receive HOME funds.
New Unit Production	The City does not receive HOME funds. CDBG may not be used to construct new housing units unless carried out by a Community Housing Development Organization (CHDO).
Rehabilitation	There are a total of approximately 15,165 housing units in the City. Based on the most recent and complete data available, over 82% of those units were built in or before 1980 which indicates a likely need for rehabilitation and a strong possibility of the presence of lead. This dramatically increases the rehabilitation and improvement costs for homeowners and any substantial rehabilitation projects undertaken using CDBG dollars due to the need for appropriate remediation.
Acquisition, including preservation	Land acquisition in many neighborhoods is affordable. According to RealtyTrac foreclosure data in February 2020, more than 350 properties within the City were listed with pending foreclosure-related activity.

Table 50 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City expects to receive funds from HUD consisting of the Community Development Block Grant (CDBG) during the period covered by the City's 5-Year Consolidated Plan. The below chart provides the anticipated amount of available funds during the first year of the 5-Year Consolidated Plan. Any changes in the use of funds due to the increase or reduction of the HUD allocation will be determined by City staff at the time of HUD's allocation announcement for that program year.

HUD regulations place caps on the amount of funds that may be committed to certain types of activities. Regulations stipulate a 20% annual maximum on the amount of funds that can be allocated towards general administrative expenses. Administrative expenses that are directly related to the carrying out of program activity, such as the time taken to meet with a homeowner to discuss a specific project, are considered program delivery expenses and are not subject to the cap on administrative expenses. Regulations also require that no more than 15% of an entitlement district's annual allocation may be used to fund direct services carried out by subrecipients.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	422,197 Amendment I: 422,120	12,019	477,834	912,050 Amendment I: 911,973	1,688,788 Amendment I: 1,688,480 Amendment I: 1,827,656	Total amount with carryover for the 5-year period is \$2,600,838. Projection is based on 2020 entitlement allocation amount. Amendment I: Per HUD notification of calculation error, the year 1 annual allocation is instead \$422,120. Total amount with carryover for 5-year period is instead \$2,600,453. Amendment I: 2021 allocation increased to \$456,914; new total amount with carryover for 5-year period (at flat annual allocation amount) as of the date of the original Consolidated Plan approval is \$2,739,629.
Other	public - federal	Other	248,357 Amendment I: 447,494	0	0	248,357 Amendment I: 447,494	0	To prevent, prepare for and respond to the Coronavirus. Amendment I: CDBG-CV3 allocation included in additional resources.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Fire Response and Prevention Public Facilities and Infrastructure	Amendment I: 2,200,000	0	0	Amendment I: 2,200,000	Amendment I: 2,200,000	These funds will be received in the form of a 20 year loan, available to the City through HUD's Section 108 Loan Guarantee Program. These funds will be used to improve fire response and public facilities associated with emergency response. It is anticipated that \$700,000 will be used for Fire Response and Prevention activities while \$1,500,000 will be used for Public Facilities and Infrastructure.

Table 51 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funding does not mandate matching funds or leveraging. However, the City will seek to utilize leveraging related in all projects where possible. The City will also encourage non-profit organizations applying for Public Services funding to acquire or supply matching funds and/or leveraged resources to further the community benefit of each CDBG dollar spent.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not anticipate using a publicly-owned property to accomplish the goals identified in this Plan. However, if it is determined that publicly-owned property would be best utilized in support of such goals, the City reserves the right to take such action as deemed reasonable and appropriate by City leadership.

Discussion

The City does not anticipate using a publicly-owned property to accomplish the goals identified in this Plan. However, if it is determined that publicly-owned property would be best utilized in support of such goals, the City reserves the right to take such action as deemed reasonable and appropriate by City leadership.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Pekin	Government	Planning	Jurisdiction
Heart of Illinois Continuum of Care (Home For All)	Regional organization	Homelessness Non-homeless special needs Ownership Planning Public Housing Rental	Region
Pekin Housing Authority	PHA	Public Housing Rental	Jurisdiction

Table 52 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City is the lead agency and entitlement district for the jurisdiction. The City partners with local non-profit organizations on an annual basis to provide supportive services to residents. The City encourages its partners to acquire matching funds or leverage non-monetary resources to further the benefit provided by CDBG funding.

The City will continue to collaborate with community agencies to promote the continuous improvement of the City's supportive services. Providers participating in the Heart of Illinois Continuum of Care (HoCoC) provides support to individuals experiencing or at high-risk for homelessness. The City actively participates as a governing board member on the HoCoC to promote collaboration and open communication between the City and participating organizations.

The City continues to maintain a cooperative relationship with the Pekin Housing Authority (PHA). The PHA is a corporation of the State of Illinois and as such, may act independently to address the affordable housing needs within the City.

There are no broad gaps in the institutional delivery system, however, there are obstacles that result in needs remaining underserved. Lack of financial resources, limited numbers of volunteer staff, lack of coordination between community organizations is a common issue. Additionally, the inability for less experienced non-profit organizations to meet federal financial and reporting requirements without extensive technical support limit the degree to which the variety of community needs can be effectively addressed using CDBG funds.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X	X	
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
	X	X	X

Table 53 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City as an entitlement district serves as a governing board member for the HoCoC. The HoCoC consists of representatives from numerous support service providers who collaborate to resolve unaddressed community needs. During both governing board and general membership meetings, support providers are allowed to discuss available resources, new programs, referral options and the status of overall service delivery.

The HoCoC provides data through the Homeless Management Information System (HMIS), the software provided by HUD to track usage of programs, gaps in service and trends that demonstrate the needs in the homeless

population. This process provides critical information and insight to support local, state and federal officials in the decision-making process to effectively utilize available resources.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The area has a strong network of providers to provide not only medical and mental health treatment but also in post-discharge services. The HoCoC has an extensive membership of service providers who are focused on open communication and proactively identifying weaknesses in the support of high-risk individuals and families.

The Salvation Army and the Center for Prevention of Abuse both operate specialized shelters within the City that offer a variety of services for specialized populations. Also, numerous organizations provide support services within the City outside of shelter-related services. One example of such an organization is the Tazewell County Resource Center (TCRC), which provides supportive services and employment opportunities for individuals with unique physical, developmental or emotional needs.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City relies on willing and capable community organizations to propose programs for potential CDBG funding to address the gaps in the institutional structure and service delivery system. While the City will attempt to identify needs through the frequent cooperation with community organizations and members of the HoCoC, the City recognizes that social services staff are best suited to identify specific concerns within the community based on their specialized experience. The City anticipates allowing for submission of proposed Public Services programs on an annual basis.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Amendment I: Prevent, Prepare For, and Respond to Coronavirus	2020	2024	Non-Housing Community Development	City of Pekin	Public Facilities and Infrastructure	Amendment I: CDBG-CV: \$116,395	Projects Assisted: 1
2	Improved Economic Environment	2020	2024	Non-Housing Community Development	City of Pekin	Economic Development	CDBG: \$637,643 CDBG-CV: \$248,357 Amendment I: CDBG: \$70,000 Amendment I: CDBG: \$100,000 CDBG-CV: \$30,000	Businesses assisted: 125 Businesses Assisted
3	Sustain or Expand Community Services Amendment I: Sustain or Expand Community Services and direct Assistance to Residents.	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development Amendment I: Affordable Housing	City of Pekin	Public Services Funding	CDBG: \$55,000 Amendment I: CDBG: \$783,400 CDBG-CV: \$241,600 Amendment I: CDBG: \$36,000 CDBG-CV: \$261,099	Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted
4	Address Blighted Property Issues	2020	2024	Non-Housing Community Development	City of Pekin	Demolition of Dangerous and Abandoned Structures	CDBG: \$287,535 Amendment I: CDBG: \$415,000	Buildings Demolished: 25 Buildings

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Improved Facility, Utility, and Amenity Access	2020	2024	Non-Housing Community Development	City of Pekin	Public Facilities and Infrastructure	CDBG: \$150,000 Amendment I: \$452,573 Amendment I: CDBG \$1,568,611 Section 108: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted Other: 1 Other
6	Provide Quality, Safe and Accessible Housing	2020	2024	Affordable Housing	City of Pekin	Residential Rehabilitation	CDBG: \$115,517 Amendment I: CDBG: \$35,000 Amendment I: CDBG: \$45,000	Homeowner Housing Rehabilitated: 6 Household Housing Unit
7	Improve Fire Safety	2020	2024	Non-Housing Community Development	City of Pekin	Fire Response and Prevention	CDBG: \$701,143 Amendment I: CDBG: \$434,000 Amendment I: CDBG: \$109,352 Section 108: \$700,000	Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Administration	2020	2024	Planning	City of Pekin		CDBG: \$422,000 Amendment I: CDBG: \$422,000 CDBG-CV: \$89,498.80 Amendment I: CDBG: \$465,665 CDBG-CV: \$40,000	Other: 1 Other

Table 54 – Goals Summary

Goal Descriptions

1	Goal Name	Prevent, Prepare For, and Respond to Coronavirus
	Goal Description	Emergency actions designed to prevent the spread or respond to the impacts of Coronavirus.
2	Goal Name	Improved Economic Environment
	Goal Description	Assisting workers and businesses within the community through economic development projects. The City will consider a variety of potential activities including grants and loans with a primary focus of stabilizing business and retaining jobs for workers that come from low- to moderate-income households.
3	Goal Name	Sustain or Expand Community Services Amendment I: Sustain or Expand Community Services and Assistance to Residents.
	Goal Description	Identifying and soliciting opportunities to support non-profit and faith-based agencies that are willing and capable of providing new or expanded social services to benefit residents of the City. The City may accept applications from organizations during a specified application period or through direct solicitation to address specific needs. Amendment I: Identifying and soliciting opportunities to support non-profit and faith-based agencies that are willing and capable of providing new or expanded social services to benefit residents of the City. The City may accept applications from organizations during a specified application period or through direct solicitation to address specific needs. To further support residents, the City may undertake emergency assistance payments either utilizing City department staff or through non-profit and faith-based agencies.
4	Goal Name	Address Blighted Property Issues
	Goal Description	Acquisition, demolition, and/or clearance of abandoned structures that pose a risk to public safety, promote delinquency and/or are considered to threaten neighborhood stability.
5	Goal Name	Improved Facility, Utility, and Amenity Access
	Goal Description	Improving or rehabilitating structures, land parcels, or utilities owned by the City or non-profit organizations in support of a suitable living environment. Amendment I: CDBG entitlement funds in the amount of \$233,416 are being allocated to this goal as principal, interest, and fee payments associated with Section 108 loan obligations for the Consolidated Plan period.
6	Goal Name	Provide Quality, Safe and Accessible Housing
	Goal Description	Providing residential programs that improve or rehabilitate existing properties and facilities or otherwise support residents in addressing home affordability and the stabilization of neighborhoods. The City will also identify additional ways to support homeowners such as through emergency repair programs.

7	Goal Name	Improve Fire Safety
	Goal Description	Conducting activities that increase fire safety for all residents that may include land acquisition, facility improvements, apparatus/equipment purchase and/or prevention programs that benefit individual households or identified geographic areas. Amendment I: CDBG entitlement funds in the amount of \$109,352 are being allocated to this goal as principal, interest, and fee payments associated with Section 108 loan obligations for the Consolidated Plan period.
8	Goal Name	Administration
	Goal Description	Costs associated with administering the City's CDBG program including staff hours, office-related expenses, IT-related expenses or other costs not pertaining to a specific activity that may be considered an activity delivery expense.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Estimating the number of families who will benefit from affordable housing-related activities is difficult due to the variety of factors that influence the degree to which CDBG dollars are expended on such activities. Additionally, CDBG funding is often supplemented by additional matching funds which allow for an even greater impact on estimated performance measures.

The City relies on proposals submitted from qualified non-profit organizations for the expenditure of funds for Public Services, which introduces an unknown variable in the quantification of achievement at the planning stage since some of those proposals may (or may not) aim to address home affordability.

SP-50 PUBLIC HOUSING ACCESSIBILITY AND INVOLVEMENT – 91.215(C)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Pekin Housing Authority (PHA) meets the Section 504 accessibility requirements.

Activities to Increase Resident Involvements

The PHA has one resident serving on the Board of Commissioners and a Resident Advisory Council that reviews and makes recommendations regarding PHA policies and Capital Plan. The PHA holds numerous resident engagement events. Some notable resident events include Back to School Pool Party, Celebrating Generations Event, Gardening at PHA, PHA Annual Easter Egg Party and Hunt and the PHA School and Supply Registration Event. Besides the website, the Resident Services Coordinator maintains the PHA Facebook page allowing the PHA to communicate with the residents and other interested parties. The PHA also has a “One Call Now” system to send messages to the residents via phone, text or e-mail.

The PHA has a full-time Resident Services Coordinator who assists residents with a variety of needs. That person arranges events, meets with new residents soon after they move in to make sure they have what they need and understand their relationship with the Housing Authority. PHA also works with the school systems on behalf of residents. As possible, the PHA provides opportunities for financial education through workshops and housing-related counseling. Historically, they have conducted these activities as a one-on-one counseling when an individual reports increased income that may enable the acquisition of non-public housing options or through group-based financial workshops provided by local credit unions.

The PHA completes a Consolidated Plan similar to this document which outlines their methods of engaging residents. Additionally, the Pekin Housing Authority’s resident services coordinator maintains close contact with the residents to understand their specific needs. Transportation needs are addressed with bus passes. Employment opportunities in the community are shared with the residents. Occasionally, they are able to advocate for those seeking outside benefits which will improve their living conditions.

Is the public housing agency designated as troubled under 24 CFR part 902?

No.

Plan to remove the ‘troubled’ designation

The PHA has not been designated as troubled and most recently received an average facility inspection score of 83 (out of 100).

SP-55 BARRIERS TO AFFORDABLE HOUSING – 91.215(H)

Barriers to Affordable Housing

Tax and building code instruments have the potential to influence the likelihood of residential investment and neighborhood affordability. The City has no specific taxing policies that would negatively affect residential investment or affordability. Housing taxes are based solely on the assessed value of the property. Building code requirements and fees are applied similarly to all types of residential structures and present no unique barriers to development or improvement. There are no City policies or fees that are anticipated to diminish the potential return on residential investment.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City will continue to engage in activities that support homeowners in the rehabilitation and improvement of their homes. Additionally, funding will be allocated each program year to select non-profit and/or faith-based organizations through a proposal solicitation process. Some may include removing barriers to affordable housing.

SP-60 HOMELESSNESS STRATEGY – 91.215(D)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Pekin participates in the Heart of Illinois Continuum of Care (HoICoC) as a governing board member. The City will continue to identify other opportunities to reach out to individuals experiencing homelessness through cooperation with community leaders and organizations.

Addressing the emergency and transitional housing needs of homeless persons

The City currently has two transitional shelters operating within the City limits. The Salvation Army Rust Center provides temporary shelter to individuals and families while The Center for Prevention of Abuse operates the Carol House of Hope which provides transitional support and shelter to survivors of domestic abuse. No emergency shelters are operating within the City limits.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City participates in the Heart of Illinois Continuum of Care (HoICoC) as a governing board member. The City will continue to identify other opportunities to provide services to individuals experiencing homelessness through cooperation with local community organizations. Further, the City plans to fund non-profit organizations on an annual basis using CDBG funds that may include programs that benefit individuals experiencing homelessness or preventing its occurrence.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City participates in the Heart of Illinois Continuum of Care (HoICoC) as a governing board member. One of the focuses of the HoICoC is the coordinated re-entry into the community to avoid the reoccurrence of homelessness. The City will continue to identify other opportunities to support individuals discharging from institutional care through cooperation with community organizations. Further, the City plans to fund non-profit organizations on an annual basis using CDBG funds that may include services that benefit individuals during transition or discharge.

SP-65 LEAD BASED PAINT HAZARDS – 91.215(I)

Actions to address LBP hazards and increase access to housing without LBP hazards

All activities will comply with lead-based paint requirements including mitigation as mandated by regulations. The requirements for compliance with lead-based paint regulations are dependent upon the anticipated scope of the activity.

How are the actions listed above related to the extent of lead poisoning and hazards?

The accurate identification and mitigation of lead-based paint hazards as required by regulations will reduce the risk of lead poisoning and hazards.

How are the actions listed above integrated into housing policies and procedures?

The City's CDBG Policies and Procedures require City staff to consult with certified professionals to identify and properly address lead-related concerns. Lead-related procedural requirements differ based on the nature, scope, and costs of the activity. City staff provides notification, documentation, and mitigation of lead-based paint hazards consistent with regulatory requirements. Lead-safe work practices and mitigation services are included in City procedures on the use of CDBG funds.

SP-70 ANTI-POVERTY STRATEGY – 91.215(J)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City will work to assist families with low-to moderate-income through the rehabilitation and improvement of their homes. Poverty-level families have a high risk of experiencing homelessness and the City's rehabilitation programs will support families by reducing the cost-burden of necessary rehabilitation and improvement activities.

Public services play an integral role in support families at or near the poverty-level and the City will fund community organizations to the fullest extent allowable by CDBG regulations.

Amendment 1: The City will also consider assisting residents that are behind in necessary bills such as homeownership, rental, or utility costs to ensure residents can remain in their homes despite delinquencies due to their economic status, particularly when impacted by coronavirus-related income disruptions.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Many of the goals in this Plan are intrinsically tied to the overall goal of poverty reduction. The City will work to ensure residents with low- to moderate-income have safe and decent housing without additional cost to them. Additionally, the City will promote accessibility and efficient delivery of public utilities and services, support non-profit organizations that provide direct assistance to residents, stabilize home values and discourage delinquency through the demolition of abandoned structures, and ensure the safety of families through effective fire prevention and response initiatives.

SP-80 MONITORING – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City's CDBG Program Manager is primarily responsible for the planning and implementation of the activities described in this plan. The City, through its CDBG Program Manager, will ensure to the furthest extent possible that applicable regulations are observed and proper documentation is maintained. The City recently migrated its economic development program to a grants management software to assist in CDBG staff in meeting HUD requirements.

The City prepares an electronic project folder for each activity undertaken using CDBG funds. This folder contains a document checklist along with all necessary supporting documentation. Each checklist ensures that expenditure and accomplishment information is properly gathered to fulfill mandated reporting responsibilities. Electronic records are securely backed up on a regular basis to ensure redundancy of information. The CDBG Program Manager conducts folder reviews on an annual basis to ensure completeness.

For activities involving subrecipients, the City conducts a risk assessment prior to initial award and on-site monitoring at least once annually for each active subrecipient. If a subrecipient is deemed necessary through the risk assessment process, the City may conduct additional on-site or desk monitoring with active subrecipients. Subrecipients are issued a notice at the conclusion of all monitoring actions to document and convey the results of the visit and any findings or concerns.

The CDBG Program Manager will cooperate with participating city department staff to ensure all necessary documentation for CDBG-funded activities has been included in project folders. In addition to the electronic project folders created for each activity, activity information is also recorded in City's grant administration software, HUD's Integrated Disbursement and Information System (IDIS) and the HUD Environmental Review Online System (HEROS).

The City retains demographic documentation for all CDBG-funded contract awards to complete the HUD-mandated reports regarding Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Section 3. There is currently no minimum number of contracts that must be awarded to such businesses, however, the City will make efforts to identify ways to promote the award of contracts to qualified entities as described in 24 CFR 92.351 where possible.

EXPECTED RESOURCES

AP-15 EXPECTED RESOURCES – 91.220(C)(1,2)

Introduction

The City expects to receive funds from HUD consisting of the Community Development Block Grant (CDBG) during the period covered by the City’s 5-Year Consolidated Plan. The below chart provides the anticipated amount of available funds during the first year of the 5-Year Consolidated Plan. Any changes in the use of funds due to the increase or reduction of the HUD allocation will be determined by City staff at the time of HUD’s allocation announcement for that program year.

HUD regulations place caps on the amount of funds that may be committed to certain types of activities. Regulations stipulate a 20% annual maximum on the amount of funds that can be allocated towards general administrative expenses. Administrative expenses that are directly related to the carrying out of program activity, such as the time taken to meet with a homeowner to discuss a specific project, are considered program delivery expenses and are not subject to the cap on administrative expenses. Regulations also require that no more than 15% of an entitlement district’s annual allocation may be used to fund direct

services carried out by subrecipients.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	422,197 Amendment I: 422,120	 12,019	 477,834	 911,973	1,688,788 Amendment I: 1,700,000	Total amount with carryover for the 5-year period is \$2,600,838. Projection is based on 2020 entitlement allocation amount. Amendment I: Per HUD notification of calculation error, the year 1 annual allocation is instead \$422,120 and \$425,000 estimated for the remainder of the next 4 years of the plan. Total amount with carryover for 5-year period is instead \$2,611,973.
Other	public - federal	Other	248,357 Amendment I: 447,494	 0	 0	248,357 Amendment I: 447,494	 0	To prevent, prepare for and respond to the Coronavirus. Amendment I: CDBG-CV3 allocation included in additional resources.

Expected Amount Available Year 1					Expected Amount Available Remainder of ConPlan	Narrative Description
Annual Allocation: \$	CDBG-CV Allocation \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
422,197	248,357	12,019	477,834	1,212,691	1,688,788	Total amount of available resources for the 5-year duration of this Plan is \$2,901,479.32. Projection is based on a stable entitlement allocation using the 2020 entitlement allocation amount. Amendment I: Per HUD notification of calculation error, the year 1 annual allocation is instead \$422,120. Total amount with carryover for 5-year period is instead \$2,611,973. Including CDBG-CV funding, total amount with carryover for 5-year period is \$3,059,467.
Amendment I: 422,120	Amendment I: 447,494			Amendment I: 1,359,467	Amendment I: 1,700,000	

Table 55 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funding does not mandate matching funds or leveraging. However, the City will seek to utilize leveraging related in all projects where possible. The City will also encourage non-profit organizations applying for Public Services funding to acquire or supply matching funds and/or leveraged resources to further the community benefit of each CDBG dollar spent.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs

identified in the plan

The City does not anticipate using a publicly-owned property to accomplish the goals identified in this Plan. However, if it is determined that publicly-owned property would be best utilized in support of such goals, the City reserves the right to take such action as deemed reasonable and appropriate by City leadership.

Discussion

ANNUAL GOALS AND OBJECTIVES

AP-20 Annual Goals and Objectives

Goals Summary Information

Amendment I								
Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent, Prepare For, and Respond to Coronavirus	2020	2021	Non-Housing Community Development	City of Pekin	Prevent, prepare for, and respond to Coronavirus	CDBG-CV: \$116,395.20	Projects Assisted: 1
2	Improved Economic Environment	2020	2021	Non-Housing Community Development	City of Pekin	Economic Development	CDBG: \$70,000	Businesses Assisted: 125 Businesses Assisted
3	Sustain or Expand Community Services and Direct Assistance to Residents.	2020	2021	Homeless Non-Homeless Special Needs Non-Housing Community Development Affordable Housing	City of Pekin	Public Services Funding	CDBG: \$563,400 CDBG-CV: \$241,600	Public service activities for Low/Moderate Income Housing. Benefit: 500 Households Assisted
4	Address Blighted Property Issues	2020	2021	Non-Housing Community Development	City of Pekin	Demolition of Dangerous and Abandoned Structures	CDBG: \$75,000	Buildings Demolished: 7 Buildings
5	Improved Facility, Utility, and Amenity Access	2020	2021	Non-Housing Community Development	City of Pekin	Public Facilities and Infrastructure	CDBG: \$31,573.00	Projects Assisted: 1

Amendment I								
Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Provide Quality, Safe and Accessible Housing	2020	2021	Affordable Housing	City of Pekin	Residential Rehabilitation	CDBG: \$35,000	Homeowner Housing Rehabilitated: 2 Household Housing Units
7	Improved Fire Safety	2020	2021	Non-housing Community Development	City of Pekin	Fire Response and Prevention	CDBG: \$55,000	Other: 1 Other
8	Administration	2020	2021	Planning	City of Pekin	All Needs	CDBG: \$82,000 CDBG-CV: \$89,498.80	Other: 1 Other

Original Plan Goals								
Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improved Economic Environment	2020	2021	Non-Housing Community Development	City of Pekin	Economic Development	CDBG: \$637,643 CDBG-CV: \$248,357	Businesses assisted: 125 Businesses Assisted
2	Sustain or Expand Community Services	2020	2021	Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Pekin	Public Services Funding	CDBG: \$55,000	Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted

Original Plan Goals								
Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Address Blighted Property Issues	2020	2021	Non-Housing Community Development	City of Pekin	Demolition of Dangerous and Abandoned Structures	CDBG: \$100,000	Buildings Demolished: 7 Buildings
4	Provide Quality, Safe and Accessible Housing	2020	2021	Affordable Housing	City of Pekin	Residential Rehabilitation	CDBG: \$35,000	Homeowner Housing Rehabilitated: 2 Household Housing Unit
5	Administration	2020	2021	Planning	City of Pekin	All Needs	CDBG: \$84,407	Other: 1 Other

Table 56 – Goals Summary

Goal Descriptions

1	Goal Name	Amendment I: Prevent, Prepare For, and Respond to Coronavirus
	Goal Description	Amendment I: Modification to City or non-profit facilities to prevent spread of the Coronavirus.
2	Goal Name	Improved Economic Environment
	Goal Description	Assisting workers and businesses within the community through economic development projects. The City will consider a variety of potential activities including grants and loans with a primary focus of stabilizing business and retaining jobs for workers that come from low- to moderate-income households.

3	Goal Name	Sustain or Expand Community Services Amendment I: Sustain or Expand Community Services and direct Assistance to Residents.
	Goal Description	Identifying and soliciting opportunities to support non-profit and faith-based agencies that are willing and capable of providing new or expanded social services to benefit residents of the City. The City may accept applications from organizations during a specified application period or through direct solicitation to address specific needs. Amendment I: Assistance to residents through emergency payments will ensure that residents are able to remain in their homes with working utilities and safe shelter despite community-wide depressed economic circumstances or household income loss related to the coronavirus pandemic.
4	Goal Name	Address Blighted Property Issues
	Goal Description	Acquisition, demolition, and/or clearance of abandoned structures that pose a risk to public safety, promote delinquency and/or are considered to threaten neighborhood stability.
5	Goal Name	Improved Facility, Utility, and Amenity Access
	Goal Description	Improving or rehabilitating structures, land parcels, or utilities owned by the City or non-profit organizations in support of a suitable living environment.
6	Goal Name	Provide Quality, Safe and Accessible Housing
	Goal Description	Providing residential programs that improve or rehabilitate existing properties and facilities or otherwise support residents in addressing home affordability and the stabilization of neighborhoods.
7	Goal Name	Improved Fire Safety
	Goal Description	Improvements, equipment, and activities associated with fire prevention and response.
8	Goal Name	Administration
	Goal Description	Administration of the City CDBG program, planning activities including the Annual Action Plan and Consolidated Plan. Includes all staff activities, equipment and incidental expenses governed by HUD 20% cap on administrative expenses.

PROJECTS

AP-35 PROJECTS – 91.220(D)

Introduction

Projects

Amendment I	
#	Project Name
1	CV-Public Services
2	CV-Public Facilities
3	CV-Administration
4	Economic Development
5	Public Services
6	Demolition
7	Fire Prevention and Response
8	Residential Rehabilitation
9	Program Administration

Original Plan	
#	Project Name
1	Economic Development
2	Public Services Funding
3	Demolition
4	Residential Rehabilitation
5	Program Administration

Table 57 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City is committed to supporting employees who work in the City and the businesses that employ them. In response to the COVID-19 outbreak and the business restrictions associated with that event, the City has determined that a priority need exists to provide funding to small businesses. A significant amount of the CDBG allocation for this program year will be designated to undertake such efforts. Given the unpredictable nature of this event, the City expects to amend this Plan to retain flexibility in addressing the needs of the City and its residents moving forward.

The City will continue to collaborate with community organizations already operating within the City and will strive to encourage outside organizations to establish such a presence for the benefit of all residents. The City will also conclude two residential rehabilitation projects that are being carried over from the 2019 program year. The City has included several additional projects that it has not yet attached funding to for this program year. Based on the current emergency situation, the City has included these possible projects to maintain transparency in the potential uses of funds should other projects utilize less funding than anticipated. It is unclear at this time whether funds will remain for the additional projects but the City will amend its plan as deemed necessary observing all provisions in the City's Citizen Participation Plan.

~~There are few obstacles in utilizing funds as described in the proposed projects for this program year outside of the emergency declaration. The City is currently allocating the majority of this program year's funding to economic development projects in an effort to support local businesses, their employees and residents. The City has made the determination to prioritize this need given the current situation but will remain vigilant in the possibility of reallocation should the economic environment stabilize.~~

Amendment I: There are few obstacles in utilizing funds as described in the proposed projects for this program year outside of the emergency declaration. The City is currently allocating the majority of this program year's funding to economic development projects in an effort to support local businesses, their employees and residents. The City has made the determination to prioritize this need given the current situation but will remain vigilant in the possibility of reallocation should the economic environment stabilize.

AP-38 PROJECT SUMMARY

Project Summary Information

Amendment I		
1	Project Name	CV-Public Services
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$241,600
	Description	This project is to provide organizational capacity building and a variety of public services to be utilized by low to moderate-income residents or assisting residents through direct assistance.
	Target Date	4/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	200 households will be assisted with emergency payments to shelter or utility providers.
	Location Description	City of Pekin
	Planned Activities	The City anticipates providing grants to non-profit or faith-based organizations that provide services within the community as well as direct assistance through emergency payments to ensure residents have adequate shelter and necessary utility services.
2	Project Name	CV-Public Facilities
	Target Area	Citywide
	Goals Supported	Prevent, Prepare For, and Respond to Coronavirus
	Needs Addressed	Public Facilities and Infrastructure
	Funding	CDBG-CV: \$116,395.20

	Description	Modification to City or non-profit facilities to prevent spread of the Coronavirus.
	Target Date	4/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Other: 1 Other
	Location Description	City of Pekin
	Planned Activities	Modification to City or non-profit facilities to prevent spread of the Coronavirus. One project has been identified for funding within the City's fire department to modify living quarters to ensure staff safety during the Coronavirus pandemic.
3	Project Name	CV-Administration
	Target Area	Citywide
	Goals Supported	Planning & Administration
	Needs Addressed	All Needs
	Funding	CDBG-CV: \$89,498.80
	Description	This program is to ensure all grants and their associated activities are properly planned and administered.
	Target Date	04/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Other: 1 Other
	Location Description	City of Pekin
4	Project Name	Economic Development
	Target Area	Citywide

	Goals Supported	Improved Economic Environment
	Needs Addressed	Microenterprise and Small Business Support
	Funding	CDBG: \$70,000
	Description	Due to the restrictions placed on travel and services in response to the COVID-19 pandemic, the City has identified the support of local businesses as a priority need. The assistance provided by the City will attempt to arrest the current and subsequent economic consequences associated with the outbreak by providing assistance to local businesses, their employees and the self-employed. This project will include activities which qualify for the urgent need national objective based on disaster proclamations impacting the City of Pekin.
	Target Date	4/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that this project will assist local business owners and their employees. Due to the severity of the COVID-19 pandemic and the extensive requirements associated with social distancing, the City will be largely assisting LMI business owners and employees but will engage in some business relief under the Urgent Need national objective thereby potentially benefitting households outside of the LMI designation (not to exceed 70% of grant funding as specified in this document's certifications). During the program year, it is anticipated that the City will assist 125 businesses using CDBG and other funding. While it is expected to exceed this figure based on the benefit to employees, this project will assist at least 125 families through the use of all funding types available.
	Location Description	City of Pekin
	Planned Activities	Due to the impact of the COVID-19 pandemic and associated restrictions, the City has determined that it is imperative to assist businesses through funding and other supports.
5	Project Name	Public Services
	Target Area	Citywide
	Goals Supported	Sustain or Expand Community Services and direct Assistance to Residents.
	Needs Addressed	Public Services Funding
	Funding	CDBG: \$563,400
	Description	This project is to provide organizational capacity building and a variety of public services to be utilized by low to moderate-income residents or assisting residents through direct assistance.
	Target Date	4/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Public service activities for Low/Moderate Income Housing Benefit: 500 Households Assisted
	Location Description	City of Pekin
	Planned Activities	The City anticipates providing grants to non-profit or faith-based organizations that provide services within the community as well as direct assistance through emergency payments to ensure residents have adequate shelter and necessary utility services.
6	Project Name	Demolition
	Target Area	Citywide
	Goals Supported	Address Blighted Property Issues
	Needs Addressed	Demolition of Dangerous and Abandoned Structures
	Funding	CDBG: \$75,000
	Description	Demolition of deteriorated structures on a spot blight basis.
	Target Date	04/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Other: 4 Other (Spot Blight)
	Location Description	Citywide
	Planned Activities	Demolition and clearance of 4 abandoned and dangerous structures.
7	Project Name	Improved Facility, Utility, and Amenity Access
	Target Area	Citywide
	Goals Supported	Address Blighted Property Issues
	Needs Addressed	Public Facilities and Infrastructure

	Funding	CDBG: \$31,573
	Description	Improvement and rehabilitation of infrastructure, City-owned facilities or non-profit owned facilities.
	Target Date	04/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Other: 1 Non-Housing
	Location Description	Citywide
	Planned Activities	Improvement and rehabilitation of infrastructure such as sidewalks, utility lines and ADA-related improvements. The City may also improve, rehabilitate or modify City-owned or non-profit facilities.
8	Project Name	Fire Prevention and Response
	Target Area	Citywide
	Goals Supported	Improve Fire Safety
	Needs Addressed	Fire Response and Prevention
	Funding	CDBG: \$55,000
	Description	The City has identified a critical need for improved equipment, apparatuses, and facilities to ensure reliable and effective fire service for residents. Additionally, the City may also consider instituting fire prevention programs working directly with property owners to promote fire safety.
	Target Date	04/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Other: 1 Other
	Location Description	City of Pekin
	Planned Activities	Potential investment in fire equipment, apparatus, facility improvements or other expenditures that promote and preserve fire response capabilities or promote fire safety.

9	Project Name	Residential Rehabilitation
	Target Area	Citywide
	Goals Supported	Provide Quality, Safe and Accessible Housing
	Needs Addressed	Residential Rehabilitation
	Funding	CDBG: \$35,000
	Description	Providing residential programs that improve or rehabilitate existing properties and facilities or otherwise support residents in addressing home affordability and the stabilization of neighborhoods.
	Target Date	04/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Two households will benefit from residential rehabilitation activities.
	Location Description	City of Pekin
	Planned Activities	Completion of carryover rehabilitation projects from previous program years.
10	Project Name	Program Administration
	Target Area	City of Pekin
	Goals Supported	Administration
	Needs Addressed	
	Funding	CDBG: \$82,000
	Description	General Planning and administration of the CDBG program.
	Target Date	4/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This project is for the administration of the CDBG funding as a whole. While the administration of the program is critical in the utilization of CDBG funding to benefit families within the community, this project does not directly benefit families without the inclusion of the other projects outlined in this Annual Action Plan.

	Location Description	Administration of the City's CDBG program occurs primarily at City Hall, located at 111 S. Capitol Street, Pekin IL 61554.
	Planned Activities	Administration of the City's CDBG program, planning activities including the Annual Action Plan and Consolidated Plan. Includes all staff activities, equipment and incidental expenses governed by HUD's 20% cap on administrative expenses.

Original Plan		
1	Project Name	Economic Development
	Target Area	City of Pekin
	Goals Supported	Improved Economic Environment
	Needs Addressed	Economic Development
	Funding	CDBG: \$637,643 CDBG-CV: \$248,357
	Description	Due to the restrictions placed on travel and services in response to the COVID-19 pandemic, the City has identified the support of local businesses as a priority need. The assistance provided by the City will attempt to arrest the current and subsequent economic consequences associated with the outbreak by providing assistance to local businesses, their employees and the self-employed. This project will include activities which qualify for the urgent need national objective based on disaster proclamations impacting the City of Pekin.
	Target Date	4/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that this project will assist local business owners and their employees. Due to the severity of the COVID-19 pandemic and the extensive requirements associated with social distancing, the City will be largely assisting LMI business owners and employees but will engage in some business relief under the Urgent Need national objective thereby potentially benefitting households outside of the LMI designation (not to exceed 70% of grant funding as specified in this document's certifications). During the program year, it is anticipated that the City will assist 125 businesses using CDBG funding. While it is expected to exceed this figure based on the benefit to employees, this project will assist at least 125 families.

	Location Description	Citywide
	Planned Activities	Due to the impact of the COVID-19 pandemic and associated restrictions, the City has determined that it is imperative to assist businesses through funding and other supports.
2	Project Name	Public Services Funding
	Target Area	City of Pekin
	Goals Supported	Sustain or Expand Community Services.
	Needs Addressed	Public Services Funding
	Funding	CDBG: \$55,000
	Description	The City may award funding to community organizations based on direct engagement with an identified organization based on an identified community need or through a competitive proposal process.
	Target Date	4/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	In 2019, the City's public services funding assisted 180 individuals through two public services grants. The families that benefitted were from LMI households or were presumed to be LMI by the nature of the activity or service. The City intends to provide funding for this project at similar levels to the previous program year and would anticipate a similar result of approximately 180 individuals benefitting from the increased and preserved services provided. Amendment I: In addition to the families benefitted above, the City hopes to also assist at least 500 low- to moderate income households using the emergency payments direct to providers of necessary utilities and shelter providers.
	Location Description	Citywide
	Planned Activities	The City will provide funding to community organizations currently providing services within the City to expand the number of beneficiaries or to organizations looking to create new services within the City. Amendment I: The City may also engage in direct assistance to residents in the form of emergency payments paid directly to service providers in response to ensure access to necessary utilities and residents maintain adequate shelter during the impacts of coronavirus and associated restrictions.
	Project Name	Demolition
3	Target Area	City of Pekin

	Goals Supported	Address Blighted Property Issues
	Needs Addressed	Demolition of Dangerous and Abandoned Structures
	Funding	CDBG: \$100,000
	Description	The City Inspections Department will identify abandoned and unsafe structures for potential demolition and clearance.
	Target Date	4/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This project will benefit entire neighborhoods through the removal and clearance of abandoned or dangerous structures located in the City. The City intends to complete 7 demolitions during the lifecycle of the Annual Action Plan. The City cannot provide an accurate estimate as to the number of families benefitting from this project since the project sites have not been determined, however, it is anticipated that the primary benefactor for this project is LMI households. Generally, abandoned or dangerous structures are located in census tracts with lower average income and many of the households in these areas are anticipated to be LMI households.
	Location Description	Citywide
	Planned Activities	Acquisition, demolition, and/or clearance of abandoned structures that pose a risk to public safety, promote delinquency and/or are considered to threaten neighborhood stability.
4	Project Name	Residential Rehabilitation
	Target Area	City of Pekin
	Goals Supported	Provide Quality, Safe and Accessible Housing
	Needs Addressed	Residential Rehabilitation
	Funding	CDBG: \$35,000
	Description	Rehabilitation and improvement activities for residential structures and all associated program delivery costs.
	Target Date	4/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The two activities associated with this project were identified during the previous program year. All beneficiaries of this project are LMI households. After the completion of the two aforementioned activities, the City may provide additional assistance to one or more LMI households should funds remain. It is anticipated that two LMI households will benefit from this project.

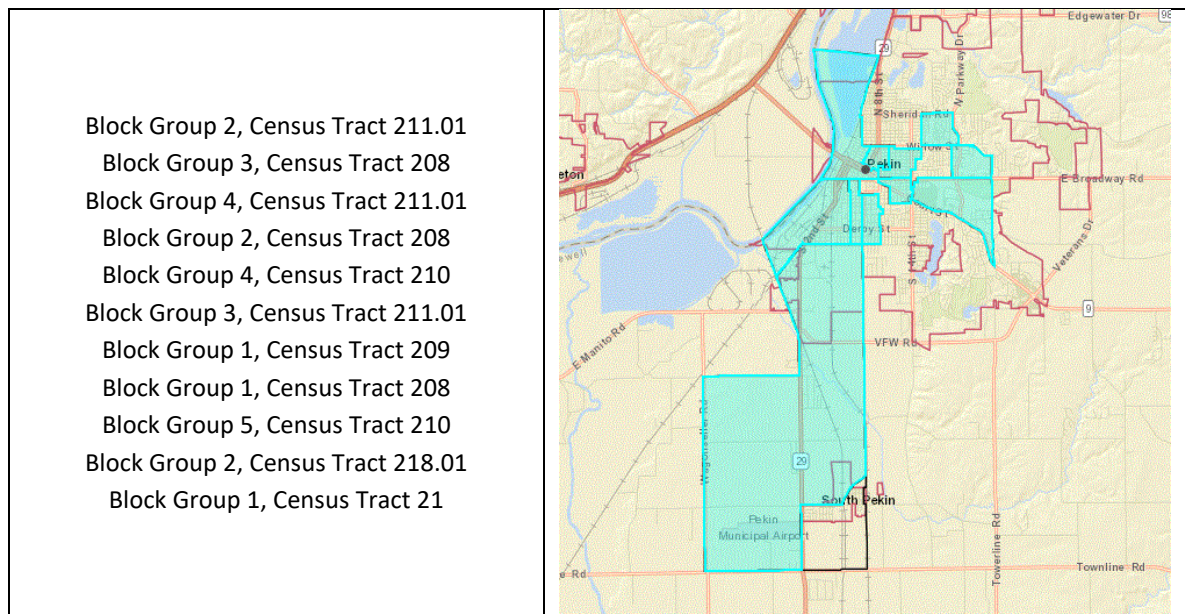
	Location Description	Citywide
	Planned Activities	Activities include the improvement and rehabilitation of residential structures including all associated abatements activities as required by regulation.
5	Project Name	Program Administration
	Target Area	City of Pekin
	Goals Supported	Administration
	Needs Addressed	
	Funding	CDBG: \$84,407
	Description	General Planning and administration of the CDBG program.
	Target Date	4/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This project is for the administration of the CDBG funding as a whole. While the administration of the program is critical in the utilization of CDBG funding to benefit families within the community, this project does not directly benefit families without the inclusion of the other projects outlined in this Annual Action Plan.
	Location Description	Administration of the City's CDBG program occurs primarily at City Hall, located at 111 S. Capitol Street, Pekin IL 61554.
	Planned Activities	Administration of the City's CDBG program, planning activities including the Annual Action Plan and Consolidated Plan. Includes all staff activities, equipment and incidental expenses governed by HUD's 20% cap on administrative expenses.

AP-50 GEOGRAPHIC DISTRIBUTION – 91.220(F)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There were no specific geographic areas identified during the compilation of the Consolidated Plan to prioritize the allocation of CDBG in a particular geographic location. While the City does have census tracts at or above the threshold established by HUD to be considered a low- to moderate-income area (LMA), these areas were not exceptionally higher in LMI or poverty rates than the remaining areas of the City.

The following census tracts were identified as being comprised of 51% or more households that HUD considers LMI:

**Geographic Distribution**

Target Area	Percentage of Funds
City of Pekin	100

Table 58 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Most of the City's anticipated activities are not isolated to a particular area or region of the City.

Discussion

AFFORDABLE HOUSING

AP-55 AFFORDABLE HOUSING – 91.220(G)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	2
Special-Needs	0
Total	2

Table 59 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	0
Total	2

Table 60 - One Year Goals for Affordable Housing by Support Type

Discussion

The City is prioritizing economic development activities during this program year. However, the City anticipates the completion of two residential rehabilitation projects being carried over from the 2019 program year.

AP-60 PUBLIC HOUSING – 91.220(H)

Introduction

The Pekin Housing Authority (PHA) provides housing assistance through the administration of several complexes that provide quality housing to individuals that qualify under their income requirements. PHA currently provides vouchers to 191 individuals through their public housing facilities, including 62 families with at least one household member reporting a disability and 40 with at least one household member over the age of 62.

Actions planned during the next year to address the needs to public housing

The Housing Authority uses its capital funds to maintain the properties based upon an Annual and Five-Year Plan developed by their organization. Currently, The Buildings at Park Ridge Estates are receiving new exterior finishes, replacing original materials installed in 1982. Phase 1 will include half of the duplexes and the community center. Phase 2 should complete the project using 2020 capital funds. Interiors of those properties were updated several years ago. Last year, the first floor of Golden Arms Apartments was renovated to make the building more accessible with new restrooms, an expanded laundry room and accessible offices. Future funds are expected to be used to renovate the community center at the Broadway Apartments.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The PHA has one resident serving on the Board of Commissioners and a Resident Advisory Council that reviews and makes recommendations regarding PHA policies and Capital Plan. The PHA holds numerous resident engagement events. Some notable resident events include Back to School Pool Party, Celebrating Generations Event, Gardening at PHA, PHA Annual Easter Egg Party and Hunt and the PHA School and Supply Registration Event. Besides the website, the Resident Services Coordinator maintains the PHA Facebook page allowing the PHA to communicate with the residents and other interested parties. The PHA also has a “One Call Now” system to send messages to the residents via phone, text or e-mail.

The PHA has a full-time Resident Services Coordinator who assists our residents with a variety of needs. That person arranges events, meets with new residents soon after they move in to make sure they have what they need and understand their relationship with the Housing Authority. PHA also works with the school systems on behalf of our residents.

The PHA completes a Consolidated Plan similar to this document which outlines their methods of engaging residents. Additionally, the Pekin Housing Authority’s resident services coordinator maintains close contact with the residents to understand their specific needs. Transportation needs are addressed with bus passes. Employment opportunities in the community are shared with the residents. Occasionally, they are able to advocate for those seeking outside benefits which will improve their living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Pekin Housing Authority is not considered troubled.

Discussion

AP-65 HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES – 91.220(I)

Introduction

Numerous facilities offer a variety of homeless services in the region. A substantial portion of regionally available resources and programs are directed towards chronically homeless individuals, homeless families, and veterans. Services that are dedicated to assisting unaccompanied youth are limited but providers serving that population frequently collaborate with the State of Illinois Department of Child and Family Services. While the City benefits from the regionally available assistance, there are very few organizations operating within the City to provide residents with locally-based services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Involvement will continue with the Heart of Illinois Continuum of Care (HoICoC) and any additional group that is interested in reaching out to homeless persons and assessing their individual needs. The City is a non-voting member of the HoICoC's governing board and uses this membership to collaborate with community organizations and service providers.

Addressing the emergency shelter and transitional housing needs of homeless persons

Involvement will continue with the HoICoC and any additional group that is interested in emergency shelter and transitional housing needs of homeless persons. The City accepts Public Services proposals for CDBG funding from all non-profit organizations, some of which may include outreach to individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are a limited number of facilities that offer emergency or transitional housing services within the City. The CDBG Program Manager participates in the Heart of Illinois Homeless Continuum of Care as a governing board member to connect and cooperate with area organizations that may be in a position to enhance the availability of services within the City. Some of the agencies currently offering supportive services within the City include the Center for Prevention of Abuse, the Salvation Army Rust Center and the Pekin Housing Authority.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving

assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The State of Illinois requires that discharge and safety plans ensure suitable housing for patients before discharge. There are regional and local community organizations that offer intermediate and transitional care facilities and housing assistance to prevent homelessness after discharge from medical and mental health institutions.

Resident participation is important in the City's planning process and this includes individuals from all backgrounds and experiences. The City has established the Mayor's Advisory Committee for People with Disabilities to encourage participation by residents who identify as having physical or mental disabilities in the City's decision-making process. Additionally, the City's CDBG Program Manager participates in the Heart of Illinois Homeless Continuum of Care as a governing board member which provides a means of open communication and collaboration with member organizations that represent many the organizations providing services within the City.

Discussion

AP-75 BARRIERS TO AFFORDABLE HOUSING – 91.220(J)

Introduction:

Tax and building code instruments have the potential to influence the likelihood of residential investment and neighborhood affordability. The City has no specific taxing policies that would negatively affect residential investment or affordability. Housing taxes are based solely on the assessed value of the property. Building code requirements and fees are applied similarly to all types of residential structures and present no unique barriers to development or improvement.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

There are no City policies or fees that are anticipated to diminish the potential return on residential investment.

Discussion:

AP-85 OTHER ACTIONS – 91.220(K)

Introduction:

The recent executive orders pertaining to the need for social distancing have impacted area businesses and workers. The City's planned actions are to promote the coordination of services among providers, seek and support the pursuit of additional funding to address underserved needs, reduce the number of households in poverty through the improvement of various services and supporting area businesses to retain and expand economic opportunities.

Actions planned to address obstacles to meeting underserved needs

The funding of community organizations and facility improvements will assist in addressing the obstacles that prevent the needs of the underserved being met. Additionally, the City's economic development and residential rehabilitation activities will also contribute to meeting the overall needs of the underserved.

Actions planned to foster and maintain affordable housing

The residential rehabilitation programs will assist in addressing obstacles to meeting underserved needs to maintain and foster affordable housing. This program provides needed repairs and improvements to lower-income owner-occupied households.

Actions planned to reduce lead-based paint hazards

The City's residential rehabilitation programs will ensure that lead-based paint hazards are addressed appropriately and remediated as dictated by regulation.

Actions planned to reduce the number of poverty-level families

The City will use a multi-faceted approach to reducing the number of families living in poverty. The City will engage in multiple programs including economic development, residential rehabilitation, public services, demolition and infrastructure/facility improvement. Each of these programs play an integral role in the promotion of a suitable and affordable living environment for the City's residents.

Actions planned to develop institutional structure

The City continues to collaborate with area organizations through its membership in the HoCoC. The City will utilize this open communication where possible to improve the institutional structure.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with the Pekin Housing Authority and a variety of community organizations.

Discussion:

PROGRAM SPECIFIC REQUIREMENTS

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City will attempt to use any income that qualifies as program income prior to drawing entitlement funds. Due to the COVID-19 pandemic and associated emergency declaration, the City intends to utilize a maximum of 30% of its CDBG funding allocation under the Urgent Need objective. The City will also transition the calculation of the 70% minimum overall benefit for LMI individuals to a three-year period from PY 2020 through 2022.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	\$0.00

Other CDBG Requirements

1. The Amount of Urgent Need Activities: **\$300,000**
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan: **Three year period (PY 2020-2022) at a minimum 70%.**

APPENDIX – ALTERNATE/LOCAL DATA SOURCES

1	Data Source Name	Heart of Illinois United Way 211 report
	List the name of the organization or individual who originated the data set.	Heart of Illinois United Way 211 and Advanced Medical Transport
	Provide a brief summary of the data set.	211 data for the 1st quarter for Fiscal year 2015 showing caller data, needs and referrals and community point analytics
	What was the purpose for developing this data set?	show needs within communities
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?	covers the Heart of IL United Way region (6 counties); data available for zip codes
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?	quarters 1-4 of fiscal year 2014 and quarter 1 of fiscal year 2015
	What is the status of the data set (complete, in progress, or planned)?	data reporting resource - on going
2	Data Source Name	2015 Community Action Plan
	List the name of the organization or individual who originated the data set.	Tazwood Community Services, Inc.
	Provide a brief summary of the data set.	The Human Services Division of Tri-county Regional Planning Commission manages the Community Services Block Grant from the IL Dept. of Commerce and Community Affairs (DCCA) for Tazewell and Woodford Counties. The purpose of the SCBG program is to provide a range of services that will have a measurable and potentially major impact on the causes and effects of poverty in the counties served.
	What was the purpose for developing this data set?	To meet the rules and regulations of the Community Services Block grant as received from the State of IL Dept. of Commerce and Community Affairs and to help persons help themselves become more self-sufficient
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?	It is comprehensive and covers Tazewell and Woodford counties focusing on human services provided or needed.

	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	2015
	What is the status of the data set (complete, in progress, or planned)?
	complete and programs in progress
3	Data Source Name
	2014 Super NOFA and Exhibit 1
	List the name of the organization or individual who originated the data set.
	Heart of IL Homeless Continuum of Care
	Provide a brief summary of the data set.
	Overall picture of the needs of people/families experiencing homelessness or at risk of becoming homeless in the four county region. In addition the programs that are funded by the HUD SuperNOFA Continuum of Care
	What was the purpose for developing this data set?
	apply for HUD Super NOFA continuum of care funding to continue to fund existing programs
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	Big picture comprehensive and concentrated on homeless populations
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	2014
	What is the status of the data set (complete, in progress, or planned)?
	complete and programs funded and in progress
4	Data Source Name
	2019 Point in Time Summary for IL-507
	List the name of the organization or individual who originated the data set.
	US Department of Housing and Urban Development
	Provide a brief summary of the data set.
	This data is collected by the servicing Continuums of Care for the counties of Peoria, Fulton, Tazewell, and Woodford Counties.
	What was the purpose for developing this data set?
	This data describes the approximate number of individuals experiencing homelessness or residing in transitional housing.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	This data is collected through applications received by the Continuum of Care Homeless Assistance Programs carried out in Peoria, Fulton, Tazewell, and Woodford Counties.

What time period (provide the year, and optionally month, or month and day) is covered by this data set? 07/10/2019
What is the status of the data set (complete, in progress, or planned)? Complete.



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Resolution No. 9-23/24 Approving Agenda and Meetings Software Request for Proposal to CivicPlus

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City of Pekin entertained Requests for Proposals to replace its Agenda and Meetings Management Software for the utilization of all meetings of the City Council, Committees, Commissions and Boards. Meeting management software is vital to the City in order to support the creation and secure distribution of agenda packets, minutes, electronic voting, production of video for archive, live streaming and workflow management. Our current meeting management software, Minutetraq owned by Granicus, no longer offers electronic voting for the Council during meetings. Staff met on numerous occasions to demo each software proposed and provided feedback for each program rating each, including but not limited to the flexibility of the application software, future technology direction, experience, ease of use, audit trails, electronic voting and overall ability to meet the City of Pekin's requirements.

The City received four qualified bids in addition to one bid that was submitted beyond the deadline. Staff recommends awarding the contract to CivicPlus for a three year term.

FINANCIAL IMPACT:

Requested Amount: Year 1 - \$30,583
 Year 2 - \$20,614.65
 Year 3 - \$21,645.38
 Line Item: 100-009-538000
 Budgeted Amount: \$30,122.64
 Remaining Funds: \$1,026,106.11

IMPACT IF APPROVED: Upgrading software to meet all of the City of Pekin's needs

IMPACT IF DENIED: Continue utilizing current software with Granicus' Minutetraq while not fulfilling the needs of the City of Pekin

ALTERNATIVES: Continue utilizing Minutetraq software with no electronic voting

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 9-23/24 Approving Agreement with CivicPlus for Agenda and Meetings Management Software

WHEREAS, agenda and meeting management software is vital in preparing and distributing agenda packets, minutes, electronic voting, production of video for archive, live streaming and workflow management for meetings of the City Council, committees, commissions, and boards of the City; and

WHEREAS, the City issued a Request for Proposals to replace its existing agenda and meetings management software and received four qualified responses; and

WHEREAS, staff held multiple meetings to test out the software from each qualified proposal and provided feedback on the features and functions for each program; and

WHEREAS, the City Council finds the proposal submitted by CivicPlus best meets the needs and requirements of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The findings and recitations set forth above are found to be true and correct and are incorporated herein.

Section 2. The proposal submitted by CivicPlus attached hereto as **Exhibit A** is adopted and approved.

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

MAYOR

ATTEST:

CITY CLERK

Agenda & Meetings Management Software - Request for Proposals



Following is the request for proposals for agenda & meetings management software.

INVITATION FOR PROPOSALS

The City of Pekin, located in Central Illinois, is the second largest community within the Peoria/Pekin MSA with a population of approximately 31,250. It operates with a seven (7) member city council and mayor, all elected at-large. The mayor and city council determine policy and legislative direction for the city while a contracted city manager is in charge of day-to-day operation. The City Clerk's Office creates an agenda packet and minutes every two weeks for city council meetings. Additionally, another fifteen (15) committee, commission or boards create a monthly agendas and minutes for their meeting groups.

The City of Pekin, Illinois is accepting proposals from qualified firms with considerable experience in the area of agenda and meetings management software to replace its MinuteTraq Agenda & Meetings Management Software. MinuteTraq was implemented in 2017 and to date no longer offers the options necessary to run a meeting as the City Council desires. The City has approximately 30 active users. Key staff is responsible for creating their agenda item, writing their request for Council action and uploading their documents into their item. The agenda item is then submitted and workflow begins. Agenda items are then routed to the City Attorney to input and draft ordinances and resolutions. From their items are routed to the City Manager for approval and finally to the City Clerk. All users in the workflow have the ability to edit the agenda item. The City Clerk then after approval, generates an agenda and agenda packet (bookmarked pdf) to be distributed and published electronically on the City of Pekin website. Email notifications are sent to subscribers and staff.

The City of Pekin's other boards and committees currently prepare their agendas in a Word document. Their agenda is then published in MinuteTraq by simply uploading the document to the meeting date converted and published as a PDF on the City of Pekin website.

Each regular meeting of the City Council is streamed live and recorded on the website through MinuteTraq's IQM2 and broadcasted live on Channel 22 via our local cable provider.

The purpose of the Request for Proposal (RFP) is to gather information from firms relative to the City of Pekin's required scope of service and key selection criteria. The same finalists may be expected to participate in an interview and provide a presentation to a selection panel. The management software will be utilized for all meetings of the City Council, committees and boards supporting the creation and secure distribution of agenda packets, minutes, the production of video for archive, live streaming and workflow management. The experienced proposer should have a team of experts that can provide 24 hour support. The successful proposal will clearly define product, installation, training, documentation, maintenance and support. Ideally the solution would be ready to launch in May, 2023.

The submitting party acknowledges the right of the City to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different submitting parties or all items to a single submitter. In addition, the submitting party recognizes the right of the City to reject a proposal if the submitter fails to furnish any required data required by the RFP, or if the proposal is in any way incomplete or irregular. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any or all proposals or parts thereof.

Agenda & Meetings Management Software RFP

INSTRUCTIONS FOR PROPOSERS

All Communications regarding this RFP and for obtaining a complete RFP packet of information should be directed to:

David J. Hess
111 South Capitol Street
Pekin, IL 61554
309-478-5382
djhess@ci.pekin.il.us

To be considered, each proposer must submit a completed proposal bid form and any additional information requested in the RFP with their proposal packet.

The City of Pekin is requesting proposals for Agenda and Meetings Management Software. All proposals must be submitted on the bid form provided by the City, and further must be properly executed in the space(s) provided.

All questions regarding this RFP must be submitted by e-mail to David J. Hess at djhess@ci.pekin.il.us. All e-mails must indicate "RFP Questions - Agenda & Meeting Management Software – [Vendor Name]" in the subject line. It is the sender's responsibility to verify receipt of email. The deadline for submittal of questions regarding this RFP is February 28, 2023 5:00 PM (CST). No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available to RFP holders. It shall be the responsibility of interested proposers to verify any addendums.

Every effort will be made to adhere to the following schedule:

- | | |
|--|-----------------------------------|
| • Request for Proposal Issued | Tuesday February 14, 2023 |
| • Deadline for Proposers Questions | Tuesday February 28, 2023 5:00 PM |
| • Proposal Submission Deadline | Tuesday March 7, 2023 5:00 PM |
| • Vendor Interviews/Demonstration if needed/
Reference Checks (as needed) | Week of March 13, 2023 |
| • Link and login to software demo site | March 20, 2023 to April 10, 2023 |
| • Select Vendor, Contract Negotiations Process | Monday, April 10, 2023 |

Proposals will be accepted until 5:00 PM on March 7, 2023.

Proposals must be accepted via e-mail to djhess@ci.pekin.il.us and U.S. mail to Office of the City Clerk, City Hall, 111 S. Capitol Street, Pekin, IL 61554. Envelopes shall be clearly marked "Request for Proposal – Agenda & Meetings Management Software" on the outside of the envelope. For e-mail submissions, "Request for Proposal – Agenda & Meetings Management Software – [Vendor Name]" shall be in the e-mail subject line. See detailed submittal requirements below.

SELECTION OF CRITERIA

Selection of an agenda and meeting management software firm will be based upon criteria deemed relevant to the City including but not limited to the following:

1. Agenda Management

- a. Create agendas with customizable templates that include the City of Pekin logo that are standardized and consistent. Users should have full access to make changes or create new templates, post implementation, without requiring assistance of a vendor.
- b. Option to print and view full agenda as one PDF and Word document or print item by item
- c. Compatible to publish agendas and minutes on the City of Pekin website with links and bookmarks of supporting documents (PDF)
- d. Email notification option for Councilmembers, staff and/or media
- e. Secure access to confidential meetings
- f. Classify agenda items between public and private items
- g. Ability to tag documents as confidential to be viewed only by City Council/Staff and kept Confidential from the public
- h. Allow users to upload supporting documentation in a variety of file formats while creating agenda items. Attachments should automatically be converted to PDF by the system prior to being published to the public.
- i. Automatically renumber agenda items when editing
- j. Auto spell check
- k. Easily track progress of every agenda item in the routing process
- l. Ability to move or duplicate an agenda items from one meeting to another
- m. Ability for specific users to lock a version to prevent further edits
- n. City Clerk is the centralized administrator
- o. In-Route editing of documents by departments
- p. Supports multiple file formats including Word, Pdf, Excel, GIS, JPG, etc.
- q. E-mail notifications to staff - deadline notifications – return for edit/correction – final approval
- r. Advanced access for Councilmembers with secure login
- s. Allow administrators to set deadlines with the power to enforce or adjust as needed
- t. Delayed public notification/publishing
- u. Audit trail

2. Minute Management

- a. Prepare minutes, including but not limited to recording motions, declaring conflicts, and making notes
- b. Synchronize recorded meetings with timestamps within minutes
- c. Automatic Vote Result Display
- d. Customizable minute templates
- e. Multiple user login per open minute session
- f. Automatically populates agenda content for minutes taking
- g. Update of Finalized Resolutions, Ordinances with Vote Tallies
- h. Audit trail

3. Live Meeting Management

- a. Electronic Boardroom
- b. Integrated electronic voting capability allowing the ability to vote from any device
- c. Move from agenda creation to minutes to record roll calls, discussions, motions, votes and speakers
- d. Create speaker timers
- e. Provide in-chamber displays
- f. Ability to Queue items for Councilmembers
- g. Ability to record first and second motions
- h. Ability to call up speakers
- i. Meeting title and date on screen during live stream
- j. Integrated in-chamber display would show the current agenda item, speaker, and vote result
- k. Agenda items automatically fed
- l. Supports joining meetings or watching livestream/recorded meetings with any device
- m. Ability to add a motion during a live meeting

4. Workflow and Approvals

- a. Automated Department Workflow for items based on the type of item being created with the ability to override or modify workflows on the fly as needed.
- b. Ability to redirect workflows to a proxy when they are away from the office or ability to grant overrides for substitute approvers.
- c. Ability to create tasks/notes
- d. Ability to view real time workflow progress
- e. Robust and flexible workflow to submit, track, modify, approve and monitor the progress of agenda items. Should include notifications to approvers as the items pass through the workflow.
- f. At-a-glance status indicators which show agenda administrators the progress of agenda items passing through workflow. Users should not have to click into each individual item to find the status of the item.
- g. Ability for City Clerk to skip users in the workflow
- h. Agenda can be edited an any point in the workflow
- i. Audit trail

5. Technical Requirements

- a. Ability to Handle 20 Commissions/Boards +
- b. Unlimited video hosting including but not limited to livestreaming, production of video minutes and the archive of files
- c. Ability to Stream Live Meetings to Multiple Social Media Platforms
- d. Video hosting compatible with online meeting software (i.e. GoToMeeting, YouTube, Facebook)
- e. Playback audio & video files without requiring specialized software
- f. Cloud based platform
- g. Transfer of historical video, agendas, minutes and packets
- h. Unlimited Data Storage and unlimited Data backup
- i. Municipal website Calendar and Search
- j. Continual Training and Support
- k. Public and Private Portal
- l. Ability to publish Notices and Public Hearings

- m. Prefer Online Codification Integration
- n. Prefer LaserFiche Integration
- o. Ability for City Clerk to control user logins and role-based permissions across groups of users or individual users. Permissions should be variable by meeting type.
- p. Support for multiple meeting types
- q. Document tracking/history beginning to end in real time
- r. Live streaming with optional closed captioning services per ADA Standards (please describe your service offering)
- s. On demand videos
- t. Archive of Past Meetings with Agenda, Packets and Video
- u. Full Search Capability of Current and Archived Items, Incorporation of tags, metadata, or other methods to improve search results for internal and external users
- v. 99% or better Uptime for durability
- w. 3GB or better bandwidth availability for streaming meetings
- x. Multi-site redundant full Cloud Hosting
- y. Option to host or integrate a stream
- z. Web Browser based searchable agenda and minutes database with possible iframe support

EVALUATION CRITERIA

Responses to this RFP will help the City of Pekin identify the most qualified vendor and will be indicative of the level of the firm's commitment. The City of Pekin will evaluate the qualifications, references, overall fit with the City of Pekin, as well as take into consideration the proposed scope and pricing submitted to determine the most qualified web vendor. Other factors which may contribute to the selection process include but are not limited to:

1. The overall capability to provide the required software features and capabilities
2. The flexibility of the application software, including the availability of tools to allow the novice user to navigate the system
3. The amount of vendor support that will be available for installation, conversion, training, ongoing modifications, and software support
4. Size and experience of the vendor
5. Number of years of experience in the area of municipal agenda and meeting management software
6. Name and availability of contact person
7. Complete list of current Illinois clients
8. Complete listing of all client municipalities
9. Feedback from customer references
10. Web link to a demo site for trial for a minimum of 14 days
11. The total costs of the system over a five-year period, including direct and indirect costs
12. The vendor's performance record to date in meeting the requirements of their existing customers, including the availability of users similar to the City to allow reference investigation
13. The expandability of the proposed solution, including the ease of upgrading the proposed system by adding components to accommodate future needs
14. Adherence to the requested information specifications, thoroughness of the Proposal, as well as the overall format of the presentation
15. Overall ability to meet the City of Pekin's requirements (software functionality, usability, performance, flexibility, and technology)
16. The financial stability, longevity, and strength of the Vendor
17. Corporate direction (potential organizational/industry restructurings, mergers, acquisitions, etc.)
18. Future technology direction (major changes in architecture, database, platforms, languages, etc.)

Agenda & Meetings Management Software RFP

19. The internal controls provided within the system which prevent unauthorized access to data and provide adequate audit trails
20. Ease and intuitive use of the software interface (for both internal staff and web customers)
21. Availability and ease of use of mobile and online applications
22. Ability to meet contract requirements

The City reserves the right to request clarifications of proposals or conduct discussions for clarification with any or all Proposers. All clarifications made will be put in writing by the Proposer.

PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

The City of Pekin requests that proposers interested in submitting proposals:

1. Cover letter with Proposer's legal name and corporate structure. Include Proposer's primary contact name, address, phone, and email
2. Signature of company officer empowered to bind the vendor the provisions of the RFP
3. Submit one, electronic file (.pdf file preferred) via email to: djhess@ci.pekin.il.us. Indicate in the subject line "Request for Proposal – Agenda & Meetings Management Software – [Vendor Name]".
4. Submit one (1) hardcopy of response. Sealed proposals must be clearly marked on the outside of the envelope with the following description: "Request for Proposal – Agenda & Meetings Management Software – [Vendor Name]". Proposals shall be mailed to:

Office of the City Clerk
City Hall
111 S. Capitol Street
Pekin, IL 61554

5. Submittals not received on or before a specified deadline stated above will not be accepted. Proposals submitted in response to this RFP shall be valid for 60 days from the submittal due date. The City of Pekin reserves the right to request follow-up information or clarification from vendors in consideration. Vendor is responsible to ensure delivery by the date and time included.
6. Explain how the proposed solution will differentiate itself from other vendors solutions and the reasons why the City of Pekin should select the proposed solution.
7. Present a brief description of how your Agenda and Minutes Management Software meets the needs outlined in the RFP.
8. Clearly outline (on the provided bid form) the price for the proposed software including:
 - Total first year cost (combined one-time fees and first year annual fees)
 - Annual fees beginning year 2 thru year 5
9. Submit three Illinois account references that you currently service on the provided Reference form.
10. Submit three Out-of-State account references that you currently service on the provided Reference form.
11. Provide a complete list of all clients you currently service.
12. Prepare a simple and economical description of the Proposer's company, qualifications, proposed solution, number of employees and capabilities. Emphasis should be on completeness and clarity of

content.

13. Name and define the different roles in your company's project team.
14. Explain how your project team will communicate with the City of Pekin and keep track of the development progress. List specific team leaders, including: Name and title, description of role, qualifications and experience.

One-source vendors preferred. If utilizing subcontractors for any portion of the project including engineering, design, or support, provide key personnel and company information.

IMPLEMENTATION PLAN

1. Provide a sample timeline outlining major activities, tasks, deliverables, and resources
2. Detail your overall implementation approach to ensure a successful go-live
3. Describe the consulting or other professional services offered by your firm during implementation to ensure the City of Pekin receives best-practice advice and guidance to ensure the Agenda Minutes and Management Software is configured to meet the processes and project goals.
4. Explain your training approach and how you ensure users are prepared.
5. Outline your strategy for training future employees to use the software.

ONGOING SUPPORT AND HOSTING SERVICES

1. Describe ongoing support processes, procedures, and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, including support available to individual users, response time commitments, and escalation of procedures.
2. The City of Pekin prefers cloud-based solutions.
 - If proposing a cloud-based solution, include:
 - a. Describe the proposed hosting services and associated ongoing service level commitments
 - b. Describe any storage limitations on the amount of data to be housed
 - c. Describe restrictions to how long data can be stored
 - d. Describe security, backup, and disaster recover processes and procedures
 - e. Describe software release/update frequency and procedures to perform updates
 - f. Confirm the City of Pekin retains ownership of its content and will be able to export, download, or otherwise obtain a copy of the data at the conclusion of the agreement
 - If proposing an on-premise solution, include:
 - a. Describe the software release/update frequency and procedures to perform updates
 - b. Technical specifications for the software including server requirements
 - c. Describe any additional software/hardware required, including desktop software and plug-ins
 - d. Any additional cost and processes required to run a development environment and/or disaster recovery server.

INVESTMENT PROPOSAL

Comprehensive pricing is required. Pricing should include:

- Development and implementation, including:
 - Software licensing for an unlimited number of users
 - Any required hardware
 - Any required 3rd party solutions

- Access to available API's
- System design and configuration
- Consulting services
- Training services
- Ongoing support and maintenance
- Additional optional enhancements
- Travel (if required)
- Annual services, including:
 - Hosting & security
 - Maintenance
 - Technical Support
- Cost for future upgrades

Separately list any optional project enhancements that you believe will benefit the City of Pekin's project.

PROPOSED LEGAL AGREEMENTS

- Vendors must include a draft of the proposed legal agreement(s) for the project including any proposed software licensing, hosting, professional services, maintenance, and support agreements. The proposed legal agreement(s) may serve as the basis for contract negotiations or the City of Pekin may elect to use its own agreement as the basis.

ADDITIONAL INFORMATION

- Include any additional information the City of Pekin should consider such as identifying if there are solution user groups and/or user conferences available to the City of Pekin staff, ongoing training opportunities provided, or how the proposer incorporates client feedback into the Agenda & Minutes Management Software roadmap.

The contractor should be aware of the following:

1. The proposal should confirm that neither the proposer nor any employee would be in a conflict of interest with respect to the proposal if the proposer were to be selected to perform the services required.
2. The Proposer certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same software and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
3. All proposals will be property of the City of Pekin, IL.
4. The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview proposers, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful bidders.
5. It is the intent of the City that after the successful vendor has been selected, the City and the selected vendor will enter into contract negotiations containing all terms and conditions of the

Agenda & Meetings Management Software RFP

proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the City shall not be contractually bound to any bidder prior to the execution of such written contractual agreement.

6. Before signing a contract with the successful vendor, the City requires satisfactory proof that the vendor has adequate insurance coverage for the work to be performed under the contract.
7. By submitting a proposal, vendor certifies that the appropriate parties have carefully examined all the documents for the project, carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof.

ILLINOIS PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.			
2.			
3.			

OUT OF STATE PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.			
2.			
3.			

Company Name: _____

Company Address: _____

Contact Name: _____

Contact Phone Number: _____

Contact E-mail Address: _____

CITY OF PEKIN

Signed: _____

Name: _____

Title: _____

Date: _____

SOFTWARE PROPOSER

Signed: _____

Name: _____

Title: _____

Date: _____

Bid Form

Company Name: _____

Please provide a price to complete work identified in the scope of work above.

Total Price – Year 1	\$
Annual Recurring Services – Year 2	\$
Annual Recurring Services – Year 3	\$
Annual Recurring Services – Year 4	\$
Annual Recurring Services – Year 5	\$

By submitting this bid form, you hereby proclaim that the submitted pricing is truthful and accurate.

Contact Name:_____

Contact Title:_____

E-mail:_____

Signature:_____

Printed Name:_____



agenda and meeting management

SELECT

Agenda & Meetings Management Software RFP

City of Pekin, Illinois

PRESENTED BY:

Hope Padilla, Account Manager I

March 7, 2023



**Powering and Empowering
Government**

March 7, 2023

David J. Hess, IT Support Specialist
111 South Capitol Street
Pekin, IL 61554
Submitted via email to djhess@ci.pekin.il.us & mailed

RE: Agenda & Meetings Management Software RFP

Dear Mr. Hess & Selection Committee:

Saving time, effort, and delivering access to public meeting information is essential to run an efficient and transparent government. Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personalized, frictionless, and expedited.

CivicPlus Agenda and Meeting Management Select (Select), is a robust, flexible, and easy-to-use suite of cloud-based tools built specifically for local governments, like Pekin, to help you completely transform your agenda and meeting management process. By partnering with CivicPlus, you'll be able to:

- Work from anywhere with Select's secure, cloud-based hosting and browser-based access
- Reduce manual effort with time-saving features and fully integrated modules
- Invest in a solution that is designed to grow with you as your processes and needs change
- Leverage tools such as cross-departmental teams and flexible workflows to collaborate on agenda items
- Tailor user access with custom permission settings
- Ensure internal transparency and accountability using built-in audit trails, task tracking, and versioning
- Build custom, ad hoc reports with your Select data
- Effortlessly create and distribute meeting materials to residents, internal users, and elected officials

Our Select solution innovators have the experience and expertise to help any administration, whether in a community of one thousand or one million, save time and money. It's why we've hired former municipal clerks to help us build an agenda and meeting management solution that is designed exclusively for local governments and the needs of their clerks and departmental stakeholders. A Pekin and CivicPlus partnership will allow you to implement the latest innovative technology with confidence.

Sincerely,



Hope Padilla
Account Manager I
785.323.1517
hope.padilla@civicplus.com



COLE CHEEVER
Senior VP of Operations
(authorized to bind CivicPlus)

Table of Contents

CivicPlus Company Overview.....	1
Executive Summary.....	3
Features & Functionality.....	4
Scope of Work.	11
Investment Proposal.....	16
Experience	19
Current Customer List.....	20
Project Team.	21
Implementation.....	24
Continuing Services.	27



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and citizen relationship management, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

20+ Years
12,000+ Customers
900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2023 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500
 Manhattan, KS 66502
 Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



Contact

Hope Padilla
 Account Manager I
 785.323.1517
hope.padilla@civicplus.com



civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Executive Summary

The following is a brief overview of our key differentiators and what has led to our national success and our 12,000 customers serving the municipal sector.

Agenda Management	Simplify your entire process with user-friendly interface and agenda creation tools and create customized and consistent agenda formats for your meetings. With an agenda workflow process, featuring deadlines and approvals, there's no second guessing what is missing from your agenda – saving your staff time.
Board Portal	Empower members of your boards with access to past, current, and future meeting content from any device with a standard browser including computers, tablets, and mobile phones. Also, they have the ability to make notes on current packets, as well as view comments and discussions from previous meetings.
Meeting Minutes	Create meeting minutes that reflect common meeting actions and make live edits as the meeting progresses with drag-and-drop tools. Easily take meeting attendance with the Roll Call feature.
Public Engagement	Provide transparency and open communication for your residents by allowing them to view and download agendas, minutes, and complete packets straight from your website. They'll be able to easily search keywords and filter to quickly find what they are looking for.
Automatic Upgrades	Customers automatically receive all future version upgrades of the solution upon release. New features and functions are based on feedback and customer requests.
Seamless Codification Integration	Manage your meeting and votes, and approve the legislation within our Agenda and Meeting Management solution. Then directly send the approved legislation for codification, or submit the legislation to your online code in one click, eliminating manual steps associated with getting the legislation in the hands of your staff and residents.
Secure, Cloud-Based Hosting	Provide peace of mind for your staff and community. Our solution is supported by an industry-leading, cloud-based hosting environment with vigilant 24/7/365 monitoring and continual system updating.
Technical Support	Our in-house technical support team is available to ensure your complete and ongoing satisfaction with our products and services. You can contact live support via chat, phone, and email or utilize our self-service CivicPlus Help Center for tutorials and user guides. You will also receive 24/7/365 emergency support assistance.
Continuing Partnership	Your customer success manager will help find solutions for your changing needs by creating an ongoing strategy to better engage your residents using the tools and products CivicPlus offers.



Features & Functionality

Agenda and Meeting Management Select Solution

CivicPlus' Agenda and Meeting Management Select software is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with Select is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed it to offer configuration flexibility so that the solution can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. Agenda and Meeting Management Select's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Integrated code of ordinances
- Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply)
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire solution is cloud-based, eliminating the need for internal application management. Agenda and Meeting Management Select is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime. CivicPlus is also the only technology provider that offers an integration between our agenda & meetings software and an online code of ordinances—with Municode Codification.



Agenda Management

FLEXIBLE, CUSTOMIZED TEMPLATES

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

The software compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.



Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

CONVENIENT, ANYTIME AGENDA MODIFICATIONS

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically rennumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

CREATE AGENDA ITEMS IN SECONDS

An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for Select to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

AUTOMATE YOUR APPROVALS PROCESS

The workflow engine streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

CUSTOM TAGS TO GROUP LIKE AGENDA ITEMS

Administrators can set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.



Live Meeting Management

AUTOMATED MINUTES SETUP

A fully-integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to Live Meeting Manager with a single click.



KEEP UP WITH THE MEETING ACTION

Meetings move fast. Agenda and Meeting Management Select's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls. One-click control allows you to update your in-chamber display screens, set your video bookmarks (additional fees apply), and queue items in the Board Portal for your elected and appointed officials.

SPEAKER MANAGER

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

EASY, INTUITIVE MINUTES-TAKING

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

If using CivicPlus Media's integrated video streaming and video-on-demand service, you can also create bookmarks for the accompanying video during the live meeting.

AUTOMATIC VIDEO BOOKMARKING

Automatically timestamp agenda items to their corresponding discussion in the meeting video so those watching the recording can quickly access topics of interest. Additional fees apply.

DISPLAY PAGES

Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.

FLEXIBLE VOTING

Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items as a group.



Board Portal

FLEXIBLE ACCESS

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. It is optimized for all devices, including desktops, laptops, and tablets. No separate application required.

A PERSONAL MEETING REPOSITORY

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

INTERACTIVE MEETING TOOL

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item to item, see speaker information instantly, and enter electronic votes (additional fees apply for electronic voting). Chair View can also be enabled to allow the meeting presider to call speakers and advance agenda items.

FIND WHAT YOU NEED- FASTER

Agenda and Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.



Public Resident Portal

CONTENT ACCESSIBILITY

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video.

CONTENT TRANSPARENCY

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.

Public Resident Portal

- Resident portal to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with CivicPlus Media live streaming and on-demand video service
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Mobile-responsive
- Custom branding
- Integrated live or on-demand video with bookmarks to easily jump to desired content
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls



CivicPlus Media

Today's digitally minded citizens are logging more hours watching online video than ever before, and they are searching for content that ranges from entertaining, to informative. For local governments, video is a powerful mechanism for sharing news and events, encouraging civic participation, meeting transparency requirements, building a brand, recruiting employees, and encouraging citizens to develop a sense of civic pride.



Media is a core component of the Civic Experience Platform and is accessible through CivicEngage municipal websites and CivicPlus Agenda & Meeting Management Select. With CivicPlus Media, you can integrate live or recorded videos of meetings and events anywhere on your CivicEngage website that are easily accessible by citizens from any desktop computer or mobile device—no technical or coding skills necessary.

SIMPLE LIVE STREAM RECORDING

- Immediate availability of recorded videos for on-demand viewing—no additional steps or manual file uploads
- Convenient integration with social media platforms including Facebook, YouTube, and Twitter
- High-definition video for professional-quality presentations
- Link meeting agendas and bookmarks
- Auto-start recordings of meetings, so video viewers never miss a moment of live proceedings

CIVICPLUS MEDIA + ZOOM

- Password protect each meeting to prevent Zoombombing
- Create and share a Zoom meeting ID number only with elected officials and key staff when necessary
- Mute citizen participants when open comment session has ended
- Control the meeting within Zoom and protect participants from attempting a screen share
- Allow citizens to sign up to receive a link that will allow them to issue public comments and share their screen during the session
- Record and automatically upload meeting videos for on-demand playback



Boards & Committees Module

The module handles the process of managing the board itself.

THREE DASHBOARDS

- Upcoming open seats (vacancies)
- Number of appointments
- Number of applicants

BOARD MANAGEMENT

- Board Rules (number of seats, term length, max # of terms, etc.)
- Board Appointments
- Board Documents (file storage)
- Board Roster
- Board Liaisons
- Letter and Email Template



APPOINTEE AND APPLICANT MANAGEMENT

- Custom Reporting
- Application Tracking
- Appointment Tracking
- Bulk Letter Creation
- Bulk Email Creation
- Mailing Labels



Scope of Work

CivicPlus is confident in our ability to meet the City of Pekin's needs as identified in your scope of work, with the following exceptions. As the development of your Select solution is a collaborative effort, we intend to discuss in detail the full scope of work requested to ensure that we fully understand your needs and expectations in order to provide you with the best possible web experience.

TECHNICAL REQUIREMENTS

5.d. Video hosting compatible with online meeting software (i.e. GoToMeeting, YouTube, Facebook)

Select has no direct integration with Facebook.

5.l. Ability to publish Notices and Public Hearings

The City of Pekin doesn't have a CivicPlus website so we cannot integrate with Revize's search function or its calendar.

5.r. Live streaming with optional closed captioning services per ADA Standards.

Our closed captioning service by a machine is only about 86% accurate. This isn't with ADA standards for closed captioning performed by a person for on-demand viewing only is available. Additional fees may apply.



The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

CivicPlus Portal empowers residents to be more engaged and informed about progress in your community. Portal streamlines the resident user experience as they interact with the CivicPlus products leveraged by you – driving revenue, trust, and satisfaction.

With a single username and password, they can watch a public meeting recording, submit a public works request, pay a utility bill, or register for an upcoming event. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with Select today:

- Automatically add agenda or minute files to the Document Center to be displayed on a CivicEngage® Central website after they are published in Select
- Set-up a workflow to post in the CivicEngage Central News Flash once you've published your Select meeting documents

Shorten your pre-meeting to-do list and send your meeting information instantly with a custom integration using the Integration Hub.



Integrated Code of Ordinances & Web

As the only local government software provider with an integrated codification, agenda and meeting management, and municipal website solution offering, our suite allows for digital transformation of the entire legislative process - from the start of the agenda process to the final online publishing of the newly adopted legislation.

If you are a customer of CivicPlus' codification services, the cutting-edge integration between your meetings & agenda management and code of ordinances reduces the manual steps associated between your agenda management and codification processes. As an example, you can send ordinances directly to the CivicPlus for codification by our team of legal editors. When pushed from Agenda and Meeting Management Select, this uncoded legislation will be visible on the landing page of our Online Code Hosting platform nearly instantaneously. You can also take this to the next level by integrating our Municipal Website solutions with our Online Code Hosting solution, allowing for one-stop search, capabilities. With this integration, the public can instantly access your code, meetings, packets, and agendas in one simple search straight from your municipal website.



EXAMPLES OF MEANINGFUL CIVIC EXPERIENCE INTEGRATIONS

The following are examples of integrations between the CivicPlus Agenda and Meeting Management Select with other CivicPlus solutions and tools. If you have yet to experience all that CivicPlus can provide, please reach out for additional information and a quote.

CivicEngage Municipal Websites	• Set-up a workflow to post in CivicEngage's News Flash once you've published your meeting documents. • Automatically add agenda or minute files to CivicEngage's Document Center to be displayed on your website after they are published in Select. • Meeting information and dates are automatically integrated to the CivicEngage Calendar. • Meeting files are automatically included in the website's search results.
Codification	• Send adopted ordinances to the Codification Legal Team in one click. • Send ordinances straight to your online code portal as "Adopted and Not Yet Codified". • Instantly link your online code to the meeting content produced within Select.
CivicPlus Media	• Share high-definition, on-demand video or live video feeds of your meetings directly from Select and CivicPlus Media, seamlessly integrated with your meeting agendas and equipped with clear bookmarking and navigation.
Integration Hub	• Third-party integrations examples include integrations with Zoom, Webex, and GoToMeetings, and with Laserfiche, Google Drive, Dropbox, and other APIs.



Bid Form

Company Name: CivicPlus, LLC

Please provide a price to complete work identified in the scope of work above.

Total Price – Year 1	\$ 27,275.00
Annual Recurring Services – Year 2	\$ 18,795.00
Annual Recurring Services – Year 3	\$ 19,734.75
Annual Recurring Services – Year 4	\$ 20,721.49
Annual Recurring Services – Year 5	\$ 21,757.57

By submitting this bid form, you hereby proclaim that the submitted pricing is truthful and accurate.

Contact Name: Hope Padilla

Contact Title: Account Manager I

E-mail: hope.padilla@civicplus.com

Signature: 

Printed Name: Cole Cheever



I am writing you to confirm that Agenda & Meeting Management Select, formally CivicClerk, is wholly and solely owned by CivicPlus, LLC. of Manhattan, Kansas. The product was originally developed and designed solely by BoardSync, which was wholly acquired by CivicPlus in October, 2017. Ever since, CivicPlus has been the exclusive seller of Agenda & Meeting Management Select, a proprietary product that provides a unique and innovative, cloud-based software solution to handle virtually all aspects of a municipal/county agenda management.

Agenda & Meeting Management Select simplifies the entire meeting process from start to finish by providing staff a central location for all board and committee meetings with the same simple, consistent process.

Customers choose the product for our features, ease of use, and modern design. Features include but are not limited to:

- Unlimited Meetings, Unlimited Users, Unlimited Storage, Custom Agenda Design
- Electronic Approvals Engine, Electronic File Management, Confidential Attachments
- A Private, Interactive Board Member Portal, and a Public Portal with Custom Branding to Host & Publish Meeting Content
- Robust Workflow Engine, Back-up Approvers, Highly Configurable Roles & Permissions Settings, Custom Security Profiles
- Roll Call, Motion, and Vote Tracking, Minutes, Comments, and Discussions, Speaker Management
- Task Management Pre and Post Meeting, Comments Engine with Notifications
- Drag and Drop Re-ordering, Approvals Progress Bars, Automated Track Changes
- Dash Analytics and Reporting
- Pre-Defined Item Content, Automatic Default Items, Copy and Move Items
- Intelligent Keyword Search and Filters
- Automatic Email Notifications
- Live Streaming and Video-On-Demand Videos with Linked Agendas and Minutes
- 24/7 Support In-App Live Chat or Phone-in
- Integrations between other CivicPlus products such as Websites, Codification, & More
- Integrations with Dropbox, Google Drive, Microsoft OneDrive, Laserfiche, and an open API system

No other companies or individuals in the world have the right to sell the CivicClerk product. Please let me know if you have any questions or would like any further documentation.

Regards,

Amy Vikander • CivicPlus
Senior Vice President of Customer Success
 Main 888-228-2233
 Fax 785-587-8951
www.CivicPlus.com



Investment Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 60 days from March 7, 2023.

Development

- Unlimited users
- Unlimited storage
- Agenda Management
 - Unlimited boards
 - Custom-developed templates (two Agenda Templates, one Staff Report Template, one Minutes Template, one Agenda Script Template)
 - System-generated staff reports
- Live Meeting Management
 - Record minutes including motions, votes, speakers, and discussion
 - Display Pages
 - Electronic Voting
- Analytics module access
 - Create and save custom individual views and organizational views
 - Export views as .XLS and .CSV files
- Google Drive, OneDrive, and Dropbox integrations
- Public Resident Portal
- Board Portal
- Boards & Committees Module
- CivicPlus Media with Unlimited Storage
 - Up to three concurrent streams

Implementation

- Typical project timeline – sixteen to twenty weeks
- Up to four hours virtual consulting
- Up to eight hours virtual training
- Historical File Import (up to 7,500 files – PDF / MP3 / MP4)

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support
- Dedicated customer success manager

Pekin's Investment

Total Year 1 Investment (includes one-time fees and Year 1 annual services)	\$27,275.00
Year 2 (includes 5% uplift)	\$18,795.00



CivicPlus Project Pricing & Invoicing

CivicPlus has endeavored to meet Pekin's needs and expectations for your new CivicPlus Agenda and Meeting Management Select solution based on the information provided. The investment proposal included is subject to change should additional functionality, custom development, or project enhancements, outside of the included scope, be added before contract signing.

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost-effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs but also your budgetary requirements.

CIVICPLUS OFFERS:

Standard Invoicing

- Year 1 fees are due at contract signing
- First-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please contact your customer success manager for more details

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. We look forward to developing a mutually beneficial contract with Pekin.



Optional Enhancement

We are confident in the ability of our proposed project to meet the needs and requirements of the RFP set forth by Pekin. Based on potential future conversations, the following is an additional enhancement we may recommend.

Optional Item	One-Time	Annual
Custom Identity Provider (IdP) Integration	\$1,575	\$1,733

IDENTITY PROVIDER (IDP) INTEGRATION

More often, local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication. The CivicPlus' Custom IdP Integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicEngage, CivicRec, and CivicPlus Agenda & Meeting Management Select
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page

We offer integration with Microsoft's Azure Active Directory (AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.



Experience

Agenda & Meeting Management Software RFP



ILLINOIS PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	Marion, Illinois	1102 Tower Square Plaza, Marion, Illinois 62959	Cody Moake, 618.997.2612, cmoake@cityofmarionil.g
2.	Elk Grove Village, Illinois	901 Wellington Ave., Elk Grove Village, Illinois 60007	Loretta Murphy, 847.357.4042, lmurphy@elkgrove.org
3.	Rantoul, Illinois	333 South Tanner Street, Rantoul, Illinois 61866	Chris Huston, chuston@myrantoul.com

OUT OF STATE PROPOSER REFERENCES

	NAME	ADDRESS	CONTACT PERSON & PHONE #
1.	Cobb County, Georgia	100 Cherokee St., Marietta, Georgia 30090	Pamela Mabry, 770.528.3307, pamela.mabry@cobbcounty
2.	Tulsa County, Oklahoma	500 S Denver, Room 120, Tulsa, Oklahoma 74103	Georgeann Hiebert, 918.596.5833, ghiebert@tulsacount
3.	Bucks County, Pennsylvania	55 East Court Street, Doylestown, Pennsylvania 18901	John Regula, 215.348.6195, jmregula@buckscounty.or

Company Name: CivicPlus, LLC

Company Address: 302 South 4th Street, Suite 500, Manhattan, KS, 66502

Contact Name: Hope Padilla

Contact Phone Number: 785.323.1517

Contact E-mail Address: hope.padilla@civicplus.com

CITY OF PEKIN

Signed: _____

Name: _____

Title: _____

Date: _____

SOFTWARE PROPOSER

Signed: 

Name: Cole Cheever

Title: Senior VP of Operations

Date: 2/27/2023



Current Customer List

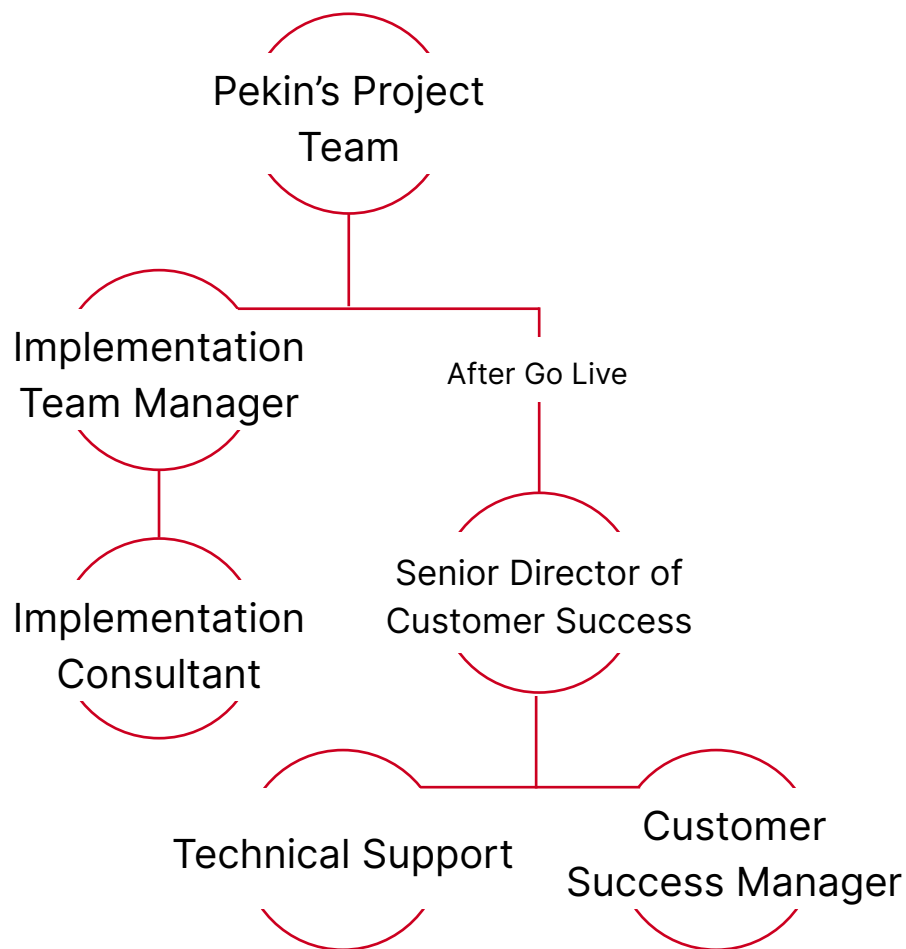
We are unable to provide former customers at this time, however, we would be more than happy to provide that outside the RFP process. As CivicPlus works exclusively with the public sector, there have been multiple occasions where contracts have required termination for convenience by our customers. Reasons have included changes in budget, department organization, and priorities.



Project Team

From project management to technical support, a team of accountable and knowledgeable Select experts will assist you at every step to ensure your project's success and your complete satisfaction. We will assign your individual, dedicated implementation consultant before kickoff to work directly with you throughout the implementation process.

Once your system configuration is complete, your implementation consultant will ensure that you and your staff are thoroughly trained on your Select solution. After go-live, your dedicated customer success manager and our award-winning Technical Support team will support your strategic goals long term.



Team Leaders

Our expert team leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.



**JENNIFER
LEIBROCK**

**Solutions Director
of Select**

Jennifer is responsible for building the vision for the Select product and ensuring that it continues to evolve to meet the needs of our customers. Her experience has provided valuable knowledge of the unique business processes and functions of local government administrators. Jennifer prides herself in her ability to translate complex processes into robust features and products to help local government work better.

Education – MS in Secondary Education; BA in English

Resume – Sr. Solution Manager; Sr. Cloud Delivery Consultant; Marketing & Technology Manager

10+ Years Experience – Product Management; Process Consultation; Product Strategy



**AMANDA
WRIGHT**

**Implementation
Team Manager**

Amanda leads the project managers, implementation consultants, and analysts who make up your Agenda & Meeting Management Implementation Team. This team oversees the implementation of your software from contract signing through launch and ensure your experience with CivicPlus is positive and impactful.

Education – BS Hospitality Management; Minor Business Administration; Minor Leadership Studies

Resume – Program Manager; Brand Director; Event Producer

10+ Years Experience – Project Management; Process Optimization; Leadership





JEREMY WILSON

Senior Director of
Customer Success

Upon launch of your website to the public, Jeremy will assign a customer success manager to your account. Your dedicated customer success manager will partner with you to create an ongoing strategy to better engage your residents by utilizing the tools and products that CivicPlus has to offer.

Education – BS Political Science

Resume – Assistant Manager of Account Management; Solutions Specialist

5+ Years Experience – Customer Service; Leadership Sales; Team Building



JIM FLYNN

Director of
Information
Security

Jim has been with CivicPlus since 2009 and uses his over 20 years of IT and security data management experience to manage the security and hosting reliability for our thousands of customers. Jim has been at the forefront of cybersecurity strategy and leadership, protecting local governments from the continually evolving cyber threats that exist today.

Education – BA Computer Information Systems

Resume – Chief Systems Architect; Information Technology Director; Software Engineer

20+ Years Experience – Cybersecurity; Network Infrastructure; System and Software Architecture



Implementation

Project Timeline

Sixteen to Twenty Weeks

While every implementation is unique, the following timeline can provide you with information about the different implementation stages and what you can expect at each stage.

PHASE 1: INITIATE	Project Kickoff communication including timeline, deliverables, and an implementation questionnaire to capture details for your configuration
PHASE 2: ANALYZE	- Template Review meeting to review and discuss needs for Proposed Agenda Template - Obtain internal approvals on Proposed Agenda Template and send in final approval
PHASE 3: OPTIMIZE	- Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options - Ultimate configuration is completed and handed off for review, testing, and feedback - Configuration adjustments made per submitted feedback
PHASE 4: EDUCATE	Live, virtual training sessions are conducted within configured site
PHASE 5: LAUNCH	Launch



Ultimate Implementation Plan

Implementation & Support Experience Designed for You

Agenda and Meeting Management Select has the experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Ultimate Implementation Package is the perfect fit for transforming complex agenda and meeting processes. It is designed for organizations with more than 50 internal users, and a desire for a customized and guided implementation experience. A dedicated and knowledgeable implementation consultant will manage your project from end-to-end—consulting and collaborating with your team, applying custom configurations to meet your desired processes, and delivering live virtual training to your user groups. Key project staff will have online access to the timeline and all expected checkpoints and deliverables for a fully transparent implementation.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning Technical Support team.

CONSULTING

Up to 4 Hours of Virtual Consultation

During this consulting session, your implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your custom template designs and discuss the configurations that will be made to ensure your workflows match your current agenda and meeting processes.

DESIGN

We will design up to 5 custom templates to ensure consistency in -generated meeting documents: Agendas, Item/ Staff Report, Minutes, Agenda Script.

CONFIGURATION

Our team will configure your solution with unlimited customization options to map your agenda and meeting processes and ensure that your Agenda & Meeting Management solution is optimized to meet your desired goals.

TRAINING

Up to 8 hours of Virtual Training

Your implementation consultant will guide user groups through live, virtual training sessions using your custom configured Agenda and Meeting Management Select solution. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.



HISTORICAL FILE IMPORT

As part of your implementation project, we will import up to 7,500 PDF, MP4, or MP3 documents to your new system. You and your residents will still have access to this historical information with increased functionality. Historic meeting documents imported into CivicPlus Agenda & Meeting Management Select will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.

- The customer must provide the files to us in a single folder in any of PDF, MP4, or MP3 formats.
- The customer must provide the files in a specific naming convention as directed by their implementation consultant/project manager.
- The customer must upload the files to an FTP server that will be provided to them by their implementation consultant/project manager.

This process includes indexing your imported agendas for keyword searching and retrieval. However, links and metadata associated with an agenda may not be maintained. As we will only be able to migrate PDF versions of your agenda, agenda packet, and minutes files, only links that are embedded within the PDFs themselves will come over. Please reach out if you have any questions regarding our migration process.

Subcontractors

Because all services required for a successful project are performed in-house, no aspect of the development or implementation of your project will be outsourced or subcontracted.



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence.

AWARD-WINNING

CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.



CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

Support at a Glance

- Technical support engineers available 8 a.m. – 6 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Operating system patches
- Testing and development



Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site are unparalleled.

CLOUD-HOSTING WITH AZURE

The infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage is done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

DISASTER RECOVERY

Agenda and Meeting Management Select utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.



Bid Tabulation 03-07-23 at 5PM
 Agenda and Meeting Management Software

Company	Bid Amount – Year 1	Bid Amount – Year 2	Bid Amount – Year 3	Bid Amount – Year 4	Bid Amount – Year 5
Granicus – One Meeting	\$58,700.20	\$35,375.03	\$37,143.78	\$39,000.97	\$40,951.01
eScribe Software	\$22,730	\$17,640	\$18,522	\$19,448	\$20,421
CivicPlus - CivicClerk	\$27,275	\$18,795	\$19,734.75	\$20,721.49	\$21,757.57
Provox Systems, Inc. – Agenda.NET	\$18,150	\$9,750	\$9,750	\$9,750	\$9,750



Addendum #1

February 21, 2023

Agenda and Minutes Management Software RFP Questions and Answers

- 1) Are the City of Pekin and its members set up with Microsoft 365 licenses?

Not as a rule, we have a limited number of licenses but are not fully cloud integrated yet.

- 2) Agenda Management – point C. Compatible to publish agendas and minutes on the City of Pekin website with links and bookmarks of supporting documents (PDF) Is it a requirement for the meeting platform to automatically publish agendas/minutes to the City of Pekin website or are we ok to provide a PDF that your team manually updates to the site?

The system we are looking to replace has a web facing portal separate from the city website where all Council and Committee related items are published by the system, this is the same functionality we seek to retain.

- 3) Live Meeting Management – Electronic Boardroom

- a. Can you clarify what you're looking for here? Do you mean the ability to host a virtual meeting similar to Teams, Gotomeeting, Zoom, etc?

By electronic boardroom we are looking for the ability to record, stream , manage a live agenda and record/display vote results while a meeting is in progress.

Bid Tabulation 03-07-23 at 5PM
 Agenda and Meeting Management Software

Company	Bid Amount – Year 1	Bid Amount – Year 2	Bid Amount – Year 3	Bid Amount – Year 4	Bid Amount – Year 5
Granicus – One Meeting	\$58,700.20	\$35,375.03	\$37,143.78	\$39,000.97	\$40,951.01
eScribe Software	\$22,730	\$17,640	\$18,522	\$19,448	\$20,421
CivicPlus - CivicClerk	\$27,275	\$18,795	\$19,734.75	\$20,721.49	\$21,757.57
Provox Systems, Inc. – Agenda.NET	\$18,150	\$9,750	\$9,750	\$9,750	\$9,750


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work

Q-31129-1

11/2/2022 10:56 AM

5/31/2023

Client:

PEKIN, ILLINOIS

Bill To:

PEKIN, ILLINOIS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hope Padilla	x	hope.padilla@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable	USD 4,360.00
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time	USD 1,050.00
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable	USD 6,300.00
1.00	Agenda & Meeting Management Select Ultimate Implementation Package	Ultimate Implementation Package – Up to 20 Boards		USD 0.00
1.00	CivicClerk Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time	USD 960.00
1.00	CivicClerk Ultimate Configuration	CivicClerk Ultimate Configuration	One-time	USD 2,880.00
2.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time	USD 1,440.00
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time	USD 420.00
1.00	CivicClerk Boards and Committees Module	CivicClerk Boards and Committees Module	Renewable	USD 3,780.00
1.00	Live Meeting Manager Annual Fee	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	Renewable	USD 3,460.00
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time	USD 2,625.00

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicClerk Custom IdP Integration Package	Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee	Renewable	USD 0.00
1.00	CivicClerk Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable	USD 1,733.00
1.00	CivicClerk Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time	USD 1,575.00

Total Investment - Year 1	USD 30,583.00
Annual Recurring Services - Year 2	USD 20,614.65
Annual Recurring Services - Year 3	USD 21,645.38

Initial Term & Renewal Date	Beginning at signing and ending 36 months after signing. Renewal Date: Annually on date of signing.
Initial Term Invoice Schedule	Total Investment - Year 1 invoiced at signing.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on Renewal Date
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Dean Schneider, Public Property Manager

AGENDA ITEM: Resolution No. 10-23/24 Approve Tree Removal Proposal for Public Property

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City has annually and historically used private contractors for tree and stump removal services, as well as, professional diagnosis of the health of trees in the right-of-way. This year, the City issued a request for proposals (RFP) for such services in May 2023 for a 3-year contract. The City's objective in this proposal was to procure professional tree removal services to ensure it is done safely, correctly and in a timely manner. Although city crews are able to provide tree removal on minor issues, they are not equipped or trained to do many of the tree removal jobs and work orders that require special equipment and expertise. Having a professional company under contract ensures that work will not only be done the right way, but in a safe professional manner.

Staff is recommending a three-year contract to Topless Tree Service.

FINANCIAL IMPACT:

Requested Amount: Not to exceed \$200,000; services provided on an as needed basis

Line Item: 100-032-536000

Budgeted Amount: \$200,000

Available Funds: \$200,000

IMPACT IF APPROVED: A professional company to do tree work both professionally and safely.

IMPACT IF DENIED: Liability issue and potential dangerous situations for the public and workers

ALTERNATIVES: N/A

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 10-23/24 Approve Tree Removal Proposal for Public Property

WHEREAS, the City has annually and historically used private contractors for tree and stump removal services, as well as professional diagnosis of the health of trees in the right-of-way; and

WHEREAS, the City issued a request for proposals (RFP) for such services in May 2023 for a 3-year contract and received two responses; and

WHEREAS, the City Council finds that Topless Tree Service has submitted the most favorable proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The findings and recitations set forth above are found to be true and correct and are incorporated herein.

Section 2. The proposal for tree removal and diagnosis services submitted by Topless Tree Service, a copy of which is attached hereto as **Exhibit A**, is approved.

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

MAYOR

ATTEST:

CITY CLERK

BID SHEET

ITEM OF WORK	UNIT	BID PRICE
Tree Removal	Hourly	\$ 350.00
Stump Removal, Remove all debris, and backfill with topsoil.	Hourly	\$ 96.00 per foot
Professional Diagnosis	Hourly	No charge
Grapple Truck & Operator	Hourly	\$ 100.00

CONTRACTORS NAME:

Topless Tree Service
Michael Rasmussen

SIGNED BY:

Michael Rasmussen

TITLE:

President/Owner

ADDRESS:

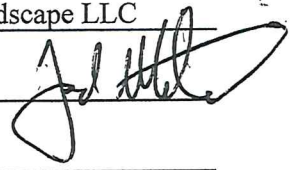
25895 E CR 2500 N
Manito, IL 61554

DATE:

5-5-23

BID SHEET

ITEM OF WORK	UNIT	BID PRICE
Tree Removal 3 person crew, bucket truck, chipper, support equipment	Hourly	\$285.00/full crew per hour
Stump Removal 95 HP remote self propelled stump grinder, 2021 MY	Hourly	\$165/hr operator and grinder
Professional Diagnosis	Hourly	\$160/hr professional services
Debris removal, per 30 CYD Disposed at JIMAX Recycling Yard	Load (30 CYD)	\$340/semi load

CONTRACTORS NAME: JIMAX Landscape LLCSIGNED BY: Jarrold Martis TITLE: PresidentADDRESS: 3545 SW JIMAX PlacePeoria IL 61605DATE: 05/10/2023

Attachment: JIMAX (3526 : Resolution No. 10-23/24 Approve Tree Removal Proposal for Public Property)



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Dean Schneider, Public Property Manager

AGENDA ITEM: Resolution No. 11-23/24 Intergovernmental Agreement with GPMTD

ACTION REQUESTED: Approve and Adopt the Resolution. Adopt Resolution No. 3461 approving an agreement with GPMTD not to exceed an annual payment of \$210,000.00.

DESCRIPTION: The City of Pekin and the Greater Peoria Mass Transit District (GPMTD) annually enter into an intergovernmental agreement for GPMTD to provide public transportation via fixed routes and ADA complimentary paratransit service. Pekin's transit system provides generally over 100,000 rides each year. Many of these riders are elderly, disabled, economically disadvantaged or without primary transportation. The attached intergovernmental agreement for 2023 through 2024. The annual fiscal impact to the City is not to exceed \$210,000.

FINANCIAL IMPACT:

Requested Amount: \$210,000
 Line Item: 100-990-565900 (City Link Contract)
 Budgeted Amount: \$210,000.00
 Remaining Funds: \$210,000.00

IMPACT IF APPROVED: Pekin will be provided with public transportation.

IMPACT IF DENIED: Pekin will not be provided with public transportation.

ALTERNATIVES: N/A

REQUIRED SIGNATURES

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

City Manager:
 Date:

**Resolution No. 11-23/24 Intergovernmental Agreement with Greater Peoria Mass Transit
District for 2023-2024 Transit Service in Pekin**

WHEREAS, the City of Pekin and the Greater Peoria Mass Transit District (GPMTD) annually enter into an intergovernmental agreement to provide public transportation in the city via fixed routes and ADA complimentary paratransit service; and

WHEREAS, Pekin's transit system provides generally over 100,000 rides each year; and

WHEREAS, many of these riders are elderly, disabled, economically disadvantaged or without primary transportation; and

WHEREAS, the Parties wish to extend and revise the intergovernmental agreement to continue public transportation services for a one year term starting July 1, 2023 through June 30, 2024.

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

Section 1. The Mayor of the City of Pekin is hereby authorized to execute and enter into an Intergovernmental Agreement for Transit Services between the City of Pekin and the Greater Peoria Mass Transit District for the purposes of continuing transportation services in the City from July 1, 2023 to June 30, 2024, in substantially the form set forth in the attached Exhibit A, with such changes as the Mayor, in consultation with the City Attorney, deems appropriate; provided, however, that the annual cost of such contract shall not exceed \$210,000.

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

MAYOR

ATTEST:

CITY CLERK

INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES

WHEREAS, the City of Pekin (hereinafter referred to as "Pekin" or the "City") desires to have public transit services for the City of Pekin provided by the Greater Peoria Mass Transit District; and

WHEREAS, Greater Peoria Mass Transit District has the power and authority granted to it in its enabling statute, The Local Mass District Act, 70 ILCS 3610/5(d), and the Intergovernmental Cooperation Act, 5 ILCS 220/5, to provide those services to the City of Pekin;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. OVERALL SERVICE

Greater Peoria Mass Transit District shall work with Pekin officials to understand the need for mass transit services within Pekin and the requirements and responsibilities of the provider of transit services for the City of Pekin. Greater Peoria Mass Transit District shall exercise complete professionalism and cooperation regarding all aspects of the provision of mass transit services to Pekin pursuant to this Agreement. Pekin will make its best efforts during the contract period to assist Greater Peoria Mass Transit District in the provision of service to Pekin.

2. SERVICE LEVELS

Greater Peoria Mass Transit District will employ routes, hours, and frequencies, on days of the week that are outlined in Exhibit I. Any changes in times or routes shall be mutually agreed by and between the parties and no changes to times or routes would be made without notice and approval by the City of Pekin.

3. VEHICLES

Greater Peoria Mass Transit District will provide sufficient buses and other vehicles to provide the transit services provided for in this Agreement and shall be responsible for all maintenance of such buses and vehicles.

4. ACQUISITIONS OF ASSETS AND EQUIPMENT

Greater Peoria Mass Transit District will provide all support equipment, including, but not limited to, spare parts, radios and cameras, and other supplies, for the buses and other vehicles as may be necessary to perform transit services pursuant to this Agreement.

5. OPERATIONAL ISSUES

A. Monitoring/Supervision

Greater Peoria Mass Transit District will utilize the same monitoring procedures that are in place for all other Greater Peoria Mass Transit District routes. This includes the use of the existing two-way communication system through Greater Peoria Mass Transit District dispatch and regular road supervision. Supervisors shall be equipped with communication units to ensure constant communication with the dispatcher and drivers. Greater Peoria Mass Transit District shall staff its supervisory ranks at a level that will allow for availability of professional supervisory personnel whenever and wherever they are needed. Supervisors shall also provide first response to vehicle accidents and incidents, assist trip movements, monitor driver's proficiency, assist in customer service issues, and provide information, investigate customer complaints, and verify and document operating performance.

B. Dispatching

Greater Peoria Mass Transit District shall utilize its existing dispatchers to handle normal dispatching duties for the transit services to be provided in Pekin pursuant to this Agreement. Dispatchers are the managers of the road operations and as such are responsible for knowing the conditions of the street operation on a vehicle-by-vehicle, minute-by-minute basis. Greater Peoria Mass Transit District's dispatching center is housed at its maintenance facility in Peoria.

C. Manpower

Greater Peoria Mass Transit District will provide all personnel, needed to successfully operate transit service for the City of Pekin. Greater Peoria Mass Transit District will comply with all federal, state and local employment regulations and supply all required state and local permits in addition to ensuring that all drivers are properly licensed to perform the services provided hereunder.

6. FACILITIES

Greater Peoria Mass Transit District shall store the buses and other vehicles used in the performance of services performed pursuant to this Agreement at its maintenance facility at 2105 NE Jefferson Avenue, Peoria Illinois 61603-3587, or at a secured location owned or maintained by the Greater Peoria Mass Transit District.

7. VEHICLE MAINTENANCE

Greater Peoria Mass Transit District shall provide all required vehicle maintenance. Preventive maintenance on the vehicle will take place between 5500 and 6000 miles. This work will also be done at Greater Peoria Mass Transit District's maintenance facility.

8. ADA PARATRANSIT SERVICE

Greater Peoria Mass Transit District will comply with all the requirements of the Americans with Disabilities Act (ADA) as they pertain to the delivery of reservation-based services in Pekin. Greater Peoria Mass Transit District shall employ two separate vehicles operated by GPMTD's ADA service provider for ADA paratransit trips within Pekin service area.

A. Paratransit Eligibility

Pekin residents shall obtain an ADA application through Greater Peoria Mass Transit District's Paratransit Manager's office or through the District's website. Applications for ADA services submitted to the Greater Peoria Mass Transit District shall be assessed and services monitored by OSF St Francis Medical Center. No additional staff would be required to provide paratransit services. Individuals in Pekin that desire to use paratransit service will be required to register with the Greater Peoria Mass Transit District and will be subject to regular recertification as required by the ADA or other applicable law.

B. ADA Reservation Calls

Passengers may schedule an ADA reservation trip by calling 309-999-3667.

9. SAFETY SUPPORT

Greater Peoria Mass Transit District implements extensive and comprehensive safety programs throughout its operation. Greater Peoria Mass Transit District will comply with all applicable safety regulations and requirements, including, but not limited to, regulations of the Federal Transit Administration in service delivery to the City of Pekin.

10. FARE HANDLING/MONEY COUNTING

All fares will be collected and retained by the Greater Peoria Mass Transit District. Fares charged in Pekin will be the same as fares charged for regular route service (currently \$1.00 per trip) and ADA paratransit service (currently \$2.00 per trip) throughout the Greater Peoria Mass Transit District service area.

11. CUSTOMER SERVICE**A. Phone Calls**

The Greater Peoria Mass Transit District telephone operator will serve as the point of contact for all callers and residents requesting transit service in Pekin. Operators shall conduct each call in a polite, courteous and professional manner. Greater Peoria Mass Transit District will utilize existing Greater Peoria Mass Transit District and ADA service provider telephone staff to handle fixed route or ADA paratransit calls for Pekin.

B. Customer Response

Customer service requests or complaints shall be responded to promptly and courteously. Customer comments and complaints may be submitted by telephone, mail or email, personal contact, or surveys.

C. Pass Sales

Greater Peoria Mass Transit District will sell passes for transit services at a series of locations in Pekin, as well as at its Transit Center.

12. TRAINING

Greater Peoria Mass Transit District will provide training to its drivers, road supervisors, dispatchers, telephone operators, and maintenance and customer service personnel in order to familiarize Greater Peoria Mass Transit District employees with the current routes and schedules, the street network in Pekin and the location of major generators along the routes.

13. INDEMNITY

Greater Peoria Mass Transit District agrees to indemnify and hold harmless the City of Pekin against any and all liabilities and damages as a result of claims, suits, and clauses of action arising out of or alleged to have arisen out of the conduct of Greater Peoria Mass Transit District for the services provided under the Agreement.

14. CONTRACT TERM

This shall commence on July 1, 2023 and expire June 30, 2024. Either part shall have the right to terminate this Agreement upon sixty days (60) written notice to the other party.

15. COST

The City of Pekin agrees to pay Greater Peoria Mass Transit District an annual fee for transit services based on the following calculation:

1. GPMTD's variable costs associated for each mile of service provided to the City of Pekin shall be tabulated;
2. GPMTD's variable costs associated for each "Connector Mile" to the City of Pekin shall be tabulated and discounted by 50%;
3. Both the variable costs for service in the City of Pekin and the discounted costs related to "connector" miles shall be aggregated to form a "Basis for Service Fee", with the amount of farebox revenues being credited to the City of Pekin based on its portion of actual ridership.
4. Due to Downstate Operating Assistance Program (DOAP) funding that GPMTD receives annually from the State of Illinois to cover sixty-five (65%) of operating costs, the Basis for Service Fee shall further be discounted by that annual percentage (65%) to arrive at a "Final Service Fee" which the City of Pekin shall pay on a quarterly basis.
5. Should additional Section 5310 funding for Enhanced Mobility of Seniors & Individuals with Disabilities become available, GPMTD and the City of Pekin shall work together to obtain such funding to enhance any GPMTD's paratransit operations that serve the City of Pekin.
6. Notwithstanding the above calculations, any payment made by the City to the GPMTD on an annual basis shall not exceed \$210,000.

The annual fee calculated above shall be billed to the City quarterly in equal installments. If the City of Pekin does not have available funds or is not willing to expend funds to cover the allocated cost, the parties will negotiate in good faith to determine if a contract price agreeable to both parties can be achieved.

16. BUS STOP MAINTENANCE

1. The location and placement of designated bus stops along service routes shall be subject to approval from the City.
2. The Greater Peoria Mass Transit District shall provide any benches, shelters, signage or other improvements to be placed at designated bus stops ("Bus Stop Improvements").
3. The City of Pekin will install, construct, maintain and remove all improvements (i.e. concrete foundations) and landscaping necessary for the Bus Stop Improvements located throughout the City of Pekin, IL.
4. The City of Pekin shall maintain the Bus Stop Improvements in a state of good quality and repair, and in compliance with any and all applicable laws and regulations.

17. REVIEW OF RECORDS and BOOKS

The books and records of GPMTD are available for inspection by the City of Pekin.

18. LAWS AND REGULATIONS

During the entire term of this Agreement, Greater Peoria Mass Transit District shall comply in every respect with all laws, rules and regulations of the State of Illinois and the United States affecting or regulating the transportation of passengers in mass transit, including but not limited to the Illinois Vehicle Code and the rules promulgated by the National Highway Transportation Safety Administration and the Illinois Department of Transportation.

19. NOTICES

All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or overnight courier or as of the third day from and including the day of posting if mailed by certified mail return receipt requested with postage prepaid.

If to the City of Pekin:

City of Pekin
Attn: City Manager
111 S Capitol Street
Pekin, IL 61554

If to Greater Peoria Mass Transit
District:

Greater Peoria Mass Transit District
Attn: General Manager
2105 NE Jefferson Avenue
Peoria, IL 61603

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations, and understanding of the parties, written or oral.

21. AMENDMENT

This Agreement may be amended only by written agreement of the parties.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of the State of Illinois.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

CITY OF PEKIN

GREATER PEORIA MASS TRANSIT DISTRICT

By: _____
Mary Buress, Mayor

By: _____
Doug Roelfs, General Manager

Date: _____

Date: _____

ATTEST

ATTEST

By: _____
Sue McMillan, City Clerk

By: _____
Christine Feng, CFO

Date: _____

Date: _____

EXHIBIT I

Service in the City of Pekin generally includes the following from 7:45 A.M. to 5:40 P.M. on Monday through Friday (No Saturday or Sunday service):

- Pekin to Peoria Connector Route
- North Pekin Route (see map and schedule below)
- South Pekin Route (see map and schedule below)
- ADA complimentary paratransit service

Frequency:	Pekin to Peoria Connector Route	12 x a day
	North Pekin Route (see map and schedule below)	11 1-hour routes a day
	South Pekin Route (see map and schedule below)	11 1-hour routes a day
	ADA Complimentary Paratransit Service	anywhere from $\frac{3}{4}$ mile of a fixed route



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: David Hess, IT

AGENDA ITEM: Resolution No. 12-23/24 Approve Renewal Agreement with Heart Technologies, Inc.

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Heart Technologies, Inc. has been the City of Pekin's Telephony provider in this building since it was built in 2002. They are a strategic partner with our Telecommunications provider working in concert to provide the city with high-quality phone service for a budget-minded cost. We seek to continue that agreement for another 60 months at a lower rate and receive an update on our phone infrastructure as part of the agreement. This agreement covers all services, updates, and parts for the duration of the term.

FINANCIAL IMPACT:

Requested Amount: \$4,658.92 mo / \$55,907.04 yr / \$279,535.20 term
 Line Item: 100-009-550300
 Budgeted Amount: \$223,800.00
 Remaining Funds: \$223,800.00

IMPACT IF APPROVED: Newer Modern Phone System

IMPACT IF DENIED: Outdated End of Service, End of Parts Phone System In Place

ALTERNATIVES: Smoke Signals, Tin Cans With Strings

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 12-23/24 Approve Renewal Agreement with Heart Technologies, Inc.

WHEREAS, Heart Technologies, Inc. has provided telephony services in City Hall since it was built in 2002; and

WHEREAS, the City's current agreement with Heart Technologies, Inc. and reached the end of its term and the City Council finds it is in the best interests of the City to renew the agreement for another 60 month term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The findings and recitations set forth above are found to be true and correct and are adopted herein.

Section 2. The Agreement with Heart Technologies, Inc. for telephone services as set forth on the attached **Exhibit A** is approved, and the Mayor and City Clerk are authorized and directed to execute and attest the same.

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

MAYOR

ATTEST:

CITY CLERK



AGREEMENT

AGREEMENT NO.: **1868517**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Pekin, City of**

ADDRESS: **111 S Capitol St Pekin, IL 61554-4188**

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☒ SEE ATTACHED SCHEDULE

See attached equipment schedule

EQUIPMENT LOCATION: **As Stated Above**

TERM IN MONTHS: **60**

TOTAL MONTHLY PAYMENT AMOUNT*: **\$4,658.92** (*PLUS TAX)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

Heart Technologies, Inc

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

3105 N Main St East Peoria, IL 61611

Attachment: Heart_Smart_Renewal (3517 : Resolution No. 12-23/24 Approve Renewal Agreement with Heart Technologies, Inc.)

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$69.50. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the "Equipment Payment") and the initial amount payable to us under a separate statement of work, IT service agreement or other arrangement for network and/or software support services, equipment maintenance and/or professional IT services relating to your IT network (the "Service Payment"). The initial Service Payment is 33.41% of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience. If the amount of the Service Payment is adjusted during the term of this Agreement in accordance with your statement of work or IT service agreement, we will invoice you for the updated Service Payment after the effective date of such adjustment. You will look solely to us for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.



Technologies, Inc.

AGREEMENT NO.: 1868517

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES	SERIAL NO.
CITY HALL	
1 - 3300 CX II w/ 1GB RAM Controller	
1 - MiVoice Business Enterprise S/W for 3300	
1 - 3300 CX(i) II Controller SATA SSD	
1 - T1/E1 Combo MMC II	
1 - QUAD CIM	
1 - ASU II	
1 - 24 port ONSp card	
32 - MiVoice Business License-SINGLE LINE EXT	
2 - MiVoice Business License - SIP Trunk x1	
1 - MCD Mailbox license	
2 - PWR CRD C13 10A 125V - NA Plug	
1 - UCCv4.0 Entry User for MiVoice Bus x50	
15 - UCCv4.0 Entry User for MiVoice Bus x1	
10 - UCCv4.0 STND User for MiVoice Bus x1	
58 - 6920w IP Phone	
17 - 6930w IP Phone	
4 - 6940w IP Phone	
4 - M695 PKM	
1 - MiCollab Virtual Appliance	
1 - NPUM Voice Mail Networking	
1 - NPUM Record A Call	
5 - MiCb NPUM Mailbox Calldir x1	
1 - MiCollab Client Console Option	
1 - MiCClient Licnse - Peering Adv Server	
1 - MiCClient Licnse - Federation Adv Server	
1 - MiVoice Border Gateway Virtual	
1 - SWA Std 1y MiVBus System	
1 - SWA Std 1y MiCollab System	
5 - SWA Std 1y MiCollab UM Mailbox	
65 - SWA Std 1y UCC Entry MiVB	
20 - SWA Std 1y UCC Std MiVB	
32 - SWA Std 1y MiVBus Analog Port	
1 - SWA Std 1y MiV BG System	
Tazcom	
1 - 3300 CX II w/ 1GB RAM Controller	
1 - MiVBus Enterprise SW for 3300 (no users)	
1 - 3300 CX(i) II Controller SATA SSD	

Attachment: Heart_Smart_Renewal (3517 : Resolution No. 12-23/24 Approve Renewal Agreement with Heart Technologies, Inc.)

1 - QUAD CIM

1 - 3300 ANALOG OPTION BOARD II

1 - ASU II

2 - 4 PLUS 12 PORT COMBO

24 - MiVoice Business License-SINGLE LINE EXT

1 - MCD Mailbox license

2 - PWR CRD C13 10A 125V - NA Plug

23 - UCCv4.0 Entry User for MiVoice Bus x1

13 - 6920w IP Phone

10 - 6930w IP Phone

1 - SWA Std 1y MiVBus System

23 - SWA Std 1y UCC Entry MiVB

24 - SWA Std 1y MiVBus Analog Port

1 - APC Smart-UPS 1500VA LCD 120V

Eastside

1 - 3300 CX II w/ 1GB RAM Controller

1 - MiVBus Enterprise SW for 3300 (no users)

1 - 3300 CX(i) II Controller SATA SSD

1 - PWR CRD C13 10A 125V - NA Plug

14 - UCCv4.0 Entry User for MiVoice Bus x1

7 - 6920w IP Phone

7 - 6930w IP Phone

1 - MCD Mailbox license

1 - SWA Std 1y MiVBus System

14 - SWA Std 1y UCC Entry MiVB

1 - APC Smart-UPS 1500VA LCD 120V

EOC

1 - 3300 CX II w/ 1GB RAM Controller

1 - MiVBus Enterprise SW for 3300 (no users)

1 - 3300 CX(i) II Controller SATA SSD

1 - PWR CRD C13 10A 125V - NA Plug

13 - UCCv4.0 Entry User for MiVoice Bus x1

13 - 6920w IP Phone

1 - MCD Mailbox license

1 - SWA Std 1y MiVBus System

13 - SWA Std 1y UCC Entry MiVB

1 - APC Smart-UPS 1500VA LCD 120V

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

Pekin, City of

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Heart Technologies, Inc ("we", "us", "our") and Pekin, City of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1868517 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)

X

SIGNATURE

PRINT NAME & TITLE

DATE

OUR SIGNATURE

Heart Technologies, Inc

SIGNATURE

PRINT NAME & TITLE

DATE



Solved... Seamlessly... Invisibly...

So you can focus on your core business...

Guaranteed.

HEARTsmart ***Voice***

Telecom Managed Service Program

City of Pekin

HEARTsmart Voice

***Keep your attention and your capital focused where they matter most...
Your Core Business.***

The HEARTsmart Managed Service Plan from Heart Technologies, Inc. offers your organization the ability to set your technological pace high while keeping costs low.

Major features:

Guaranteed response time

- We guarantee our emergency response time—4 hours or \$1,000 directly to you Non
- Emergency Response time is to be less than 16 business hours.
- No trip charges are incurred for service calls—EVER.
- Five year Parts and Labor warranty.
- Discounted rates on additional services.

Proactive and forward thinking

- Maintenance coverage is built into the program.
- Free in-version software upgrades, system reconfiguration and software programming changes.
- Preventative maintenance will be regularly scheduled and completed.

Emergency coverage

- In cases of Acts of Nature or even theft, your tech system will be insured.
- Everything in our power will be done to get you up and running—ASAP.
- In the event there is an issue, you will pay nothing for repair or replacement and the insurance responsibilities belong to HEART. (Keeping your insurance rates down).

Changes with your business

- HEARTsmart is a flexible program that allows you to upgrade at anytime at no penalty. Depending on how far along you are in the program you will be able to add technology often keeping your payment the same by signing a new HEARTsmart agreement.
- Heart technicians regularly monitor usage to help cut back on costs as your usage changes

Employee support

- Heart provides initial on-site and end user training.
- New hire and refresher training is made available to lessen your downtime.

Heart Technologies offers a true partnership. Focused on empowering your organization to be the best it can be. Providing high-functioning technology equipment requires initiative—We've got it and understand it's importance. What is more important is the knowledge that the only way HEART becomes profitable in a HEARTsmart relationship is by keeping client systems running smoothly. Being Pro-active is critical to us.

HEARTsmart *Voice* warranty agreement

What is covered:

24 hours per day-7 days per week-365 days per year on site and remote technical coverage

Priority queue to Level 1

7 Day/Week emergency service within 4 hours of report with a \$1,000 cash guarantee

5 Day/Week non-emergency service within 16 business hours of report

No problem found service requests at no charge

Preventative maintenance as recommended by OEM

Software patches, hot-fixes and minor version updates excluding custom programming

Scheduled software back-ups as defined within Schedule 1

Remote system administration

No charge audit services for network carriers

Semi-annual remote storage of system configuration

Semi-annual application and process review

100% manufacturer certified technical support

Repair or replacement of defective parts, except for consumables (such as toner, paper, ink, batteries, etc.)

Advance replacement of defective components at no cost

Spares maintained in stock

Wiring, if installed by Heart Technologies

All labor for remote adds, moves and changes (excluding wiring)

Semi-annual system check-up

Free follow-up training classes (1 per month)

No travel charges within 50 miles of a Heart Technologies office

Tech Refresh Program – This feature assures that your technology services can be changed or enhanced to meet the needs of your growing business or to adopt new technologies at any time during your service plan without penalty or loss.



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 13-23/24 Authorize Spending Authority for Sewer Installation on S. 10th

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: An issue was recently discovered on the 800 block of S. 10th Street with a homeowner's sewer lateral. The lateral is collapsed and unable to be repaired without digging it up; however, the lateral was run below the neighbor's garage and neighbors house, so the existing lateral cannot be repaired. The City has a sewer main along Park Avenue, but currently does not have a sewer main along S. 10th Street between Park and Winter. Due to the location of existing underground utilities between the sidewalk and back of curb, there is no reasonable option for the homeowner to install a sewer lateral to the existing sanitary main, except within the 10th Street pavement. Based on the configuration of the existing houses on S. 10th Street, it is likely that this condition exists for five total houses on this block.

Rather than force each homeowner to install long laterals in the street, in which the cost would exceed the value of the homes, staff recommends installing a new sewer main along S. 10th Street. Staff is working to find a contractor to perform the work as an emergency situation without a formal bid, since the home does not currently have access to sewer. Staff is requesting \$300,000 of emergency spending authority.

FINANCIAL IMPACT:

Requested Amount: Up to \$300,000.00
 Line Item: 231-030-564000
 Budgeted Amount: \$200,000.00
 Remaining Funds: \$200,000.00

IMPACT IF APPROVED: The City will install a sewer main along S. 10th

IMPACT IF DENIED: The City will not install a sewer main.

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 13-23/24 Authorize Spending Authority for Sewer Installation on S. 10th

WHEREAS, an issue was discovered in the sewer lateral on the 800 block of S. 10th street and the home is currently without sewer access; and

WHEREAS, the City does not have a sewer main along 10th Street in this block; and

WHEREAS, the property owner has no reasonable options to install a code compliant sewer lateral except within the street which would be prohibitively expensive; and

WHEREAS, City staff recommends installing a new sewer line along 10th Street between Park Avenue and Winter Street as quickly as possible; and

WHEREAS, City staff has requested emergency spending authority up to \$300,000 to resolve the issue; and

WHEREAS, the City Council finds it is in the best interests of the City, its infrastructure, and its residents to install the sewer line as economically and expediently as possible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The above recitals are found to be true and correct and are incorporated herein.

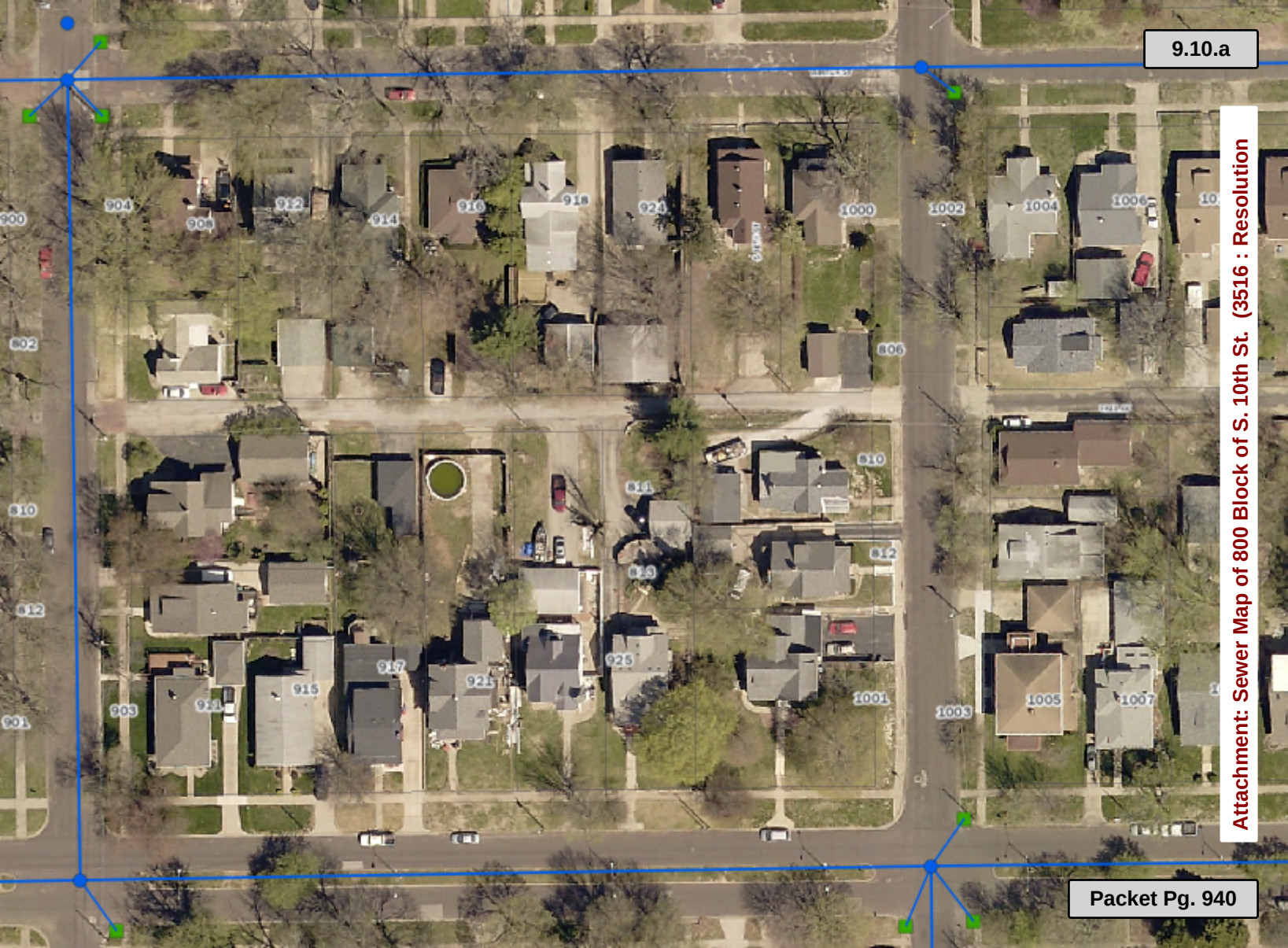
Section 2. The City Engineer is authorized to expend an amount not to exceed \$300,000 to install a new 8 inch sewer line along S. 10th Street, north of Park Avenue.

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

MAYOR

ATTEST:

CITY CLERK



Attachment: Sewer Map of 800 Block of S. 10th St. (3516 : Resolution



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Resolution No. 14-23/24 Approving Covenant and Partial Release of Liability with Seico

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: On December 14, 2020, the City Council approved Ordinance No. 2931-20/21 authorizing the sale of a 6.5ft wide strip of City-owned real estate in the 100 Block of Elizabeth Street to Seico, Inc., which operates a business on the adjacent parcel located at 132 Court Street (the “Seico Property”). A building constructed on the Seico Property in or around 2018 encroaches on the City-owned parcel by about 4.4 feet, and the conveyance of the 6.5ft strip is intended to cure this encroachment. The encroachment was inadvertent on the part of Seico and was likely the result of an error in the placement of pins marking the boundary lines between the two parcels. Additionally, the building encroaches onto the Elizabeth Street right of way by approximately 2 feet. This encroachment is de minimis, and does not currently interfere with traffic on Elizabeth Street or any City utilities in the right of way.

As part of this conveyance, Seico’s president Bradley Juergens, has requested that the City release him from any liability for the encroachment onto City property and covenant not to require the removal of the building from the Elizabeth Street right of way. The attached agreement allows the building to remain where it is, so long as it is not expanded or altered. Additionally, if the building is destroyed, demolished, or damaged to the point where repair would constitute a substantial reconstruction, the building cannot be rebuilt in the right of way. Finally, the City reserves the right to require removal of the building if necessary to access, maintain, construct, or reconstruct any utilities or Elizabeth Street.

The Seico Property is actually owned by Bradley Juergens, not Seico, Inc., and so the attached Covenant not to Sue and Partial Release is between the City and Mr. Juergens. Additionally, the purchase and sale agreement for the 6.5ft strip will reflect Mr. Juergens as the buyer.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Seico/Mr. Juergens does not have to move the Morton building on his property to cure the encroachment.

IMPACT IF DENIED: Seico/Mr. Juergens would have to incur great expense to move the building.

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 14-23/24 Covenant not to Sue and Partial Release of Seico Related to Elizabeth Street Property

WHEREAS, the City owns that certain parcel of real estate located in the 100 block of Elizabeth Street, Pekin, Illinois (the “City Property”), more particularly described as follows:

Lots 14, 15 and the Easterly 10 feet of Lot 16, all in Block 6 in the Original Town, now City of Pekin, in the County of Tazewell and State of Illinois.

PIN: 04-04-34-436-010 & 04-04-34-436-015; and

WHEREAS, Bradley Juergens owns the property at 123 Court Street and operates a business known as Seico, Inc. on said property (the “Seico Property”); and

WHEREAS, the Seico Property is adjacent to the City Property to the east; and

WHEREAS, in or about 2018, Juergens erected a new building on the Seico Property to accommodate its expanding business; and

WHEREAS, it has come to the City’s attention that this new building encroaches onto the City Property by approximately 4.4 feet and encroaches into the Elizabeth Street right-of-way by approximately 2 feet; and

WHEREAS, on December 14, 2020, the City Council adopted Ordinance No. 2931-20/21 approving the sale of a 6.5ft strip of the eastern portion of the City Property to Seico, Inc. to cure the encroachment; and

WHEREAS, on April 25, 2022, the City Council adopted Ordinance No. 3074-21/22 approving the subdivision of the City Property to facilitate the conveyance of the 6.5ft strip; and

WHEREAS, as part of the sale of the 6.5 foot strip, Mr. Juergens has requested that the City covenant not to sue for any prior trespass onto the City Property by way of the encroachment, and to covenant not to require the removal of the encroachment from the Elizabeth Street right-of-way; and

WHEREAS, the City Council finds that the encroachment onto the City Property and the Elizabeth Street right-of-way are de minimis, and that it is appropriate to enter into the Covenant not to Sue and Partial Release attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The findings and recitations set forth above are found to be true and correct and are adopted herein.

Section 2. The Covenant not to Sue and Partial Release between the City of Pekin and Bradley Juergens is approved in substantially the form attached hereto as **Exhibit A**, with such changes as the Mayor, in consultation with the City Attorney, deems necessary and appropriate, and the Mayor is authorized to execute, and the City Clerk is directed to attest, the same.

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

_____, 20_____.

MAYOR

ATTEST:

CITY CLERK

COVENANT NOT TO SUE AND PARTIAL RELEASE

This Covenant Not to Sue and Partial Release ("Covenant") given by CITY OF PEKIN, Tazewell and Peoria Counties, Illinois, an Illinois Municipal Corporation ("City"), to Bradley A. Juergens, Pekin, Illinois, and his successors in title to Lot 13 and the East 6.5 feet of even width of Lot 14 in Block 6 of the Original Town, now City of Pekin, Tazewell County, Illinois (Premises) and his agents, tenants, permittees and contractors who constructed or occupied the building currently located on the Premises and allegedly located on a portion of the North Half of the Elizabeth Street right-of-way adjacent to the Premises ("Juergens").

In consideration of the purchase of the East 6.5 feet of even width of Lot 14 in Block 6 of the Original Town, now City of Pekin, Tazewell County, Illinois ("6.5 foot strip") from City by Juergens, the receipt of which is acknowledged, City covenants as follows:

1. City will never institute any action or suit at law or in equity or other legal or administrative action against Juergens, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause or action for damages, violation of any zoning or other law, injunctive or equitable relief, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of the encroachments or alleged encroachments by the building owned by Juergens currently located upon the 6.5 foot strip or the North Half of the Elizabeth Street right-of-way adjacent to the Premises ("ROW") as shown by the plat dated January 28, 2020 by Mohr & Kerr Engineering & Land Surveying, P.C. attached hereto ("Plat").

Notwithstanding the foregoing, the covenants contained in this paragraph 1 with regard to the ROW are limited to the alleged encroachment of the building presently existing as shown by the Plat, and shall not be construed to permit the modification, addition, or enlargement of the existing encroachment, or the construction or placement of any further encroachment onto the ROW. Further, should the existing encroaching building be demolished, removed, or otherwise damaged to the point where any repair would constitute a substantial reconstruction, nothing in this paragraph 1 shall be construed to allow the reconstruction, replacement, or repair of any such improvement or encroachment in the ROW.

2. Any payment or statement hereunder shall not be construed as an admission of liability on the part of Juergens, by whom liability has been expressly denied.

3. As to any alleged encroachment upon the 6.5 foot strip, City hereby releases Juergens from any claim for trespass or other cause of action as a result of said alleged encroachment.

4. This Covenant and Release shall inure to the benefit of Juergens and his heirs and legal representatives and shall bind his successors in title to the Premises. It shall bind City and its successors and its successors in title to the North Half of Elizabeth Street adjacent to the Premises.

5. Notwithstanding anything in this Covenant to the contrary, the City shall retain the right to require removal of any encroachment into the ROW as necessary to access, repair, maintain, construct, or reconstruct Elizabeth Street or any utilities within the ROW.

6. This instrument reflects the entire covenant and release between City and Juergens, and no statements, promises or inducements made by City or any agent of City that are not contained in this instrument shall be valid or binding, except that this instrument is to be read as a supplement to and not a replacement of any promises, representations, conditions or warranties contained in a certain Agreement for Purchase and Sale of Real Property dated _____, 2023 by and between the City of Pekin and Bradley A. Juergens for the 6.5 foot strip.

Dated: _____

City of Pekin, Tazewell and Peoria
Counties, Illinois, an Illinois Municipal
Corporation

By _____
Its Mayor

Attest:

City Clerk

Dated: _____

Bradley A. Juergens

EXHIBIT PLAT

LOTS 14, 15 AND THE EAST 10 FEET OF LOT 16 IN
BLOCK 6 OF THE ORIGINAL TOWN (NOW CITY) OF PEKIN

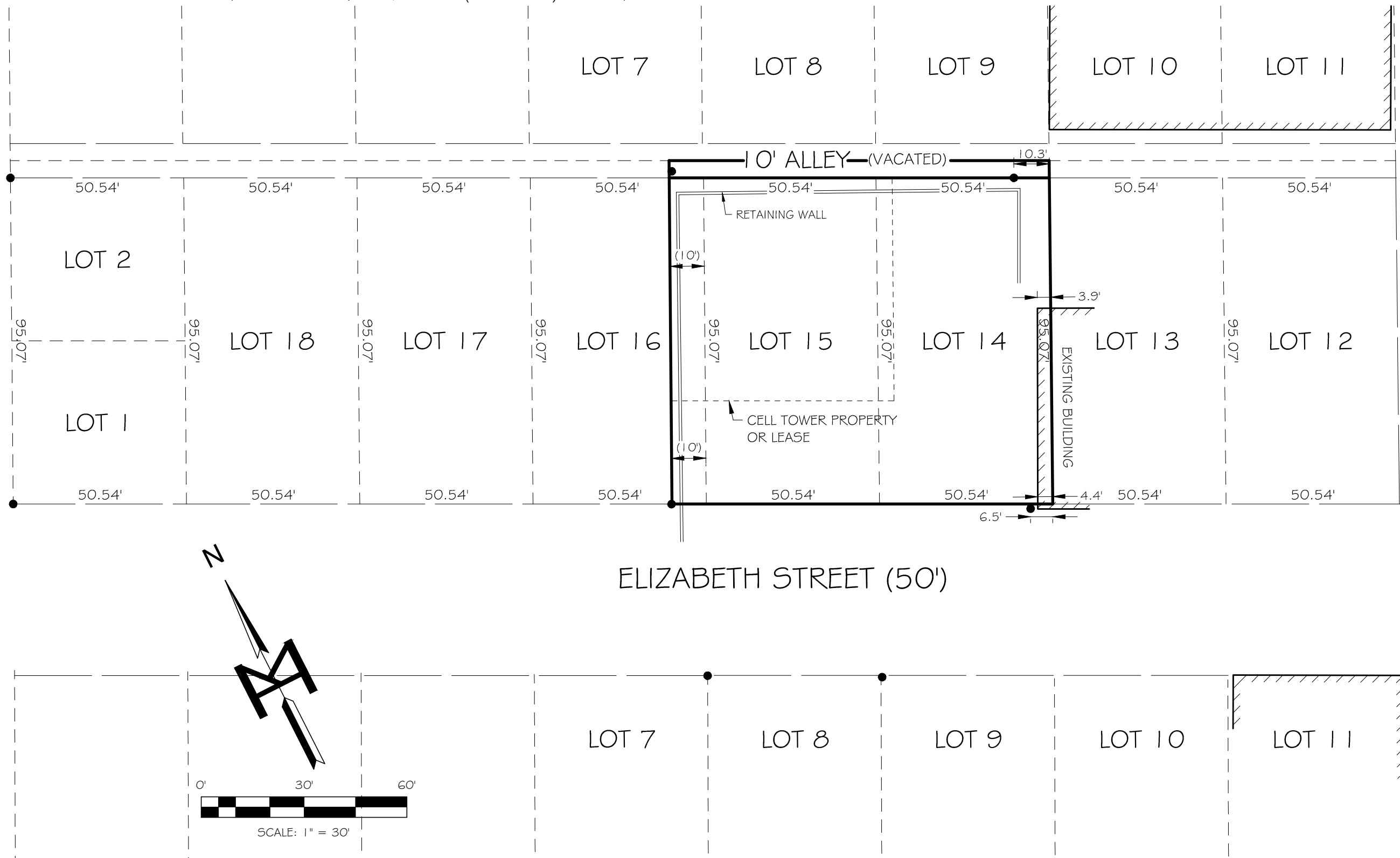


EXHIBIT PLAT



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. Prospect Road, Suite 6B
Peoria, Illinois 61614
www.mohrandkerr.com
Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.005091

REV.	DATE	NATURE OF REVISION	CHECKED
FILE NAME: 20-027 City of Pekin.dwg Jan 28, 2020			

SURVEYED	MDP
DRAWN	JEF
CHECKED	
SCALE	1" = 30'
DATE	01-28-20

CLIENT:
CITY OF PEKIN

LOTS 14, 15 AND THE EAST 10 FEET OF LOT
16 IN BLOCK 6 OF THE ORIGINAL TOWN
(NOW CITY) OF PEKIN

PROJECT NO. 20-027
SHEET 1 OF 1
Packet Pg. 946



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Resolution No. 15-23/34 Implementing a Hiring Freeze for Heads of Departments and Divisions

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This Resolution would put a temporary freeze on the hiring of new department or division heads until a permanent City Manager is appointed, to allow the permanent City Manager to have final say in the selection of candidates to fill vacancies in the heads of departments and divisions within the City.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 15-23/24 Implementing a Hiring Freeze for Heads of Departments or Divisions within the City

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Council operates under the City Manager form of Government pursuant to Article 5 of the Illinois Municipal Code; and

WHEREAS, under the City Manager form of Government, the City Manager has authority to appoint and remove directors of departments; and

WHEREAS, the City Council finds it is in the best interests of the City and the efficient operation of its business to freeze hiring of new directors of departments and divisions until such time as a permanent City Manager is hired to fill the current vacancy in that office.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. No acting or interim city manager appointed by the City Council to temporarily fill the office thereof shall appoint any director of any department or division of this City, as identified in Chapter 2, Article IV of the Pekin City Code unless authorized by the City Council.

Section 4. The prohibition on appointments set forth herein shall be in effect until such time as the City Council appoints a permanent, full-time City Manager to fill the current vacancy in that office or until the City Council repeals the prohibition, which ever occurs first.

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

MAYOR

ATTEST:

CITY CLERK

	REQUEST FOR COUNCIL ACTION
Agenda Date: To: From:	May 22, 2023 Council Members Nic Maquet,
AGENDA ITEM:	Ordinance No. 4063-22/23 Amending Ch 3, Article I, Division 3, Section 13 Re Screening of Dumpsters
ACTION REQUESTED:	Approve and Adopt the Ordinance.
DESCRIPTION:	Staff is recommending changes to the dumpster screening ordinance. The City Code requires the installation of dumpster screening enclosures for commercial properties and residential properties that are required, by city code, to have a dumpster onsite. This code amendment will exempt all residential dumpster enclosures from the requirement of having gates. Staff recommends approval
FINANCIAL IMPACT:	N/A
Requested Amount: Line Item: Budgeted Amount: Remaining Funds:	
IMPACT IF APPROVED:	Ordinance will be amended
IMPACT IF DENIED:	Ordinance will not be Amended
ALTERNATIVES:	N/A
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

Ordinance No. 4063-22/23 Amending Chapter 3, Article I, Division 3, Section 13 Regarding the Screening of Dumpsters

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City of Pekin desires to amend the regulations requiring the screening and maintenance of dumpsters on residential property within the City as set forth below.

NOW, THEREFORE, BE IT ORDNANIED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWEEL COUNTY, ILLINOIS:

Section 1, Chapter 3, Article I, Division 3, Section 13 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

Sec. 3-1-3-13. – Screening of Dumpsters.

(a) Except as otherwise provided herein, every owner, occupant, or lessee using or occupying a building or structure within the corporate limits of the city for other than residential purposes, and all residential structures required by this Code to have a dumpster, or have an adequate area for a dumpster pad site as described herein, or purposes accessory thereto, shall maintain on such premises a dumpster meeting the requirements of this section.

(b) Surface. Dumpsters shall be located on a hard surface constructed of bituminous concrete, Portland cement concrete, or other hard, solid surface of comparable strength and durability. The hard surface where said dumpster is stored shall be directly accessible to a waste hauling vehicle licensed in accordance with the provisions of this chapter, by a route across surfaces that meet all applicable construction standards of this Code for access to such vehicles.

(c) Screening required. All dumpsters must be fully screened from view from public streets and any abutting properties by three opaque walls and an opaque gate: provided, however, that no gate shall be required for dumpsters serving residential units. All dumpsters shall have lids that remain closed and remain inside the screening enclosure area at all times unless in use.

(1) Minimum height. Screening walls and gates shall be not less than six feet nor more than eight feet in height.

(2) Screening materials. Screening materials must be masonry, brick, stone, reinforced concrete, or similar masonry materials. Materials allowed by this section must match the materials, style, finish, and appearance of the principal building located on the same lot.

(3) Gates. Screening gates must be solid metal and must screen the dumpster from view when closed. Gates must swing out to an angle greater than 90 degrees and create an opening at least 12 feet wide for the collection truck to enter the enclosure. Each gate must be equipped with a pin capable of holding the gate in its fully opened position while the dumpster is being accessed. Gates must swing clear of all fire lanes. Persons authorized to use the dumpster must keep the gates closed unless the dumpster or enclosure is in the actual process of being emptied, filled, painted, cleaned, constructed, installed, repaired, or otherwise maintained. There shall be affixed to the exterior of each gate a sign that is conspicuous and readily visible. The sign shall state “GATES TO REMAIN

Formatted: Font: Georgia, 11 pt, Not Bold

Formatted: Font: Georgia, 11 pt

Formatted: Font: Georgia, 11 pt, Not Bold

Formatted: Font: Georgia, 11 pt

Formatted: Font: Georgia, 11 pt, Not Bold

Formatted: Font: Georgia, 11 pt

Formatted: Font: Georgia, 11 pt, Not Bold

Formatted: Font: Georgia, 11 pt

Formatted: Font: Georgia, 11 pt, Not Bold, No underline

Formatted: Font: Georgia, 11 pt

Formatted: Font: (Default) Georgia, 11 pt, No

Formatted: Font: (Default) Georgia, 11 pt

Formatted: Font: (Default) Georgia, 11 pt, Not Strikethrough

Formatted: Font: (Default) Georgia, 11 pt

Formatted: Font: Georgia, 11 pt, Not Bold

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Font color: Auto

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Not Italic, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Not Italic, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Not Italic, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Not Italic, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Font color: Auto

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Not Italic, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Font color: Auto

CLOSED WHEN NOT IN USE” in block letters at least three inches high. All sign lettering must appear in contrasting colors against the background.

(4) Bollards. A minimum of four bollards shall be provided within the enclosure, two in the rear, and one on each side, to prevent the dumpster from striking or damaging the screening enclosure. The City’s chief building official may approve another type of protection device in writing if the chief building official determines that such device protects the enclosure as well as bollards.

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Not Italic, Font color: Auto

Formatted: Font: Georgia, Font color: Auto

(d) Notwithstanding subsection (a) of this section, the Public Works Director may permit persons using or occupying a structure for commercial purposes to use light commercial hand pick up not to exceed 175 pounds per 96 gallon wheeled cart. However, if at any time the amount of garbage removed from such structure exceeds 175 pounds per 96-gallon wheeled cart or one cubic yard per week, the Public Works Director may thereafter require the use of a commercial dumpster as provided herein.

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

Formatted: Font: Georgia, Font color: Auto

(e) Except with written permission of the City or in City-owned receptacles, no person shall allow or permit a dumpster to be located on any City right-of-way or City-owned or leased property except while the dumpster is actually in the process of being emptied.

Formatted: Font: Georgia, Font color: Auto, Not Expanded by / Condensed by

(f) Properties with dumpsters existing as of the date of passage of this ordinance shall have one year from said date of passage to construct a dumpster surface and screening enclosure that complies with the requirements of this section.

Section 2. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Formatted: Font: (Default) Georgia, 11 pt, Not Bold, No underline

Formatted: Font: (Default) Georgia, 11 pt, Not Bold

Formatted: Font: (Default) Georgia, 11 pt

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Formatted: Font: Georgia, 11 pt, Not Bold, No underline

Formatted: Font: Georgia, 11 pt

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Ordinance No. 4064-23/24 Approve Easement for 2412 Court Street

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: This ordinance to is approve an easement at 2412 Court Street in order for the property owner to keep a brick wall that is currently on their property but will be on City Right of Way, as the City is purchasing a strip of land for the Court Street Rehabilitation Project. The property owner was only willing to sell the strip of land if an easement was granted. There is no cost to the easement, and the existing wall will not interrupt the Court Street project. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: N/A
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: The City will approve an easement at 2412 Court Street

IMPACT IF DENIED: The City will not be able to obtain the property at 2412 Court Street

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4064-23/24 Approve Easement for 2412 Court Street

WHEREAS, the City needs to acquire additional land for right of way for the Court Street Rehabilitation Project; and

WHEREAS, the City has reached an agreement with the owner of 2412 Court Street for the purchase of additional right of way on that property that is conditioned on the grant of an easement by the City allowing the owner to maintain an existing brick wall on that portion of the property to be used as right of way; and

WHEREAS, the placement of the wall will not interrupt or interfere with the use of the right of way by the City for the Court Street Rehabilitation Project; and

WHEREAS, the City Council finds it is in the best interests of the City and the completion of the Court Street Rehabilitation Project to grant the requested easement.

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

Section 1. The findings and recitations set forth above are found to be true and correct and are adopted herein.

Section 2. The grant of an Easement in accordance with the terms of the attached **Exhibit A** is approved. The Mayor is authorized to execute, and the City Clerk is directed to attest, the Easement and to record the same with the office of the Tazewell County Clerk.

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

MAYOR

ATTEST:

CITY CLERK

Owner The City of Pekin
 Address 2412 Court St.
 Pekin, IL 61554
 Route FAP 693(Court Street)
 County Tazewell
 P.I.N. No. 04-10-01-416-019

EASEMENT

The City of Pekin, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois ("Grantor"), of the County of Tazewell and State of Illinois, for and in consideration of One and 00/100 Dollars (\$1.00), in hand paid, and other good and valuable consideration of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois (the "Premises") and hereby grants and conveys to Robert C. Lloyd and Irma Lloyd of Pekin ("Grantee") an easement on, over, and through the Premises, for the use, maintenance, repair, and replacement of a brick wall located thereon and depicted in the legal description hereto, said easement to be for the use and benefit of Lot 14 of Briggs Heights Addition in the City of Pekin, Tazewell County, Illinois

The right, easement and privilege granted herein shall terminate Thirty (30) years from the execution of this document.

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.

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 _____ May _____, 2023.

City of Pekin
Name of Governmental Entity

By: _____
Signature

ATTEST:

Mary Burress, Mayor
Print Name and Title

By: _____
Signature

Sue McMillan, City Clerk
Print Name and Title

State of
) Illinois)
) ss
County of Tazewell)

This instrument was acknowledged before me on _____ May _____, 2023, by
Mary Burress _____, as Mayor _____
and Sue McMillan _____, as City Clerk _____
of City of Pekin _____, a governmental entity
organized and existing under the laws of Illinois.

This instrument was acknowledged before me on _____ 2023
by Mary Burress _____.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording return to:

City of Pekin
ATTN: City Engineer
111 S. Capitol St.
Pekin, IL 61554

PART OF LOT 14 OF BRIGGS HEIGHTS ADDITION BEING RECORDED IN PLAT BOOK K, PAGE 93 IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 14; THENCE SOUTH 59 DEGREES 12 MINUTES 46 SECONDS WEST ALONG THE NORTHWEST LINE OF SAID LOT 14, 1.49 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING; THENCE, ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 730.92 FEET AND AN ARC LENGTH OF 35.34 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 29 DEGREES 30 MINUTES 28 SECONDS EAST, A CHORD LENGTH OF 35.33 FEET; THENCE SOUTH 61 DEGREES 52 MINUTES 38 SECONDS WEST, 3.00 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 727.92 FEET AND AN ARC LENGTH OF 35.20 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 29 DEGREES 30 MINUTES 29 SECONDS WEST, A CHORD LENGTH OF 35.19 FEET TO THE NORTHWEST LINE OF SAID LOT 14; THENCE NORTH 59 DEGREES 12 MINUTES 46 SECONDS EAST ALONG SAID NORTHWEST LINE, 3.00 FEET TO THE POINT OF BEGINNING.

THE SAID TRACT OF LAND CONTAINS 106 SQUARE FEET, MORE OR LESS, OR 0.005 ACRES, MORE OR LESS.



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: This resolution is to approve the purchase of property at 2102-2108 Court Street at Casey's. The City needs a strip of land along Court Street in order to construct wider sidewalks along this corridor. The City obtained an appraisal, as shown in Exhibit B, stating that the value of this land is \$11,300.00. The City offered \$11,300.00 for the land, and Casey's accepted. This land purchase is coming before council because it exceeds the spending authority of the City Engineer for land purchases on this project. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$11,300.00
 Line Item: 445-041-580200
 Budgeted Amount: \$800,000.00
 Remaining Funds: \$800,000.00

IMPACT IF APPROVED: The property will be purchased.

IMPACT IF DENIED: The property will not be purchased.

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City desires to purchase a portion of the property at 2102-2108 Court Street, more particularly described in Exhibit A attached hereto, to use as additional right-of-way for the Court Street Rehabilitation project (the "Property"); and

WHEREAS, the City has negotiated the purchase of such Property under the terms and conditions set forth in Exhibit A.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The purchase of the Property for the purchase price of \$11,300.00 and under such further terms and conditions set forth in Exhibit A is approved, subject to confirmation by the City Attorney that such purchase shall result in clear and marketable title to the Property. Such confirmation shall be in the form of a title commitment and issuance of an owner's title insurance policy by a reputable title company, or such other confirmation as the City Attorney deems sufficient and appropriate.

Section 3. Upon confirmation that the owner of the Property can grant clear and marketable title thereto to the City, the Finance Director is directed to release funds necessary to pay the agreed purchase price for the Property, as set forth in Exhibit A, and the Mayor and the City Clerk are authorized to execute and attest to any documents necessary to effectuate the transfer of title of the Property to the City.

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

MAYOR

ATTEST:

CITY CLERK

Valuation Finding Appraisal

Route	FAP 693	Project	Court Street	☒ Original
Section	20-00196-01-RS	Job No.	C-94-025-21	☐ Supplemental No. _____
County	Tazewell	Parcel	75	Unit _____

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: Casey's Retail Company, P.O. Box 54288, Lexington, Kentucky 40555
2. Interview Record: Sent letter – No reply (as of report date)
3. Tenant's Name, Address and Telephone: _____
4. Identification of Property: 2102-2108 Court Street, Pekin, Illinois 61554 (Parcel ID# 04-10-01-408-001 and 04-10-01 408-004)
5. Inspection Date: March 9, 2023
6. By: Randall L. Neff
7. Zoning: B-1 Local Business District
8. Highest and Best Use: Commercial Development
9. Area of Whole: 36,863 sf (ac./s.f.) Existing ROW (Dedication): _____ (ac./s.f.)
 Total ROW: 464 sf (ac./s.f.) Permanent Easement: _____ (ac./s.f.)
 Net New ROW: 464 sf (ac./s.f.) Temporary Easement: 2,701 sf (ac./s.f.)
 Area of Remainder: 36,399 sf (ac./s.f.)
10. Sales Considered: See attached
11. Fair Market Value of the Whole Property: (land and land improvements only) \$332,000
12. Fair Market Value of Property Acquired (including improvements) as Part of the Whole: \$4,000
13. List Improvements and Type of Land in Taking: Concrete paving, rock
14. Fair Market Value of the Remainder as Part of the Whole Before Taking: \$328,000
15. Fair Market Value of the Remainder After the Taking as will be affected by contemplated improvements: \$328,000
16. Damages to the Remainder (including any cost to cure): \$0
17. List Items of Damage: _____
18. Compensation for P.E. (include remarks): _____ \$N/A
19. Compensation for T.E. (include remarks): _____ \$7,300
20. **Total Compensation** \$11,300



Randall L. Neff, MAI, SRA

April 3, 2023
Date

 Certified General
553.001153

Lic. Type & No.

09/30/2023
Exp. Date

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street)

21. TYPE OF REPORT

9.15.a

The Restricted Appraisal Report includes a statement of the descriptive information and the appraiser's opinions and conclusions set forth in 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

Hanson Professional Services, is an agent of the client, City of Pekin. The only intended users are the client, City of Pekin.

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 and three temporary easement tracts as the basis for an offer for the rights to be acquired only. The acquired property will be used for Court Street road improvements 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).

25. EFFECTIVE DATE OF VALUATION/DATE OF REPORT

The effective date of the valuation is March 9, 2023 and the date of the report is April 3, 2023.

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 purpose of the valuation is to assist the client in acquiring a portion of the subject property and three temporary easement tracts as the basis for an offer for the rights to be acquired. The only intended user is the client as stated above. A copy of the appraisal is given to the property owner; however, this is based upon IDOT's policy and the owner is not an intended user. In order to complete my assignment, I have viewed the subject property and the proposed acquisition area. I have researched land sales in the general area and the property interest appraised is fee simple estate. I have considered the location of the property, size and current use. I have reviewed any zoning classification of the property by the City of Pekin. I have reviewed the most recent title work provided by the client and any known or observed encumbrances are listed as follows: typical utility easements. The title report is retained in the workfile. The subject property has been identified by the attached parcel plat and identified as shown on page 1.

The subject property is improved with a gas station and convenience store occupied by Casey's General Store. The proposed acquisition is located along the Court Street and Sunset Drive frontage of the property and does not impact the building improvements. For purposes of this assignment, the valuation of the property includes the land only. Reference land only valuations is found in the Illinois Department of Transportation Land Acquisition Policies and Procedure Manual (page 3-23).

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 March 9, 2023. The property owner or designated representative was not present at the time of inspection. If the owner or designated representative was not present an explanation is required in the certification. The 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, public records, buyers and sellers, and other appropriate sources. In this assignment, the following approach (es) to value was utilized Sales Comparison Approach. If more than one approach to value was utilized, then a sufficient analysis and

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street)

reconciliation of approaches to value used is needed to support the appraiser's opinion of value. The cost approach and income capitalization approach are not applied in the valuation because the subject property, for this assignment, is land.

9.15.a

In order to estimate the compensation to the owner for the proposed acquisition, I have researched sales in the general market area. I have attached comparable sales to this appraisal. Consideration has been given to the location of the proposed acquisition and the contributory value of any improvements in the proposed acquisition area. A description of the remainder has been included on the following page; damages to the remainder including cost to cure, if any, have been included in this valuation. Support for any cost to cure damages is retained in the work file.

The valuation is premised on an extraordinary assumption and hypothetical condition as defined by Uniform Standards of Professional Appraisal Practice. The value of the remainder is premised on the condition that the part taken and remainder are as proposed. The value is also premised on the assumption that the project is completed as proposed. Please be advised that use of the extraordinary assumption and hypothetical condition might have an impact on the assignment results.

27. FARMLAND PRESERVATION ACT

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

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

29. PERSONAL PROPERTY

Any personal property within the proposed acquisition is not valued in this appraisal but is listed as follows: None

30. HIGHEST AND BEST USE

The present use of the subject is a gas station and convenience store. The valuation assignment is not complicated and 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 land is commercial development. The improvements contribute value to the property and the highest and best use of the property is as improved.

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 appraisal. To my knowledge, the property is not currently under contract or listed for sale.

32. DESCRIPTION OF SUBJECT PROPERTY BEFORE ACQUISITION

The subject property is located on the southeast corner of Court Street and Sunset Drive. The land area of the site is estimated to be 36,863 square feet, according to public records. The property has frontage on Court Street and Sunset Drive. Access to the property is from Court Street or Sunset Drive. The intersection of Court Street, Sunset Drive and Parkway Drive is signalized. The topography of the property is sloping. The property is located in Zone X (area of minimum hazard) as indicated by FEMA map panel 17179C 0200E, dated February 17, 2017.

All public utilities are available to the property, including water, sewer, natural gas and electricity. The average daily traffic along Court Street is 21,900. Court Street is a four lane street with center turn lane, curb and sidewalk. A center median located on Court Street in front of the subject property. The zoning classification of the property is B-1 Local Business District. The parcel identification numbers of the property are 04-10-01-408-001 and 04-10-01-408-004.

The sales comparison approach is applied in the valuation of the whole property. Descriptions of the comparable sales are included in the report. All three comparable sales are located in Tazewell County. Comparable sale #1 is located in East Peoria and comparable sales #2 and #3 are located in Pekin. Comparable sales #1 and #2 sold for \$8.74 and \$7.07 per square foot, respectively. Comparable sale #3 sold for \$8.54 per square foot. The comparable sales are analyzed for the

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street)

overall comparability to the subject in the development of the opinion of value. Based on the analysis of the sales my opinion the value of the whole (land and land improvements only) is \$332,000.

9.15.a

33. DESCRIPTION OF PART TO BE ACQUIRED

The proposed right of way includes two tracts. Tract A is located at the northwest corner of the property along Sunset Drive and Court Street. The point of beginning of Tract A is located at Station 173+81.65 along the Court Street existing right of way. Tract A is an irregular shaped tract of land that encompasses the northwest corner of the property. The land area in Tract A consists of rock.

Tract B is located along the Court Street frontage of the property in the northeast corner of the property. The point of beginning of Tract B is located at Station 176+21.27 in the northeast corner of the property. The depth of Tract B along the east property line is 1 foot. The proposed right of way line tapers to the existing right of way line approximately 80 feet from the east property line. The land area in Tract B consists of rock and paving. It is my opinion the value of the part taken, including contributory value of any improvements, is \$4,000.

34. DESCRIPTION OF SUBJECT PROPERTY (REMAINDER) AFTER ACQUISITION

The remainder property is similar to the whole, except for a reduction in size of 464 square feet. The land size of the remainder is 36,399 square feet, representing a reduction in size of less than 1.5 percent. The shape of the remainder is similar to the whole. The highest and best use of the remainder is the same as the whole. Access to the remainder is the same as the whole.

35. DESCRIPTION OF THE PERMANENT EASEMENT

A permanent easement is not proposed for the property.

36. DESCRIPTION OF THE TEMPORARY EASEMENT

Three temporary easement tracts are proposed for the property. The temporary easement tracts are identified as Tract A, Tract B, and Tract C. Tract A is located along the right of way of Court Street. The point of beginning of Tract A is located at Station 176+00.60. The land area of Tract A is 1,744 square feet. The land area in Temporary Easement Tract A consists of concrete.

Temporary Easement Tract B is located along Sunset Drive, to the immediate south of proposed right of way Tract A. The point of beginning of Temporary Easement Tract B is located at Station 173+50.72. The land area of Tract B is 726 square feet and consists of paving.

Temporary Easement Tract C is located along Sunset Drive in the southwest corner of the property. The point of beginning of Tract C is located at Station 174+17.36. The land area of Tract C is 231 square feet. Tract C consists of rock.

The total land area of the three temporary easement tracts is 2,701 square feet. The term of the temporary easements is four years. The purpose of the temporary easement tracts is for grading, shaping and entrance and sidewalk construction. Paving improvements located within the easement areas will be replaced in kind. Damages to the remainder property outside the easement area, if any, as a result of the temporary easement are described as follows: None

In estimating compensation for the temporary easement, the value of the land area before and after the imposition of the easement is analyzed. In addition, the value of the land area outside of the easement before and after the imposition of the easements is analyzed. It is my opinion compensation for the temporary easement is \$7,300.

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court 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:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	Northeast

Description: Front View of Building



Date of Photograph:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	Southwest

Description: Rear of Building

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street)

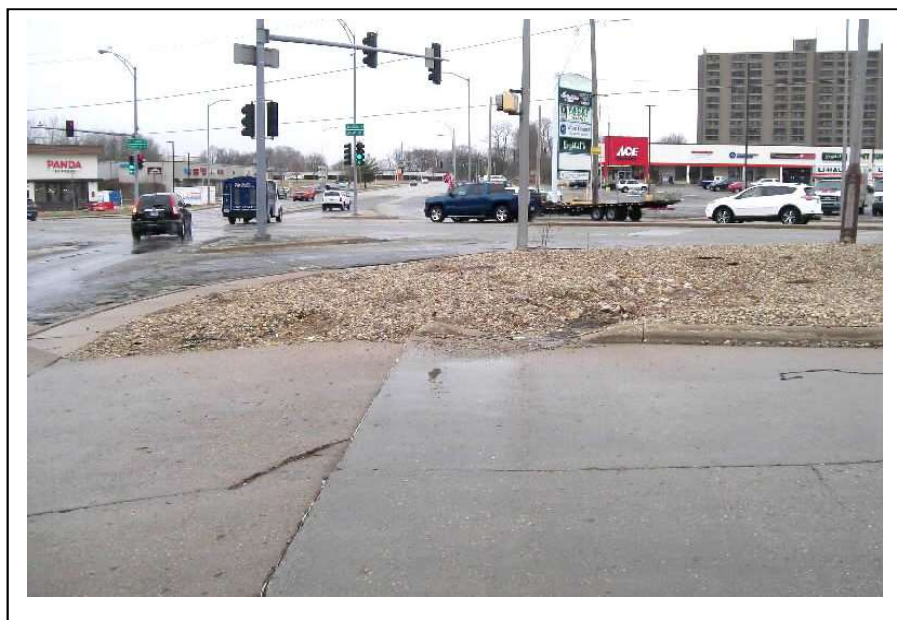
Subject Property

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:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	Southeast

Description: Gas Pump Islands



Date of Photograph:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	North

Description: Proposed Right of Way Tract A

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street)

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusu 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:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	Northeast

Description: Proposed Right of Way Tract A



Date of Photograph:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	Southeast

Description: Proposed Right of Way Tract B and Temporary Easement Tract A

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:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	Southeast

Description: Proposed Right of Way Tract B and Temporary Easement Tract A



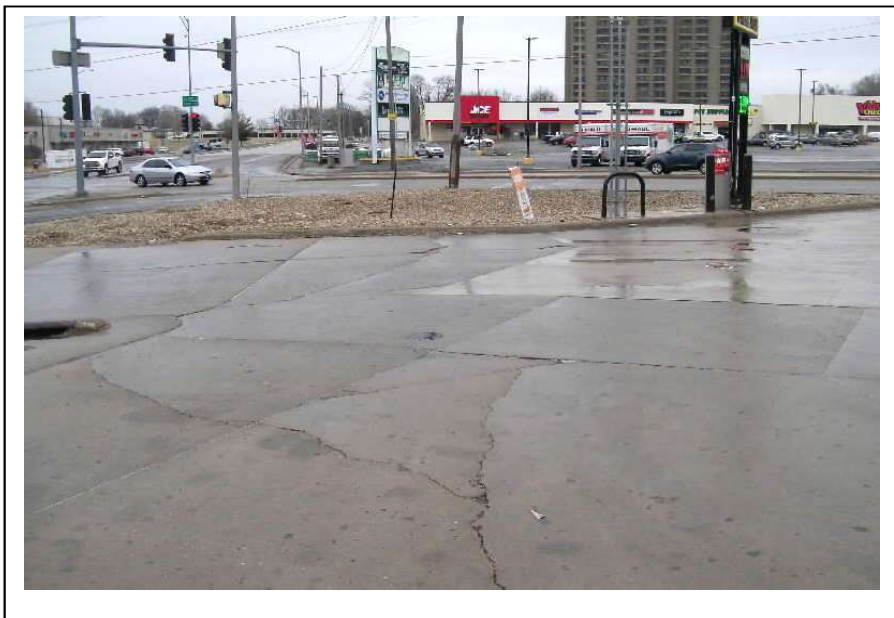
Date of Photograph:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	Northwest

Description: Proposed Right of Way Tract B and Temporary Easement Tract A

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court 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:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	North

Description: Temporary Easement Tract B



Date of Photograph:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	Southeast

Description: Temporary Easement Tract C

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court 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:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	North

Description: Sunset Drive

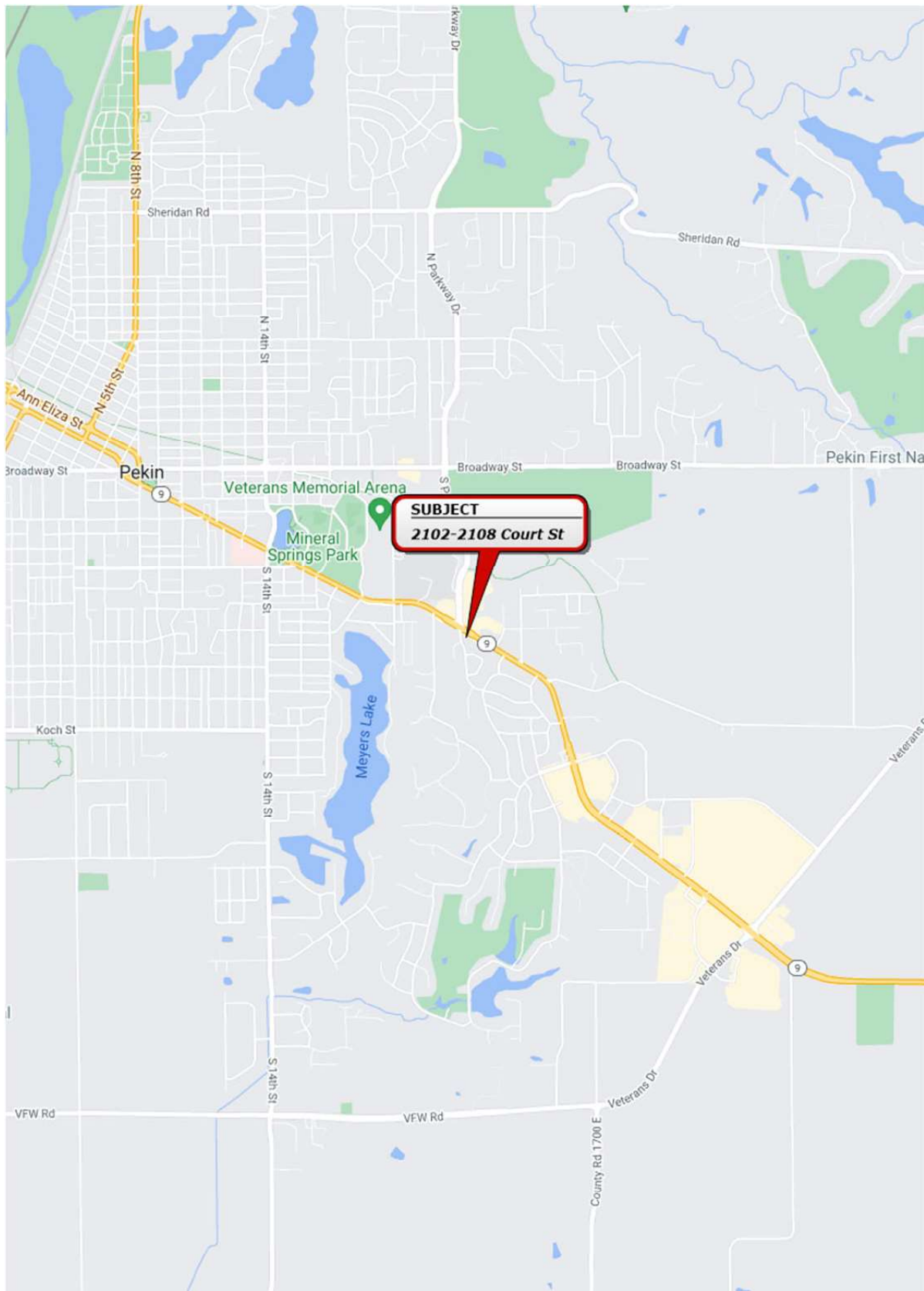


Date of Photograph:	March 9, 2023
Photograph By:	Randall Neff
Camera Facing:	Northwest

Description: Court Street, Parkway and Sunset Intersection

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street)







Comparable Sale No.:	1
Seller:	Richard and Teri Cook
Purchaser:	Peoria Ice Cream Company
Sale Date:	August, 2022
County:	Tazewell
Deed Type:	Warranty Deed
Document Number:	2022-00012730
Verified Sale Price:	\$290,000
Unit Price (if applicable):	\$8.74 per SF of Land Area
Zoning:	B-2 Business District
Highest and Best Use:	Commercial 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: Richard Cook/Seller
Name of appraiser(s) who verified this sale (date sale was verified): Randall Neff (October, 2022)
Name of appraiser(s) who inspected this sale (date of inspection): Randall Neff (October, 2022)
Secondary data sources used to verify this sale: Public Records, Newspaper
Additional comments on verification process (if applicable): N/A

Address: 101-103-105 Keayes Avenue
PIN(s): 01-01-33-406-004, 005, 006, 007, and 011
Location Description: East Peoria, Illinois 61611
Legal Description: Joseph Schertz Addition Lot 8, 9, 10, 11 and Sublot A, B and C

Description of the Land
Area (Acres): 0.76 Area (SF): 33,174

Describe relevant site details below:
Irregular shaped lot located at the intersection of Keayes, Washington, Schertz and Bower.

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.: 2			
Seller:	Busey Bank		
Purchaser:	Beck Oil Company of Illinois		
Sale Date:	November, 2018		
County:	Tazewell		
Deed Type:	Warranty Deed	Document Number:	2018-00015499
Verified Sale Price:	\$260,000		
Unit Price (if applicable):	\$7.07 per SF of Land Area		
Zoning:	B-3 General Business		
Highest and Best Use:	Commercial 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: Seller/buyer representative unsuccessful
 Name of appraiser(s) who verified this sale (date sale was verified): Randall Neff (November, 2022)
 Name of appraiser(s) who inspected this sale (date of inspection): Randall Neff (November, 2022)
 Secondary data sources used to verify this sale: Public Records, Newspaper
 Additional comments on verification process (if applicable): Verification with seller/buyer was unsuccessful

Address: 2900 Court Street
 PIN(s): 10-10-12-216-009
 Location Description: Pekin, Illinois 61554
 Legal Description: Sunset Hills Extension 10 Lot B of Lot 1

Description of the Land
 Area (Acres): 0.84 Area (SF): 36,784

Describe relevant site details below:
 Rectangular site located on the southwest corner 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:
 Branch bank building

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 site was improved with a branch bank on the sale date. The building was demolished and the site was redeveloped with a car wash.



Comparable Sale No.: 3		
Seller: East Court Village, LLC		
Purchaser: La Fiesta of Pekin, Inc.		
Sale Date: March, 2021		
County: Tazewell		
Deed Type:	Warranty Deed	Document Number: 2021-00005099
Verified Sale Price: \$450,000		
Unit Price (if applicable): \$8.54 per SF of Land Area		
Zoning: B-3 General Business District		
Highest and Best Use: Commercial 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: Ken Diana of Cullinan Properties
 Name of appraiser(s) who verified this sale (date sale was verified): Randall Neff (December, 2022)
 Name of appraiser(s) who inspected this sale (date of inspection): Randall Neff (December, 2022)
 Secondary data sources used to verify this sale: Public Records, Transfer Declaration
 Additional comments on verification process (if applicable): None

Address: 100 Commercial Street
 PIN(s): 11-11-07-310-001
 Location Description: Pekin, Illinois 61554
 Legal Description: East Court Village Sub Lot 6

Description of the Land
 Area (Acres): 1.21 Area (SF): 52,708

Describe relevant site details below:
 An irregular shaped tract of land located at the intersection of Veterans Drive and Commercial Street. 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)

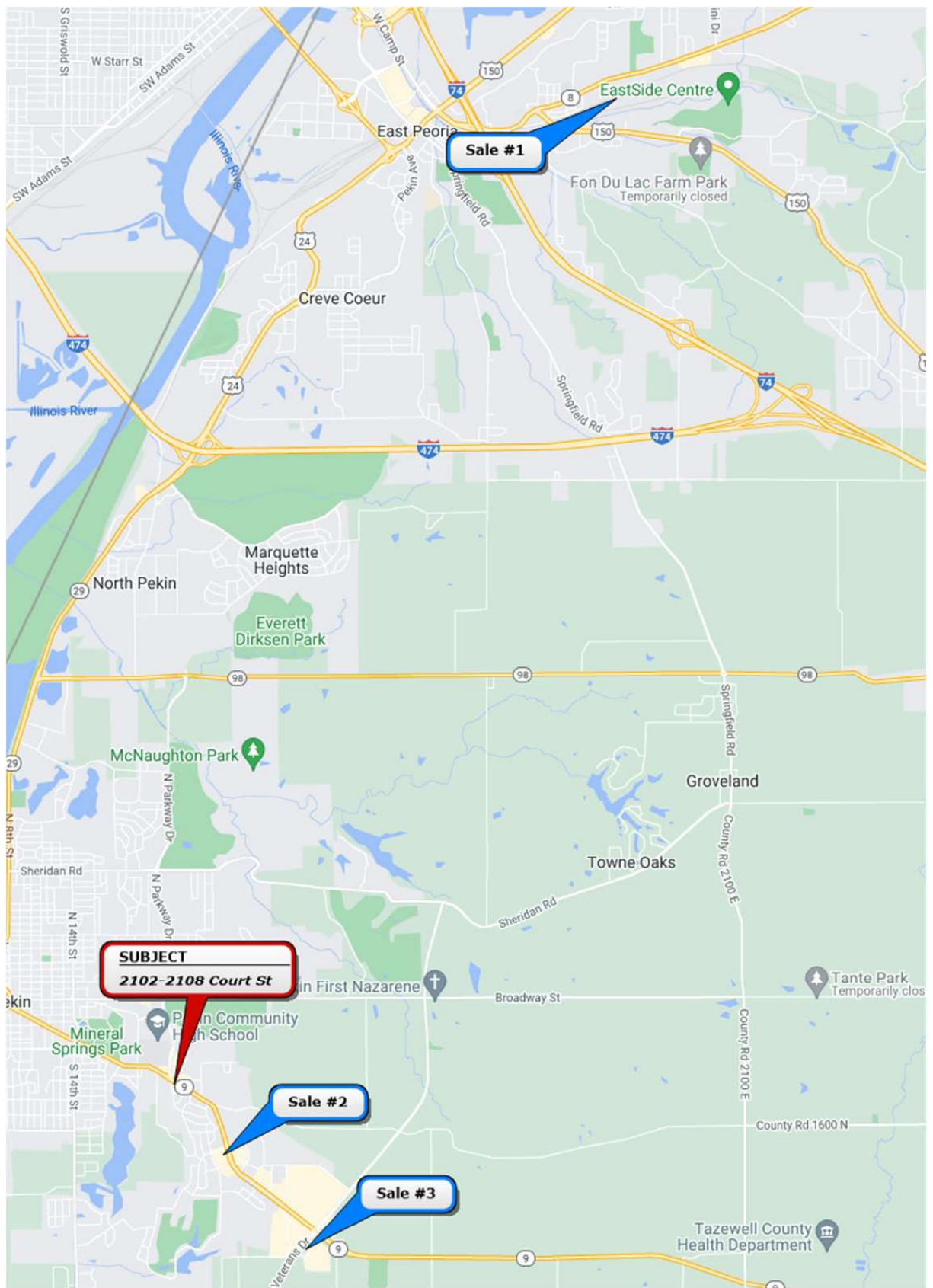
Describe relevant building improvement details below:
 None

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 development of a restaurant.



Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street)

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 the following services regarding the subject property within the three-year period preceding acceptance of this assignment: appraisal
- 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. A letter was sent offering an on-site appointment to view the property. A reply to the letter was not received.
- 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 2 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 \$11,300 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 addendum to this certificate and, by reference, are made a part hereof.



Appraiser Name: Randall L. Neff, MAI, SRA
License Type: Certified General Real Estate Appraiser

Appraiser Signature
IL License # 553.001153 Expires: 09/30/2023

Attachment: Exhibit B - Casey's Appraisal Report (3499 : Ordinance No. 4065-23/24 Approve Purchase of Property at 2102-2108 Court Street)

In addition to the certifications previously presented, I further certify that:

The reported analyses, opinions, and conclusions of this report have been prepared in conformity with the requirements of the Code of Professional Ethics, and the Standards of Professional 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 representatives. As of the date of appraisal, Randall L. Neff, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute.

Packet Pg. 977

CASEYS RETAIL COMPANY
 C-94-025-21
 P075
 04-10-01-408-001 AND 04-10-01-408-004
 WARRANTY DEED

PART OF LOTS 51, 52 AND 55 OF BRIGGS HEIGHTS ADDITION BEING RECORDED IN PLAT BOOK K, PAGE 93 IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 55; THENCE NORTH 58 DEGREES 54 MINUTES 14 SECONDS WEST, ALONG THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF COURT STREET, 39.53 FEET TO THE POINT OF BEGINNING OF TRACT "A";

FROM THE POINT OF BEGINNING, THENCE NORTH 79 DEGREES 28 MINUTES 57 SECONDS WEST, 18.06 FEET TO A SET IRON PIN WITH CAP; THENCE SOUTH 76 DEGREES 50 MINUTES 07 SECONDS WEST, 16.30 FEET TO A SET IRON PIN WITH CAP; THENCE SOUTH 39 DEGREES 40 MINUTES 48 SECONDS WEST, 16.13 FEET TO A SET IRON PIN WITH CAP ON THE EAST RIGHT OF WAY LINE OF SUNSET DRIVE; THENCE NORTH 00 DEGREES 53 MINUTES 38 SECONDS WEST, 20.83 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COURT STREET; THE NEXT TWO COURSES BEING ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 26.00 FEET AND AN ARC LENGTH OF 30.58 FEET BEING SUBTENDED BY A CHORD BEARING NORTH 87 DEGREES 24 MINUTES 00 SECONDS EAST, A CHORD LENGTH OF 28.85 FEET; THENCE SOUTH 58 DEGREES 54 MINUTES 14 SECONDS EAST, 18.02 FEET TO A SET IRON PIN WITH CAP AND THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 51; THENCE SOUTH 31 DEGREES 41 MINUTES 27 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 51, 1.00 FOOT TO A SET IRON PIN WITH CAP; THENCE NORTH 58 DEGREES 11 MINUTES 14 SECONDS WEST, 79.99 FEET TO A SET IRON PIN WITH CAP ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COURT STREET; THENCE SOUTH 58 DEGREES 54 MINUTES 14 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 80.00 FEET TO THE POINT OF BEGINNING.

SAID TRACTS OF LAND CONTAIN 464 SQUARE FEET, MORE OR LESS, OR 0.011 ACRES, MORE OR LESS.



CASEYS RETAIL COMPANY
 C-94-025-21
 TE075
 04-10-01-408-001 AND 04-10-01-408-004
 TEMPORARY EASEMENT

PART OF LOTS 51, 52, 53, 54 AND 55 OF BRIGGS HEIGHTS ADDITION BEING RECORDED IN PLAT BOOK "K", PAGE 93 IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS:

TEMPORARY EASEMENT "A":

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 51; THENCE SOUTH 31 DEGREES 41 MINUTES 27 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT 51, 1.00 FOOT; THENCE NORTH 58 DEGREES 11 MINUTES 14 SECONDS WEST, ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF COURT STREET, 20.67 FEET TO THE POINT OF BEGINNING OF TEMPORARY EASEMENT "A";

FROM THE POINT OF BEGINNING, THENCE SOUTH 36 DEGREES 01 MINUTES 53 SECONDS WEST, 17.60 FEET; THENCE NORTH 53 DEGREES 25 MINUTES 46 SECONDS WEST, 67.18 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 34 SECONDS EAST, 6.97 FEET; THENCE NORTH 56 DEGREES 07 MINUTES 25 SECONDS WEST, 71.62 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 34 SECONDS WEST, 8.33 FEET; THENCE NORTH 58 DEGREES 49 MINUTES 26 SECONDS WEST, 53.30 FEET; THENCE NORTH 31 DEGREES 05 MINUTES 46 SECONDS EAST, 9.68 FEET TO A POINT TO BE NAMED "A1", SAID POINT ALSO BEING ON THE EXISTING SOUTH RIGHT OF WAY LINE OF COURT STREET; THENCE SOUTH 58 DEGREES 54 MINUTES 14 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 133.91 FEET; THENCE SOUTH 58 DEGREES 11 MINUTES 14 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, 59.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1744 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT "B":

COMMENCING AT SAID POINT "A1"; THENCE NORTH 58 DEGREES 54 MINUTES 14 SECONDS WEST, 25.72 FEET; THENCE NORTH 79 DEGREES 28 MINUTES 57 SECONDS WEST, 18.06 FEET; THENCE SOUTH 76 DEGREES 50 MINUTES 07 SECONDS WEST, 16.30 FEET; THENCE SOUTH 39 DEGREES 40 MINUTES 48 SECONDS WEST, 16.13 FEET TO THE POINT OF BEGINNING OF TEMPORARY EASEMENT "B":

FROM THE POINT OF BEGINNING, THENCE SOUTH 70 DEGREES 26 MINUTES 06 SECONDS EAST, 15.82 FEET; THENCE SOUTH 03 DEGREES 48 MINUTES 29 SECONDS EAST, 42.66 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 31 SECONDS WEST, 17.01 FEET TO A POINT TO BE NAMED "B1"; THENCE NORTH 00 DEGREES 53 MINUTES 38

SECONDS WEST, 49.00 FEET TO THE POINT OF BEGINNING, CONTAINING 726 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT "C":

COMMENCING AT SAID POINT "B1"; THENCE SOUTH 00 DEGREES 53 MINUTES 38 SECONDS EAST, 76.51 FEET TO THE POINT OF BEGINNING OF TEMPORARY EASEMENT "C":

FROM THE POINT OF BEGINNING, THENCE SOUTH 56 DEGREES 01 MINUTES 09 SECONDS EAST, 25.40 FEET; THENCE SOUTH 16 DEGREES 54 MINUTES 14 SECONDS EAST, 5.19 FEET; THENCE SOUTH 31 DEGREES 05 MINUTES 46 SECONDS WEST, 5.13 FEET; THENCE NORTH 58 DEGREES 54 MINUTES 14 SECONDS WEST, 23.05 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 38 SECONDS WEST, 11.70 FEET TO THE POINT OF BEGINNING, CONTAINING 231 SQUARE FEET, MORE OR LESS.

Owner CASEY'S RETAIL
 COMPANY
 Address 2102 Court St.
 Pekin, IL 61554
 Route FAP 693(Court Street)
 County Tazewell
 Job No. C-94-025-21
 Parcel No. 075
 P.I.N. No. 04-10-01-408-001 & 004
 Section 20-00196-00-RS
 Project No. EMYF(921)
 Contract No. 89804
 Catalog No. 036138-00

QUITCLAIM DEED
(Corporation) (Non-Freeway)

CASEY'S RETAIL COMPANY, duly organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Four Thousand and 00/100 Dollars (\$4,000.00), receipt of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, conveys and quitclaims to the City of Pekin, (Grantee), all existing legal and equitable rights of the Grantor, including, without limitation, any after-acquired title, in and to the following described real estate situated in the County of Tazewell in the State of Illinois, to-wit:

See attached legal description.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for roadway 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.

Dated this _____ day of _____, 2023.

Casey's Retail Company
Corporation Name

By: _____
Signature

ATTEST:

Stephen P. Bramlage, president
Print Name and Title

By: _____
Signature

Scott Faber, Secretary
Print Name and Title

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 2023, by
Stephen P. Bramlage _____, as president
and Scott Faber _____, as secretary
of Casey's Retail Company _____.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future tax bills to:

City of Pekin
ATTN: City Engineer
111 S. Capitol St.
Pekin, IL 61554

EXHIBIT A

PART OF LOTS 51, 52 AND 55 OF BRIGGS HEIGHTS ADDITION BEING RECORDED IN PLAT BOOK K, PAGE 93 IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 55; THENCE NORTH 58 DEGREES 54 MINUTES 14 SECONDS WEST, ALONG THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF COURT STREET, 39.53 FEET TO THE POINT OF BEGINNING OF TRACT "A";

FROM THE POINT OF BEGINNING, THENCE NORTH 79 DEGREES 28 MINUTES 57 SECONDS WEST, 18.06 FEET TO A SET IRON PIN WITH CAP; THENCE SOUTH 76 DEGREES 50 MINUTES 07 SECONDS WEST, 16.30 FEET TO A SET IRON PIN WITH CAP; THENCE SOUTH 39 DEGREES 40 MINUTES 48 SECONDS WEST, 16.13 FEET TO A SET IRON PIN WITH CAP ON THE EAST RIGHT OF WAY LINE OF SUNSET DRIVE; THENCE NORTH 00 DEGREES 53 MINUTES 38 SECONDS WEST, 20.83 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COURT STREET; THE NEXT TWO COURSES BEING ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 26.00 FEET AND AN ARC LENGTH OF 30.58 FEET BEING SUBTENDED BY A CHORD BEARING NORTH 87 DEGREES 24 MINUTES 00 SECONDS EAST, A CHORD LENGTH OF 28.85 FEET; THENCE SOUTH 58 DEGREES 54 MINUTES 14 SECONDS EAST, 18.02 FEET TO A SET IRON PIN WITH CAP AND THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 51; THENCE SOUTH 31 DEGREES 41 MINUTES 27 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 51, 1.00 FOOT TO A SET IRON PIN WITH CAP; THENCE NORTH 58 DEGREES 11 MINUTES 14 SECONDS WEST, 79.99 FEET TO A SET IRON PIN WITH CAP ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COURT STREET; THENCE SOUTH 58 DEGREES 54 MINUTES 14 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 80.00 FEET TO THE POINT OF BEGINNING.

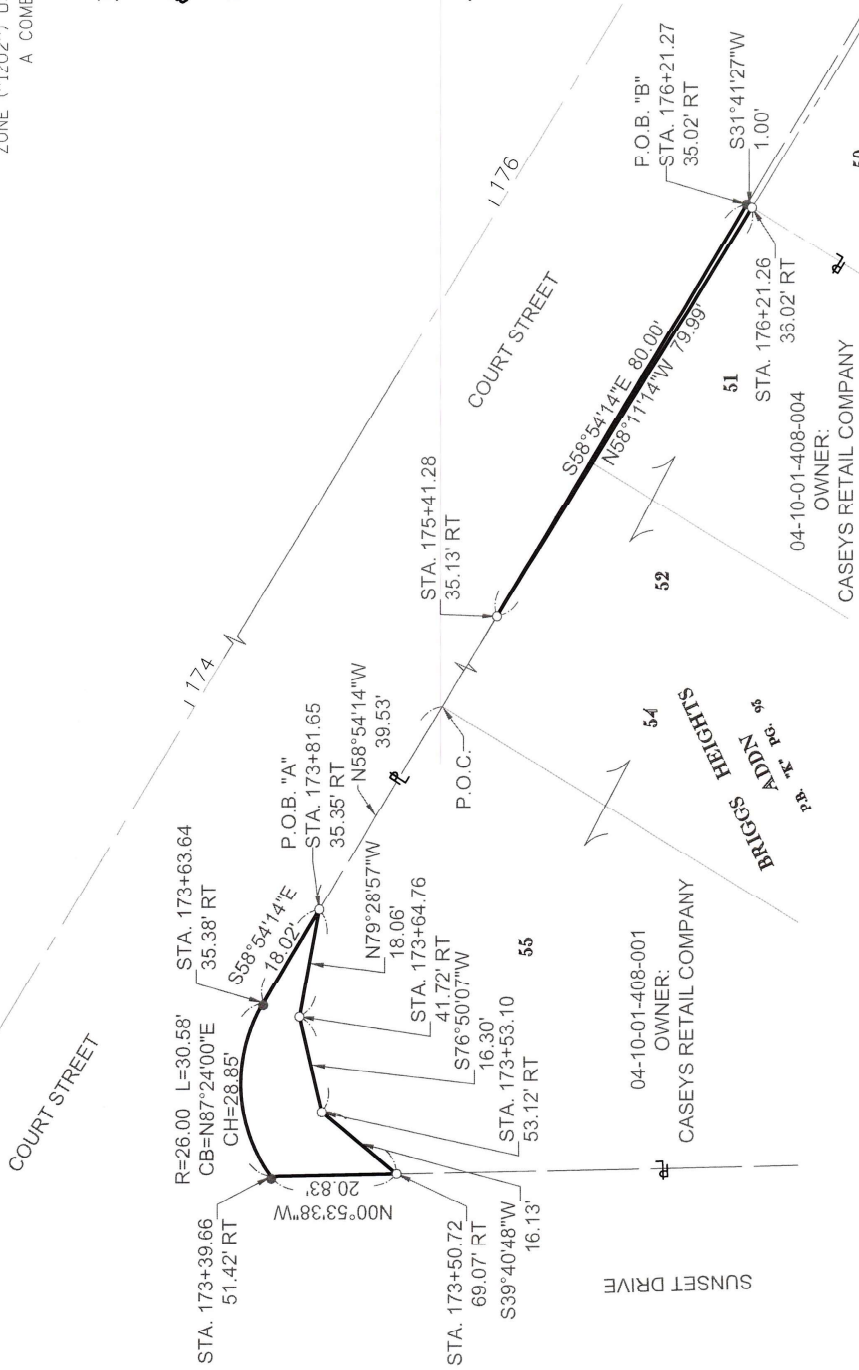
SAID TRACTS OF LAND CONTAIN 464 SQUARE FEET, MORE OR LESS, OR 0.011 ACRES, MORE OR LESS.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

BEARINGS SHOWN HEREON ARE BASED ON ILSPCNAD 83) IL WEST
ZONE ("1202") USING GEOID G12B, NAVD 88 AND WITH
A COMBINED FACTOR OF 0.999968.

LEGEND:

- P.O.C. POINT OF COMMENCE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SET 1/2' ROD W/CAP
- FND IRON ROD/Pipe
- ⊠ FND ROW MARKER
- PROPERTY LINE
- T.C.R.O. TAZEWELL COUNTY
RECORDER'S OFFICE
- EXISTING
- RIGHT OF WAY LINE
- PROPOSED
- RIGHT OF WAY LINE
- ROW BOUNDARY LINE



P075

OWNER INFO
CASEYS RETAIL COMPANY

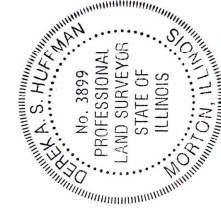
AREA = 464 SQ. FT., OR 0.011 ACRES±

A PART OF LOTS 51, 52, AND 55
OF BRIGGS HEIGHTS ADDITION IN
SECTION 1, TOWNSHIP 24 NORTH,
RANGE 5 WEST OF THE 3RD P.M.,
TAZEWELL COUNTY

RIGHT OF WAY PLAT

FAP 693
SHEET 1 OF 1
SCALE: 1" = 20'
MARCH 2022

SECTION: 20-00196-01-RS
JOB NO.: C-94-025-21



THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT
PLAT OF SURVEY MADE UNDER MY DIRECTION FOR THE CITY
OF PEKIN, ILLINOIS. THIS PROFESSIONAL SERVICE
CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS
FOR A BOUNDARY SURVEY.

Derek A. S. Huffman 10-3-2022

DEREK A. S. HUFFMAN - ILLINOIS PROFESSIONAL
LAND SURVEYOR NO. 035,003899
MY LICENSE EXPIRES 11/30/2022

FIELD WORK COMPLETION: MARCH 2021

REVISED:

Signed

Recorded

BOOK

DOCUMENT NO.

PAGE

P075

CATALOG NO.: 036138-00
CONTRACT NO.: 89804

DATE	BY	COMPUTED	CHECKED	INKED	INK CHECKED

CADD DRAWING:
PROJECT: EMYF(921)
FILE:

Owner CASEY'S RETAIL
 COMPANY
 Address 2102 Court St.
 Pekin, IL 61554
 Route FAP 693 (Court Street)
 County Tazewell
 Job No. C-94-025-21
 Parcel No. 075TE
 P.I.N. No. 04-10-01-408-001 & 004
 Section 20-00196-00-RS
 Project No. EMFY(921)
 Contract No. 89804
 Catalog No. 036138-00

TEMPORARY CONSTRUCTION EASEMENT
(Corporation)

CASEY'S RETAIL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Iowa and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Seven Thousand Three Hundred and 00/100 Dollars (\$7,300.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Pekin (Grantee), a temporary construction easement for the purpose of entrance reconstruction, grading, shaping, working room 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 four 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 Grantors 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 the opening, improving and using the premises for roadway 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 Grantors.

Dated this _____ day of _____, 2023.

Casey's Retail Company
Corporation Name

By: _____
Signature

ATTEST:

Stephen P. Bramlage, president
Print Name and Title

By: _____
Signature

Scott Faber, secretary
Print Name and Title

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 2023, by
Stephen P. Bramlage _____, as president
and Scott Faber _____, as secretary
of Casey's Retail Company _____.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording return to:

City of Pekin
ATTN: City Engineer
111 S. Capitol St.
Pekin, IL 61554

PART OF LOTS 51, 52, 53, 54 AND 55 OF BRIGGS HEIGHTS ADDITION BEING RECORDED IN PLAT BOOK "K", PAGE 93 IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS:

TEMPORARY EASEMENT "A":

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 51; THENCE SOUTH 31 DEGREES 41 MINUTES 27 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT 51, 1.00 FOOT; THENCE NORTH 58 DEGREES 11 MINUTES 14 SECONDS WEST, ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF COURT STREET, 20.67 FEET TO THE POINT OF BEGINNING OF TEMPORARY EASEMENT "A";

FROM THE POINT OF BEGINNING, THENCE SOUTH 36 DEGREES 01 MINUTES 53 SECONDS WEST, 17.60 FEET; THENCE NORTH 53 DEGREES 25 MINUTES 46 SECONDS WEST, 67.18 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 34 SECONDS EAST, 6.97 FEET; THENCE NORTH 56 DEGREES 07 MINUTES 25 SECONDS WEST, 71.62 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 34 SECONDS WEST, 8.33 FEET; THENCE NORTH 58 DEGREES 49 MINUTES 26 SECONDS WEST, 53.30 FEET; THENCE NORTH 31 DEGREES 05 MINUTES 46 SECONDS EAST, 9.68 FEET TO A POINT TO BE NAMED "A1", SAID POINT ALSO BEING ON THE EXISTING SOUTH RIGHT OF WAY LINE OF COURT STREET; THENCE SOUTH 58 DEGREES 54 MINUTES 14 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 133.91 FEET; THENCE SOUTH 58 DEGREES 11 MINUTES 14 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, 59.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1744 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT "B":

COMMENCING AT SAID POINT "A1"; THENCE NORTH 58 DEGREES 54 MINUTES 14 SECONDS WEST, 25.72 FEET; THENCE NORTH 79 DEGREES 28 MINUTES 57 SECONDS WEST, 18.06 FEET; THENCE SOUTH 76 DEGREES 50 MINUTES 07 SECONDS WEST, 16.30 FEET; THENCE SOUTH 39 DEGREES 40 MINUTES 48 SECONDS WEST, 16.13 FEET TO THE POINT OF BEGINNING OF TEMPORARY EASEMENT "B":

FROM THE POINT OF BEGINNING, THENCE SOUTH 70 DEGREES 26 MINUTES 06 SECONDS EAST, 15.82 FEET; THENCE SOUTH 03 DEGREES 48 MINUTES 29 SECONDS EAST, 42.66 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 31 SECONDS WEST, 17.01 FEET TO A POINT TO BE NAMED "B1"; THENCE NORTH 00 DEGREES 53 MINUTES 38 SECONDS WEST, 49.00 FEET TO THE POINT OF BEGINNING, CONTAINING 726 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT "C":

COMMENCING AT SAID POINT "B1"; THENCE SOUTH 00 DEGREES 53 MINUTES 38 SECONDS EAST, 76.51 FEET TO THE POINT OF BEGINNING OF TEMPORARY EASEMENT "C":

FROM THE POINT OF BEGINNING, THENCE SOUTH 56 DEGREES 01 MINUTES 09 SECONDS EAST, 25.40 FEET; THENCE SOUTH 16 DEGREES 54 MINUTES 14 SECONDS EAST, 5.19 FEET; THENCE SOUTH 31 DEGREES 05 MINUTES 46 SECONDS WEST, 5.13 FEET; THENCE NORTH 58 DEGREES 54 MINUTES 14 SECONDS WEST, 23.05 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 38 SECONDS WEST, 11.70 FEET TO THE POINT OF BEGINNING, CONTAINING 231 SQUARE FEET, MORE OR LESS.

THE SAID TRACTS A, B AND C CONTAIN A TOTAL OF 2,701 SQUARE FEET, MORE OR LESS.

AS SHOWN ON THE ATTACHED PLAT.



REQUEST FOR COUNCIL ACTION

Agenda Date: May 22, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Ordinance No. 4066-23/24 Approve Purchase of Property at 2004 Sunset Drive

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: This resolution is to approve the purchase of property at 2004 Sunset Drive. The City needs a strip of land along Sunset Drive in order to construct sidewalks along this road. This is related to the Court Street project and re-configuring the Sunset/Court/Parkway intersection. The City obtained an appraisal for the purchase, as shown in Exhibit B, stating that the value of this land is \$7,600.00. The City offered \$7,600.00 for the land. The property owner made a firm counter offer of \$15,000.00. This land purchase is coming before council because it is significantly higher than the appraisal and exceeds the spending authority of the City Engineer for land purchases on this project. Staff recommends approval as to not cause further delays to the Court Street Rehabilitation Project.

FINANCIAL IMPACT:

Requested Amount: \$15,000.00
 Line Item: 445-041-580200
 Budgeted Amount: \$800,000.00
 Remaining Funds: \$800,000.00

IMPACT IF APPROVED: The property will be purchased.

IMPACT IF DENIED: The property will not be purchased.

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4066-23/24 Approve Purchase of Property at 2004 Sunset Drive

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City desires to purchase a portion of the property at 2004 Sunset Drive, more particularly described in Exhibit A attached hereto, to use as additional right-of-way for the Court Street Rehabilitation project (the "Property"); and

WHEREAS, the City has negotiated the purchase of such Property under the terms and conditions set forth in Exhibit A.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The purchase of the Property for the purchase price of \$15,000.00 and under such further terms and conditions set forth in Exhibit A is approved, subject to confirmation by the City Attorney that such purchase shall result in clear and marketable title to the Property. Such confirmation shall be in the form of a title commitment and issuance of an owner's title insurance policy by a reputable title company, or such other confirmation as the City Attorney deems sufficient and appropriate.

Section 3. Upon confirmation that the owner of the Property can grant clear and marketable title thereto to the City, the Finance Director is directed to release funds necessary to pay the agreed purchase price for the Property, as set forth in Exhibit A, and the Mayor and the City Clerk are authorized to execute and attest to any documents necessary to effectuate the transfer of title of the Property to the City.

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

MAYOR

ATTEST:

CITY CLERK



Administrative Documentation

LAND ACQUISITION

FAP Route 693 (Court St., Stadium to Valle Vista)

Section: 20-00196-00-RS

Job No.: C-94-025-21

Parcel No.: 118 & TE

Contract No.: 036138-00

Catalog No.: EMYF(921)

We have an approved appraisal for acquisition of this parcel by Warranty Deed prepared by Randall L. Neff in the amount of \$7,600.00. This was approved on 3/31/2023.

An approved offer was made to Penns Inc. on April 3, 2023. During negotiations Brian Strode and the negotiator had discussions regarding the value placed on the whole and the loss of the parking place. He felt the loss of the parking space and land value should have been higher and made firm counter offer at \$15,000. He provided an appraisal to justify the property value. The increase would be to the Warranty Deed of an additional \$7,400. The proposed settlement will be:

Compensation for Fee Acquisition	\$13,900
----------------------------------	----------

Compensation for Temporary Easement	<u>\$1,100</u>
-------------------------------------	----------------

Total Compensation	\$15,000
--------------------	----------

This counter offer was reviewed and accepted by the City of Pekin.

I recommend that we accept the property owner's offer since it is in the best interest of the public to settle this case as such settlement facilitates acquisition by agreement to expedite acquisition. If you concur, so indicate by signing this memorandum.

Recommended:

Rhonda K. Searle
Land Acquisition Specialist

4/19/23
Date

Approved:

Janie A. Esker
City Engineer

4/19/23
Date

Owner Penns Inc.
 Address 2004 Sunset Dr.
 Pekin, IL 61554
 Route FAP 693(Court Street)
 County Tazewell
 Job No. C-94-025-21
 Parcel No. 118 & TE
 P.I.N. No. 04-10-01-314-012
 Section 20-00196-00-RS
 Project No. EMYF(921)
 Contract No. 89804
 Catalog No. 036138-00

WARRANTY DEED
(Corporation) (Non-Freeway)

Penns Inc., a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Thirteen Thousand Nine Hundred and 00/100 Dollars (\$13,900.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, grants, conveys, and warrants to the City of Pekin, (Grantee), 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."

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 roadway 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.

Dated this 3rd day of MAY, 2023.

Penns Inc.

Corporation Name

By:

Signature

Brian W. Strode aka/a

Brian Strode, president

Print Name and Title

ATTEST:

By:

Signature

Print Name and Title

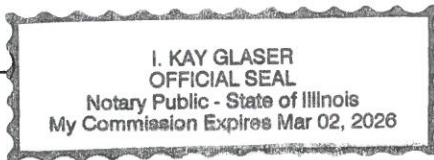
State of Illinois)

) ss

County of Tazewell)

This instrument was acknowledged before me on May 3, 2023, by
Brian Strode aka/a Brian W. Strode, as president
 and _____, as _____
 of Penns Inc.

(SEAL)



I. Kay Glaser

Notary Public

My Commission Expires:

3/2/2026

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

May 8, 2023
 Date

Rhonda K Seane
 Buyer, Seller or Representative

This instrument was prepared by and after
 recording, mail this instrument and future tax bills to:

City of Pekin
 ATTN: City Engineer
 111 S. Capitol St.
 Pekin, IL 61554

PART OF SUBLOT 3 IN FLOQUET'S 2ND SUBDIVISION BEING RECORDED IN PLAT BOOK "Q", PAGE 1, IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBLOT 3; THENCE SOUTH 00 DEGREES 53 MINUTES 38 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SUNSET DRIVE, 65.01 FEET TO THE SOUTHEAST OF SAID SUBLOT 3; THENCE NORTH 72 DEGREES 50 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBLOT 3, 0.68 FEET; THENCE NORTH 06 DEGREES 11 MINUTES 03 SECONDS WEST, 66.83 FEET TO THE NORTH LINE OF SAID SUBLOT 3; THENCE SOUTH 76 DEGREES 27 MINUTES 42 SECONDS EAST, ALONG SAID NORTH LINE, 7.03 FEET TO THE POINT OF BEGINNING.

THE SAID TRACT OF LAND CONTAINS 244 SQUARE FEET, MORE OR LESS, OR 0.006 ACRES, MORE OR LESS.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

BEARINGS SHOWN HEREON ARE BASED ON ILSPCNAD 83; IL WEST ZONE ("1202") USING GEOID G12B, NAVD 88 AND WITH A COMBINED FACTOR OF 0.999968.

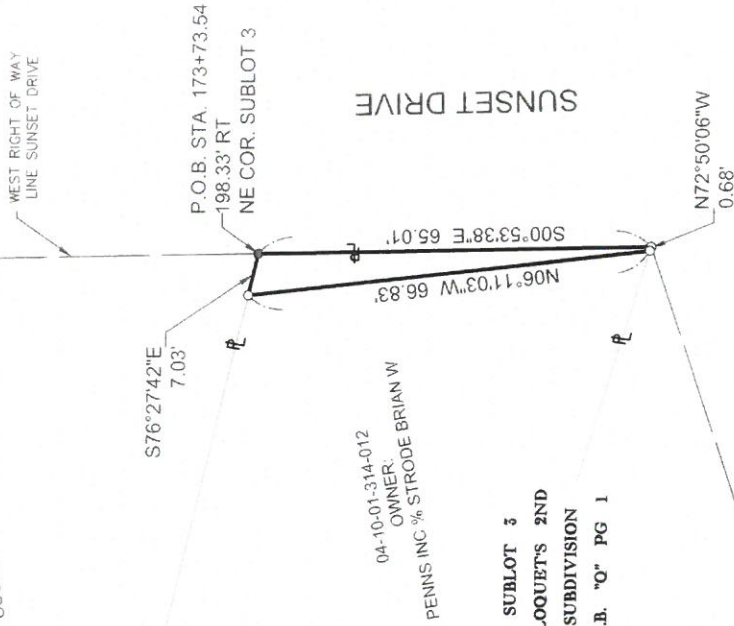
LEGEND:

- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SET 1/2" ROD W/CAP
- FND IRON ROD/PIPE
- ⊗ FND ROW MARKER
- ℙ PROPERTY LINE
- T.C.R.O. TAZEWELL COUNTY RECORDER'S OFFICE
- EXISTING RIGHT OF WAY LINE
- - - PROPOSED RIGHT OF WAY LINE
- ROW BOUNDARY LINE

P118

OWNER INFO
PENNS INC % STRODE BRIAN W

AREA = 244 SQ. FT., OR 0.006 ACRES±



THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF SURVEY MADE UNDER MY DIRECTION FOR THE CITY OF PEKIN, ILLINOIS. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Derek A. S. Huffman 10-12-2022
DEREK A. S. HUFFMAN - ILLINOIS PROFESSIONAL
LAND SURVEYOR NO. 035.003899
MY LICENSE EXPIRES 11/30/2022

RIGHT OF WAY PLAT

FAP 693
SHEET 1 OF 1
SCALE: 1" = 20'
MARCH 2022
SECTION: 20-00196-01-RS
JOB NO.: C-94-025-2!

FIELD WORK COMPLETION: MARCH 2021

REVISED:

Signed Recorded

BOOK DOCUMENT NO.

P118

CATALOG NO. : 036138-00
CONTRACT NO. : 89804

DATE	BY	COMPUTED	CHECKED	INSTRUMENT	NOTE BOOK

CADD DRAWING:
PROJECT: EMYF(921)
FILE:

TO BE FILED WITH THE TAZEWELL COUNTY RECORDER OF DEEDS
AFFIDAVIT FOR PURPOSE OF ILLINOIS PLAT ACT REQUIREMENTS
 THIS IS A LEGAL DOCUMENT – PLEASE CONSULT YOUR ATTORNEY
 (Zoning & Subdivision Ordinances May Also Apply)

PARCEL NUMBER: 04-10-01-314-012

Grantor or Grantor's Attorney authorized representative in a deed transferring interest in the real estate described in the accompanying deed and further states this transfer **IS EXEMPT FROM THE ILLINOIS PLAT ACT (765 ILCS 205) BECAUSE OF THE FOLLOWING:**

- ☐ NOT A DIVISION OF LAND – PARCEL BOUNDARIES REMAIN UNCHANGED (The Recorder will proceed with recording the deed and no further questions apply. County Plat Officer signature is **NOT** required. Please sign below and have notarized)
- ☐ A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS – APPROVAL BY COUNTY PLAT OFFICER (OR DESIGNEE) IS REQUIRED ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:
- ☐ The divisions or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
 - ☐ The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
 - ☐ The sale or exchange of parcels of land between owners of adjoining and contiguous land.
 - ☐ The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access.
 - ☒ The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
 - ☐ Conveyances made to correct descriptions in prior conveyances.
 - ☐ The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
 - ☐ The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.
 - ☐ The preparation of a plat for wind energy devised under section 10-620 of the Property Tax Code.
 - ☐ Division meets criteria for agricultural exemption

I swear to the best of my knowledge that the statements contained herein are true and correct. Grantor/Grantor's Attorney further states that this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF TAZEWELL COUNTY, ILLINOIS, that the conveyance by the attached instrument is within, and in compliance with, the provisions of the Illinois Plat Act.

Name: Thomas L. Hayes Signature: Thomas L Hayes Date: 5/8/23

Name: _____ Signature: _____ Date: _____

Subscribed and sworn to before me this 8 day of May, 20 23.



Rhonda K Searle
 Notary Public

Approval for State Plat Act, County Subdivision and Zoning Code Purposes:

SURVEY REQUIRED FOR RECORDING: Yes ☐ No ☒

Tazewell County Plat Officer/designee: R Mauto Date: 5.8.2023

(NOTE: County Plat Officer signature required for properties only in the UNINCORPORATED areas of Tazewell County)



PTAX-203 Illinois Real Estate Transfer Declaration

Step 1: Identify the property and sale information.

1 2004 SUNSET DR

Street address of property (or 911 address, if available)

PEKIN

61554-0000

City or village

ZIP

Pekin

Township

2 Enter the total number of parcels to be transferred. 1

3 Enter the primary parcel identifying number and lot size or acreage

04-10-01-314-012

244

Sq. Feet

Yes

Primary PIN

Lot size or
acreage

Unit

Split
Parcel

4 Date of instrument: 5/3/2023
 Date

5 Type of instrument (Mark with an "X."): ☒ Warranty deed
☐ Quit claim deed ☐ Executor deed ☐ Trustee deed
☐ Beneficial interest ☐ Other (specify):

6 ☐ Yes ☒ No Will the property be the buyer's principal residence?

7 ☐ Yes ☒ No Was the property advertised for sale?
 (i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.

Current Intended

- a ☒ Land/lot only
 b ☐ Residence (single-family, condominium, townhome, or duplex)
 c ☐ Mobile home residence
 d ☐ Apartment building (6 units or less) No. of units: 0
 e ☐ Apartment building (over 6 units) No. of units: 0
 f ☐ Office
 g ☐ Retail establishment
 h ☐ Commercial building (specify):
 i ☐ Industrial building
 j ☐ Farm
 k ☒ Other (specify): ROAD ROW

9 Identify any significant physical changes in the property since January 1 of the previous year and enter the date of the change. Date of significant change:

☐ Demolition/damage ☐ Additions ☐ Major remodeling
☐ New construction ☐ Other (specify):

10 Identify only the items that apply to this sale.

- a ☐ Fulfillment of installment contract
 year contract initiated :
 b ☐ Sale between related individuals or corporate affiliates
 c ☐ Transfer of less than 100 percent interest
 d ☐ Court-ordered sale
 e ☐ Sale in lieu of foreclosure
 f ☐ Condemnation
 g ☐ Short sale
 h ☐ Bank REO (real estate owned)
 i ☐ Auction sale
 j ☐ Seller/buyer is a relocation company
 k ☒ Seller/buyer is a financial institution or government agency
 l ☐ Buyer is a real estate investment trust
 m ☐ Buyer is a pension fund
 n ☐ Buyer is an adjacent property owner
 o ☐ Buyer is exercising an option to purchase
 p ☐ Trade of property (simultaneous)
 q ☐ Sale-leaseback
 r ☒ Other (specify): ROAD ROW
 s ☐ Homestead exemptions on most recent tax bill:
 1 General/Alternative 0.00
 2 Senior Citizens 0.00
 3 Senior Citizens Assessment Freeze 0.00

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration

12a Amount of personal property included in the purchase

11 13,900.00

12a **Packet Pg. 999**

12b	Was the value of a mobile home included on Line 12a?	12b	Yes	X	No
13	Subtract Line 12a from Line 11. This is the net consideration for real property	13		13,900.00	
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14		0.00	
15	Outstanding mortgage amount to which the transferred real property remains subject	15		0.00	
16	If this transfer is exempt, identify the provision.	16	X	b	k
17	Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17		0.00	
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62)	18		0.00	
19	Illinois tax stamps — multiply Line 18 by 0.50.	19		0.00	
20	County tax stamps — multiply Line 18 by 0.25.	20		0.00	
21	Add Lines 19 and 20. This is the total amount of transfer tax due	21		0.00	

Step 3: Enter the legal description from the deed. Enter the legal description from the deed.

PART OF SUBLOT 3 IN FLOQUET'S 2ND SUBDIVISION BEING RECORDED IN PLAT BOOK "Q", PAGE 1, IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBLOT 3; THENCE SOUTH 00 DEGREES 53 MINUTES 38 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SUNSET DRIVE, 65.01 FEET TO THE SOUTHEAST OF SAID SUBLOT 3; THENCE NORTH 72 DEGREES 50 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBLOT 3, 0.68 FEET; THENCE NORTH 06 DEGREES 11 MINUTES 03 SECONDS WEST, 66.83 FEET TO THE NORTH LINE OF SAID SUBLOT 3; THENCE SOUTH 76 DEGREES 27 MINUTES 42 SECONDS EAST, ALONG SAID NORTH LINE, 7.03 FEET TO THE POINT OF BEGINNING.

THE SAID TRACT OF LAND CONTAINS 244 SQUARE FEET, MORE OR LESS, OR 0.006 ACRES, MORE OR LESS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information

PENNS INC.

Seller's or trustee's name Seller's trust number (if applicable - not an SSN or FEIN)

2441 E. COUNTY HIGHWAY 27 CANTON IL 61520-0000
 Street address (after sale) City State ZIP

309-338-0862 USA
 Seller's daytime phone Phone extension Country

☒ Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Buyer Information

CITY OF PEKIN

Buyer's or trustee's name Buyer's trust number (if applicable - not an SSN or FEIN)

111 S CAPITOL ST PEKIN IL 61554-4188
 Street address (after sale) City State ZIP

309-478-5399 USA
 Buyer's daytime phone Phone extension Country

☒ Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.



Declaration ID: 20230509015118
Status: Closing Completed
Document No.: Not Recorded

State/County Stamp: Not Issued

9.16.a

Mail tax bill to:

CITY OF PEKIN 111 S CAPITOL ST PEKIN IL 61554-4188
Name or company Street address City State ZIP

Preparer Information

THOMAS HAYES - HANSON PROFESSIONAL SERVICES INC

Preparer and company name Preparer's file number (if applicable) Escrow number (if applicable)
7625 N UNIVERSITY ST STE 200 PEORIA IL 61614-1211
Street address City State ZIP
thayes@hanson-inc.com 309-966-4912 USA
Preparer's email address (if available) Preparer's daytime phone Phone extension Country

☒ Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Identify any required documents submitted with this form. (Mark with an "X.") Extended legal description Form PTAX-203-A
Itemized list of personal property Form PTAX-203-B

To be completed by the Chief County Assessment Officer

- 1 County Township Class Cook-Minor Code 1 Code 2
- 2 Board of Review's final assessed value for the assessment year prior to the year of sale.
- 3 Year prior to sale
- 4 Does the sale involve a mobile home assessed as real estate? Yes No
- 5 Comments
- Land
- Buildings
- Total

Illinois Department of Revenue Use

Tab number

Attachment: Exhibit A - Penn executed documents_Redacted (3503 : Ordinance No. 4066-23/24 Approve Purchase of Property at 2004 Sunset

Owner Penns Inc.
 Address 2004 Sunset Dr.
 Pekin, IL 61554
 Route FAP 693 (Court Street)
 County Tazewell
 Job No. C-94-025-21
 Parcel No. 118TE
 P.I.N. No. 04-10-01-314-012
 Section 20-00196-00-RS
 Project No. EMFY(921)
 Contract No. 89804
 Catalog No. 036138-00

TEMPORARY CONSTRUCTION EASEMENT
(Corporation)

Penns Inc., a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of One Thousand One Hundred and 00/100 Dollars (\$1,100.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Pekin (Grantee), a temporary construction easement for the purpose of entrance reconstruction, grading, shaping, working room 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 four 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 Grantors 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 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 Grantors.

PART OF SUBLOT 3 IN FLOQUET'S 2ND SUBDIVISION BEING RECORDED IN PLAT BOOK "Q", PAGE 1, IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBLOT 3; THENCE NORTH 76 DEGREES 27 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF SAID SUBLOT 3, 7.03 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING, THENCE SOUTH 06 DEGREES 11 MINUTES 03 SECONDS EAST, 64.99 FEET; THENCE NORTH 68 DEGREES 32 MINUTES 50 SECONDS WEST, 10.16 FEET; THENCE NORTH 06 DEGREES 11 MINUTES 03 SECONDS WEST, 61.42 FEET; THENCE NORTH 81 DEGREES 13 MINUTES 54 SECONDS EAST, 5.16 FEET TO THE NORTH LINE OF SAID SUBLOT 3; THENCE SOUTH 76 DEGREES 27 MINUTES 42 SECONDS EAST, 4.09 FEET TO THE POINT OF BEGINNING.

THE SAID TRACT OF LAND CONTAINS 573 SQUARE FEET, MORE OR LESS, OR 0.013 ACRES, MORE OR LESS.

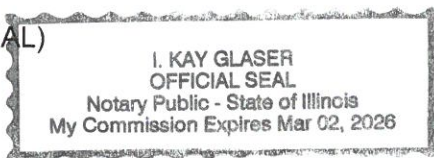
Dated this 31 day of MAY, 2023.

Brian W. Strode
 Signature
Brian W Strode a/k/a
 Brian Strode, president
 Print Name and Title

State of Illinois)
 County of Tazewell) ss

This instrument was acknowledged before me on 5/31/23, 2023, by
Brian Strode a/k/a Brian W. Strode, as president
 of Penns Inc.

(SEAL)



I. Kay Glaser
 Notary Public

My Commission Expires: 3/2/2026

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

BEARING SHOWN HEREIN ARE BASED ON NAD 83 H WEST ZONE "12C" USING GEOD GIBB, NAVD 88 AND WITH A CORRECTION FACTOR OF 0.999968.

LEGEND:

- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SET 1/2" ROD W/ CAP
- END IRON ROD/PIPE
- END ROW MARKER
- PROPERTY LINE
- T.C.R.O. TAZEWELL COUNTY RECORDER'S OFFICE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- TEMPORARY ENCUMBRANCE BOUNDARY LINE

TE118

OWNER INFO
PENNS INC % STRODE BRIAN W

AREA = 873 SQ. FT., OR 0.02 ACRES



THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAN OF SURVEY MADE UNDER MY DIRECTION FOR THE CITY OF PEAN, ILLINOIS. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

D.A. Huffman 10-12-2022

DEREK A. HUFFMAN - ILLINOIS PROFESSIONAL
LAND SURVEYOR NO. 035-003899
EXPIRATION DATE 11/30/2022

FIELD WORK COMPLETION: MARCH 2021

Signed _____

Recorded _____

RECEIVED

TE118

Owner Penns Inc
 Address 2004 Sunset Dr.
 Pekin, IL 61554
 Route FAP 693 (Court Street)
 County Tazewell
 Job No. C-94-025-21
 Parcel No. 118 & TE
 P.I.N. No. 04-10-01-304-012
 Section 20-00196-00-RS
 Project No. EMYF(921)
 Contract No. 89804
 Catalog No. 036138-00

CERTIFIED RESOLUTION
(Corporation)

I, Brian W. Strode, as president of Penns Inc, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business in the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the board of directors of said corporation, a quorum of its directors being present, at a meeting held on the 3rd day of May, 2023, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Brian W. Strode, as president, of the above-referenced corporation are hereby authorized and directed to convey the corporation's interest in the following described real estate in Tazewell County, Illinois to the City of Pekin for roadway purposes for the sum of \$15,000.00:

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale and grant a temporary easement.

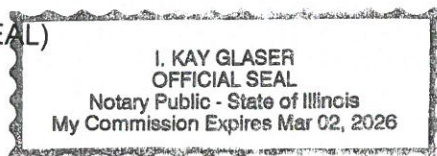
Dated this 30 day of MAY, 2023.


 Signature
Brian W. Strode aka
 Brian Strode, president
 Print Name and Title

State of Illinois)
) ss
 County of Tazewell)

This instrument was acknowledged before me on 5/3/23, 2023, by
Brian Strode aka Brian W. Strode, as president
 of Penns Inc

(SEAL)




 Notary Public
 My Commission Expires: 3/2/2026

WARRANTY DEED

PART OF SUBLOT 3 IN FLOQUET'S 2ND SUBDIVISION BEING RECORDED IN PLAT BOOK "Q", PAGE 1, IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBLOT 3; THENCE SOUTH 00 DEGREES 53 MINUTES 38 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SUNSET DRIVE, 65.01 FEET TO THE SOUTHEAST OF SAID SUBLOT 3; THENCE NORTH 72 DEGREES 50 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBLOT 3, 0.68 FEET; THENCE NORTH 06 DEGREES 11 MINUTES 03 SECONDS WEST, 66.83 FEET TO THE NORTH LINE OF SAID SUBLOT 3; THENCE SOUTH 76 DEGREES 27 MINUTES 42 SECONDS EAST, ALONG SAID NORTH LINE, 7.03 FEET TO THE POINT OF BEGINNING.

THE SAID TRACT OF LAND CONTAINS 244 SQUARE FEET, MORE OR LESS, OR 0.006 ACRES, MORE OR LESS.

TEMPORARY EASEMENT

PART OF SUBLOT 3 IN FLOQUET'S 2ND SUBDIVISION BEING RECORDED IN PLAT BOOK "Q", PAGE 1, IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBLOT 3; THENCE NORTH 76 DEGREES 27 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF SAID SUBLOT 3, 7.03 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING, THENCE SOUTH 06 DEGREES 11 MINUTES 03 SECONDS EAST, 64.99 FEET; THENCE NORTH 68 DEGREES 32 MINUTES 50 SECONDS WEST, 10.16 FEET; THENCE NORTH 06 DEGREES 11 MINUTES 03 SECONDS WEST, 61.42 FEET; THENCE NORTH 81 DEGREES 13 MINUTES 54 SECONDS EAST, 5.16 FEET TO THE NORTH LINE OF SAID SUBLOT 3; THENCE SOUTH 76 DEGREES 27 MINUTES 42 SECONDS EAST, 4.09 FEET TO THE POINT OF BEGINNING.

THE SAID TRACT OF LAND CONTAINS 573 SQUARE FEET, MORE OR LESS, OR 0.013 ACRES, MORE OR LESS.



Affidavit of Title

Owner Penns Inc
 Address 2004 Sunset Dr.
 Pekin, IL 61554
 Route FAP 693 (Court St.)
 Section 20-00196-00-RS
 County Tazewell
 Project EMYF(921)
 Job No. C-94-025-21
 Parcel No. 118 & TE
 P.I.N. No. 04-10-01-314-012
 Catalog No. 036138-00
 Contract No. 89804

State of Illinois)
) ss.
 County of Tazewell)

I, Brian W. Strobe, president

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. ☒ There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- ☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the City of Pekin to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 - ☐ Vacant and unimproved ☐ Agricultural and unimproved
 - ☒ Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

- ☐ **Individual.** Individual **owner** of the property is: _____
- ☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.
- ☐ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization
- ☐ **Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.
- ☒ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	Brian ^{W.} Strode	24441 E Co Hwy 27 Canton Tl665
2.	_____	_____
3.	_____	_____
4.	_____	_____

- ☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 3 day of MAY, 2023.

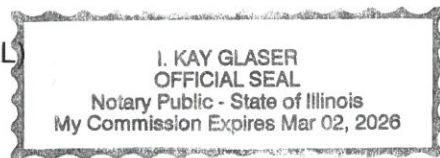
By:

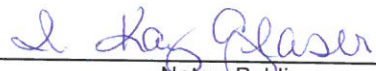

 Signature
Brian W. Strode a/k/a
 Brian Strode, president
 Print Name and Title if applicable

State of Illinois)
 County of Tazewell) ss

This instrument was acknowledged before me on May 3, 2023, by
Brian Strode a/k/a Brian W. Strode.

(SEAL)




 Notary Public
 My Commission Expires: 3/2/2026

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

For APN/Parcel ID(s): 04-10-01-314-012

SUBLOT 3 IN FLOQUET'S 2ND SUBDIVISION IN THE CITY OF PEKIN, AS SHOWN ON PLAT RECORDED IN PLAT BOOK "Q", PAGE 1, SITUATED IN TAZEWELL COUNTY, ILLINOIS.



Receipt of Conveyance Documents and Disbursement Statement

Owner Penns Inc
Job No. C-94-025-21
Parcel No. 118 & TE

The City of Pekin (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- ☒ Warranty Deed covering 244 square feet
☐ Permanent Easement covering square feet
☒ Temporary Construction Easement covering 573 square feet

all located in Tazewell County, Illinois as right of way for FAP Route 693(Court Street), Section 20-00196-00-RS dated May 3, 2023, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) to Grantor as total consideration for the deed, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval.
2. All improvements located, wholly or partially, on the parcel shall become the property of the City of Pekin, unless provided as follows:
3. Possession and transfer of title to City of Pekin occur when Grantee delivers a city warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Penns Inc.	[REDACTED]	24441 E County Highway 27 Canton, IL 61520	\$15,000.00
			\$
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

**Attach a current W-9 form for each TIN/FEIN/SSN.

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- Transferor is the owner of the real property being conveyed;
- Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Bud
Initial

6. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: 5/3/, 2023

Grantor:

Brian Strode
Signature

Brian Strode, president

Print Name (and Title, if applicable)

Brian Strode
Signature

Brian W Strode President
Print Name (and Title, if applicable)

Date: 5/3/23, 2023

Grantee:

The City of Pekin

Rhonda Seave
for City of Pekin

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Penns Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

☐ Other (see instructions) ►

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
24441 E County Highway 27

6 City, state, and ZIP code
Pekin, IL 61554

7 List account number(s) here (optional)

8 Requester's name and address (optional)
**City of Pekin
111 S. Capitol St.
Pekin, IL 61554**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

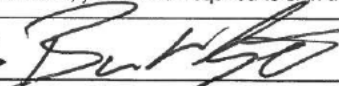
____ - ____ - ____ - ____ - ____ - ____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **5/3/23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Appraisal Report

Route FAP 693
 Section 20-00196-01-RS
 County Tazewell

Project Court Street
 Job No. C-94-025-21
 Parcel 118 Unit

Take: ☐ Whole ☒ Partial ☐ Other: _____
 Appraisal Sequence: ☒ Original ☐ Supplemental

1. Attached is a ☐ complex ☒ non-complex appraisal, per IDOT's Land Acquisition Policies and Procedures Manual.
2. Location and Address: 2004 Sunset Drive, Pekin, Illinois 61554
3. Identification: Part of the SW 1/4 Section 1 T24N R5W Sublot 3 and part of subplot 4 (Parcel ID# 04-10-01-314-012)
4. Present Owner's Name, Address and Telephone No.: Penns Inc., c/o Brian Strode, 26762 E. County Highway 27 Canton, Illinois 61520 (309) 338-0862
5. Tenant's or Lessee's Name, Address and Telephone No.: None
6. Person Interviewed: Brian Strode
7. Interviewed by: Randall L. Neff
8. Farmland Preservation Act (pertains to fee takings and permanent easements): N/A
 CL _____ OC _____ HL _____ PL _____ FL _____ FS _____ RL _____ OL _____
9. Present Use: Office Highest and Best Use Before Taking: Office
 Zoning: B-3 General Business District Highest and Best Use After Taking: Office

	Acres	Sq. Ft.
10. Area of Whole Property		6,950
Total Area to be Acquired in Fee Simple Title:		244
Area to be Acquired by New Dedication		
Area Acquired by Previous Dedication		
Area to be Acquired for Additional ROW		
Area to be Acquired by Permanent Easement		
Area to be Acquired by Temporary Easement		573
Area of Remainder		6,706

11. Final Conclusion of Value	Effective Date of Appraisal:	March 9, 2023
Fair Market Value of Whole Property		\$55,000
For Partial Taking include the following:		
Fair Market Value of property taken (including improvements) as part of the whole		\$1,500
Fair Market Value of remainder as part of the whole before taking		\$53,500
Fair Market Value of remainder after taking as will be affected by contemplated improvements		\$48,500
Damage to Remainder		\$5,000
Compensation for Permanent Easement(s)		\$0
Compensation for Temporary Easement(s)		\$1,100
Total Compensation		\$7,600

Date of the Report: March 30, 2023
 Appraiser Name: Randall L. Neff, MAI, SRA
 License Type: Certified General Real Estate Appraiser


 Appraiser Signature
 IL License # 553.001153 Expires: 9/30/23

General Data

Definition of Fair 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)

In the event of a partial acquisition where there is remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after taking.

Property History: Has subject sold in the last five (5) years or is it currently listed for sale? Yes ☐ No ☒
If yes, an analysis of the recent sale(s) and/or current listing is summarized as follows: N/A

Property Interest to be Appraised: ☒ Fee Simple Estate ☐ Leased Fee Estate

Property Interest to be Acquired (check all that apply):

- ☒ Fee Acquisition ☐ Permanent Easement ☐ Dedication/Perpetual Easement
☒ Temporary Easement ☐ Other: _____
☐ None of the Above: This appraisal is for the disposal of excess land and/or the release of other rights.
If applicable, the disposition/release of rights is described as follows: N/A

USPAP Reporting Option (as defined by USPAP SR 2-2): ☒ Appraisal Report ☐ Restricted Appraisal Report

Type of Appraisal (per IDOT's Land Acquisition Policies and Procedures Manual):

- ☒ *Non-Complex:* Appraisal report "meets minimum requirements consistent with commonly accepted Federal and Federally-assisted program appraisal practices for those acquisitions, which, by virtue of their low value or simplicity," do not require in-depth analysis presentation.
- ☐ *Complex:* Appraisal report that meets all minimum requirements and also reflects "established and commonly accepted Federal and Federally-assisted program appraisal practices" with appropriate in-depth analysis and presentation.

Client: City of Pekin

Intended User: The intended users of this report include the Client and any of its Federal-funding partners. Parties who receive a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report.

Intended Use: The intended use of this appraisal report is for ☒ acquisition ☐ disposition of right of way by the Client. This report is not intended for any other use.

Authorization: The following person contacted the appraiser to provide this appraisal service: Cindy Bushur-Hallam of Hanson Professional Services, Inc., as agent for the City of Pekin.

Purpose of Valuation:

- ☒ The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value of possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking.
- ☐ The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or other rights to be disposed by the Client.

Assignment Conditions: Assignment conditions include assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work. Assignment conditions applicable to this appraisal assignment are summarized below.

The Client requires this appraisal assignment to comply with the following standards, laws, regulations, and policies:

- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24,
- the Uniform Standards of Professional Appraisal Practice (USPAP), and
- the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

Furthermore, the Client requires this appraisal to be prepared in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way. No portion of the value assigned to such property shall consist of items which are non-compensable under the established laws of Illinois.

In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining on the value of the property before the taking, the appraiser shall disregard 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 the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal. The use of this hypothetical condition may affect the assignment results.

Any decrease or increase in value caused by the actual acquisition of a part of the property must be considered in opining on the value of the remainder after taking. Such changes in value are parcel-specific.

USPAP Standards Rule 1-2(c)(iv) requires that when exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion. However, the definition of fair market value in this report does not include exposure time as a component. Therefore, the appraiser is not required to develop and report an opinion of exposure time linked to the value opinion. This situation is considered to be an assignment condition for the purposes of this appraisal.

The value of the property is premised on a hypothetical condition and extraordinary assumption. The valuation of the property is premised on the condition that the taking is as proposed. The valuation of the property is also based on the assumption that the project is completed as proposed. Please be advised that use of the extraordinary assumption and hypothetical condition might have an impact on the assignment results.

Scope of Work: Summarize the steps/process employed to develop the appraisal report, as required in 49 CFR Part 24, and the Uniform Standards of Professional Appraisal Practice (USPAP).

The amount and type of information researched and the analysis applied in an assignment includes, but is not limited to 1) the extent to which the property is inspected or identified; 2) extent of inspection and description of the neighborhood and proposed project area; 3) the extent of research into physical or economic factors that could affect the property; 4) the extent of data researched; and 5) the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work also needs to explain the various approaches utilized and the reasons for why any particular approach was not used.

In completing the appraisal assignment, a systematic procedure in investigating the subject property and market data is followed. The subject property and surrounding market area were viewed. Please be advised that the property was only viewed for the purpose of developing an opinion of market value. Concealed or inaccessible portions of the property were not viewed. Items that buyers and sellers would acknowledge in a typical purchase transaction, based on the definition of market value stated in the appraisal report, have been noted in the descriptions of the property. Intangible assets or personal property are not included in the value opinion.

Market data relative to the market area, subject property and the highest and best use of the property are researched and verified. The market data are collected from the Peoria area multiple listing service and other on-line data services, public records, office files, industry and local publications, buyers and sellers, as well as other appropriate sources. The market data are applied in the market analysis and highest and best use analysis of the subject property. Market analysis and highest and best use are important fundamental concepts in the appraisal of real estate.

In general, market analysis is a study of the supply and demand and the geographic market area of the property type. The highest and best use of the property that creates that highest value. Market analysis is used in the determination of the highest and best use. Based on the results of the market analysis, the highest and best use of the property is determined. In analyzing highest and best use of the property, two studies are made; highest and best use of the property as vacant land available for development, and highest and best use of the property as improved.

Once the highest and best use of the subject is determined, the three traditional appraisal methods are considered in the valuation of the property. The valuation methods are the cost, sales comparison and income capitalization approaches. In this assignment, the sales comparison approach is the only method applied in the valuation of the property.

The cost approach is not applicable to the valuation of the property because of the age of the improvements. The typical buyer of the property does not base a purchase decision of the property on the development costs less depreciation. The income capitalization approach is not applied because the highest and best use of the property is for owner occupancy.

After development of the opinion of value, an Appraisal Report is prepared in accordance to the Uniform Standards of Professional Appraisal Practice. The assignment is also completed in compliance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

The client is interested in acquiring a portion of the property for the Court Street improvement project. Three opinions of value are developed. The three opinions of value are as follows:

Value of the Whole Property as determined for the assignment
 Value of the Part Taken (including improvements) as part of the whole
 Value of the Remainder after taking as will be affected by contemplated improvements

General Assumptions and Limiting Conditions: Summarize any general assumptions and limiting conditions utilized in this report.

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.
2. The property is appraised free and clear of any or all liens or encumbrances.
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 the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.
8. It is assumed that all water, sewer facilities and utilities (whether existing or proposed) are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not part of the scope of work for this assignment.
9. It is assumed that all required licenses, certificates of occupancy, consents, 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. Unless otherwise stated in the report, the past or current existence of hazardous materials or environmental contamination on, below or near the subject property was not observed or known by the appraiser. However; the appraiser is not qualified to detect such substances or to make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value opined is predicated on the assumption that there is no such material on, below or affecting the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering assistance required to discover them. The intended user is urged to retain an expert in this field, if desired.
16. 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.

Property Owner Contact/Interview: Summarize the appraiser's contact/interview with property owner. The property owner (or the owner's designated representative) must be provided the opportunity to accompany the appraiser during the appraiser's inspection of subject property (49 CFR Part 24.102).

Name of the property owner (or designated representative) who was offered an opportunity to accompany the appraiser:
Brian Strode

The method used to contact the property owner included (check all that apply):

- ☐ Personal contact
☒ Telephone
☒ Letter
☐ Other (explain): _____

The invitation to the property owner:

- ☒ was accepted
☐ was declined
☐ did not receive a response
☐ Other (explain): _____

The appraiser personally inspected the subject property on the following date(s): March 9, 2023

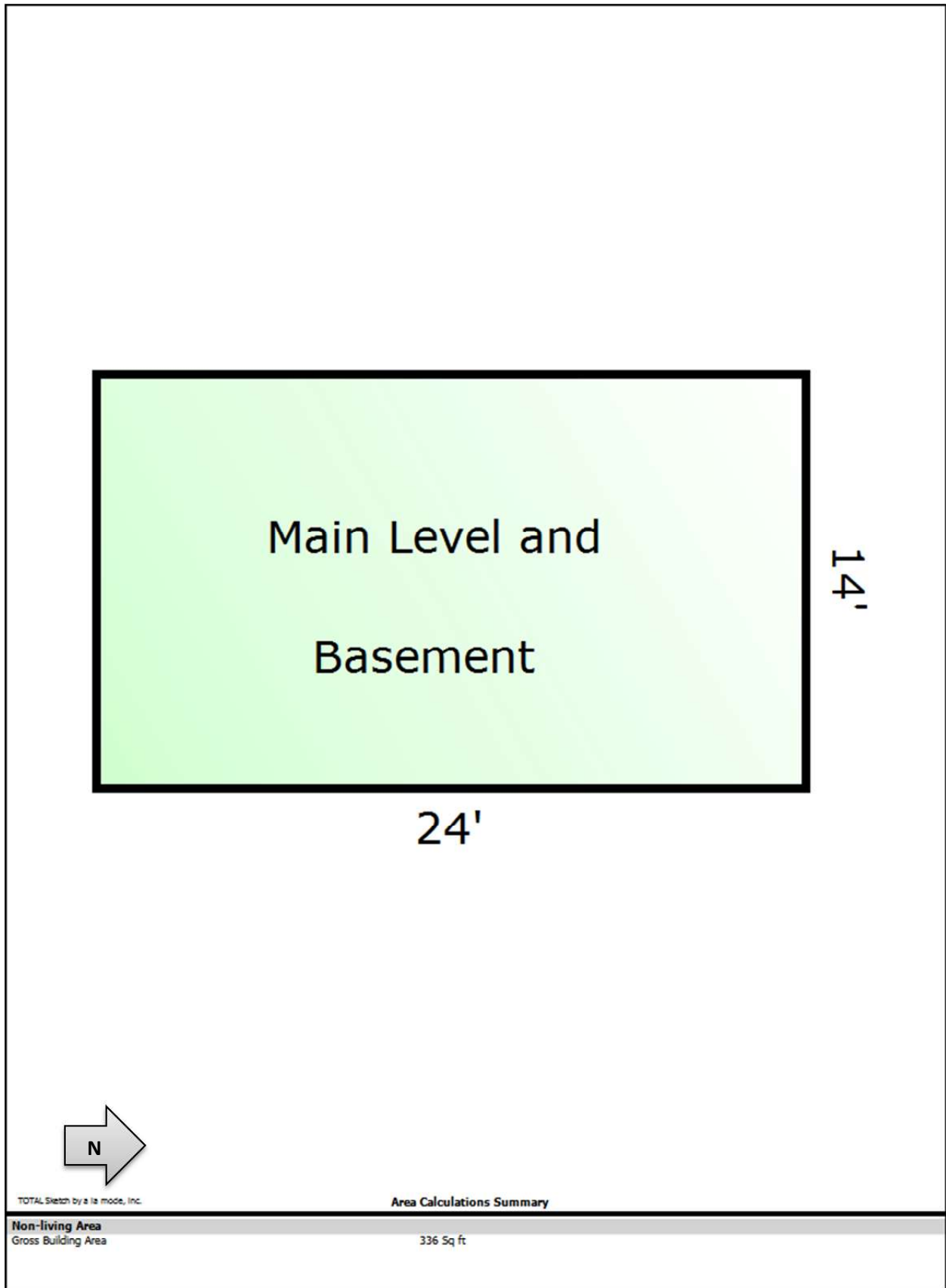
Additional information relating to the appraiser's contact with the property owner, including any concerns expressed by the owner, is explained as follows: The property owner is concerned about the loss of the parking space in front of the building.

Subject Property
Parcel Plat or Building Plan



Attachment: Exhibit B - 2004 Sunset Appraisal Report (3503 : Ordinance No. 4066-23/24 Approve Purchase of Property at 2004 Sunset Drive)

Building Footprint



Photographs

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:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	Southwest

Description: Front View of Building



Date of Photograph:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	Northwest

Description: Front View of Building

Photographs

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:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	Southeast

Description: Rear View of Building



Date of Photograph:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	Northwest

Description: Rear Parking Lot

Attachment: Exhibit B - 2004 Sunset Appraisal Report (3503 : Ordinance No. 4066-23/24 Approve Purchase of Property at 2004 Sunset Drive)

Photographs

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:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	South

Description: Exterior Stairway to Basement



Date of Photograph:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	South

Description: Proposed Right of Way

Photographs

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:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	South

Description: Proposed Right of Way and Temporary Easement



Date of Photograph:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	North

Description: Proposed Right of Way and Temporary Easement

Photographs**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:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	South

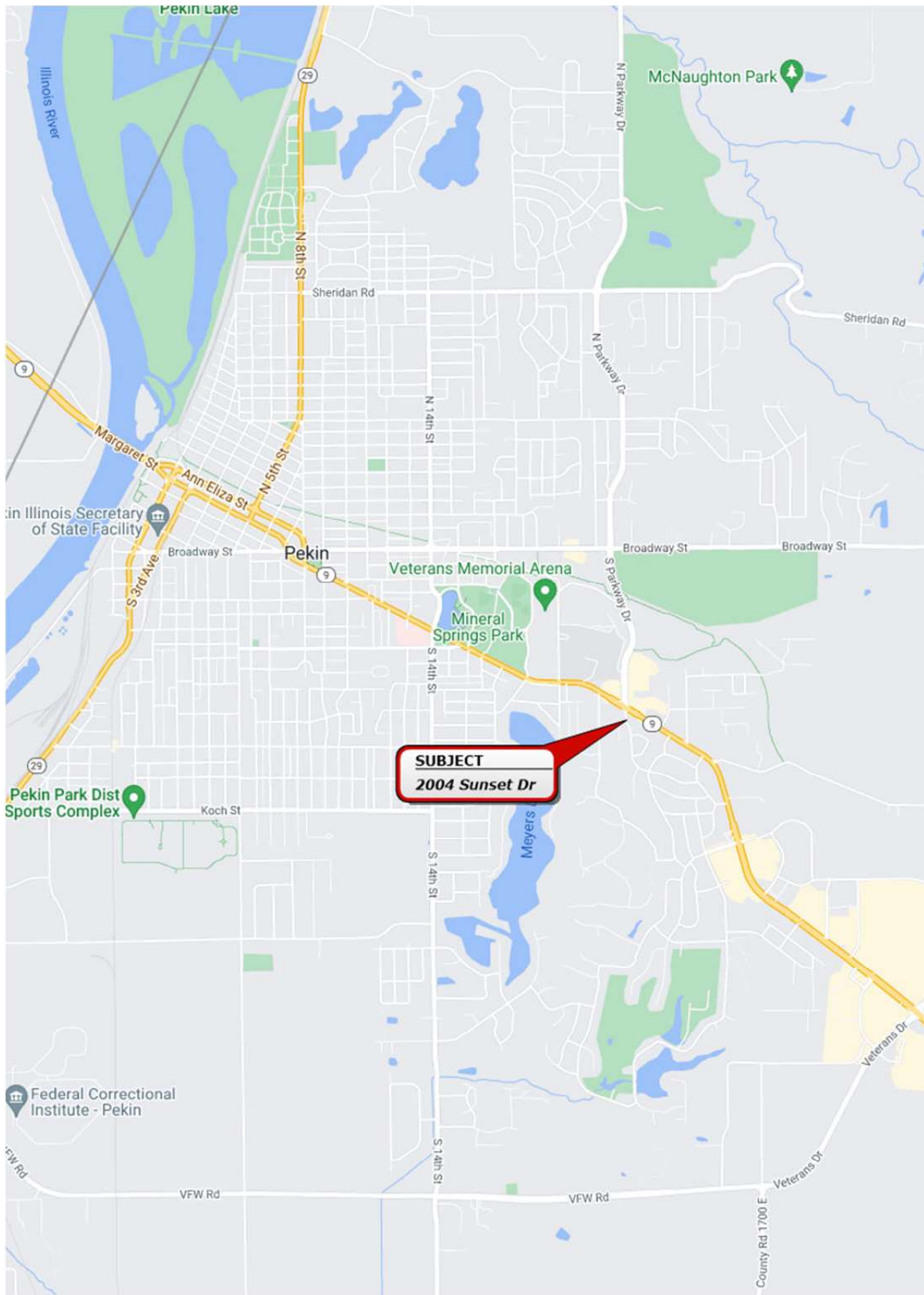
Description: Sunset Drive



Date of Photograph:	March 9, 2023
Photograph By:	Randall L. Neff
Camera Facing:	North

Description: Sunset Drive

Location Map



Attachment: Exhibit B - 2004 Sunset Appraisal Report (3503 : Ordinance No. 4066-23/24 Approve Purchase of Property at 2004 Sunset Drive)

Flood Map

National Flood Hazard Layer FIRMette



Legend

SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AQ, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee. Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/14/2023 at 7:12 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmapped areas cannot be used for regulatory purposes.



Descriptive Analysis of Whole Property: Describe entire property before the taking, including such items as: 1) location and environment; 2) land type and usage; 3) zoning; 4) improvements; 5) special features that serve to detract or enhance; 6) include an analysis of the general area, the neighborhood, and the site; and 7) explain and justify highest and best use if it differs from present use and/or zoning.

Site Description

The site is located on the west side of Sunset Drive south of the intersection of Court Street, Parkway Drive and Sunset Drive. The property is located on the northwest corner of Sunset Drive and Brookview. The site is an irregular shaped tract of land with 65 feet of frontage on Sunset Drive and a total site area of 6,950 square feet.

The front of the site has a gently sloping topography to the south. The remainder of the site slopes to the west and the westerly portion is situated below the grade of the front of the site. Access to the property is from one curb cut on Sunset Drive. The land to building ratio of the property is 20.68:1. Public utilities connected to the property include water, sewer, natural gas and electricity. The site is located in Flood Zone X (area of minimal hazard), according to map panel 1719C 0200E, map date February 17, 2017.

The site is zoned B-3 General Business District by the City of Pekin. The average daily traffic along Sunset Drive in front of the subject property is 2,600, according to IDOT traffic maps. Sunset Drive is a two lane street. Offsite improvements include curb, gutter and sidewalk. Court Street is located one-half block north. The intersection of Court Street, Parkway Drive and Sunset Drive is signalized.

Improvements Description

The site is improved with a single story commercial building constructed in approximately 1953, according to public records. The building is currently used as an office and is owner occupied by Allstate – Brian Strode Agency. The gross building area is estimated to be 336 square feet, based on personal measurement of the structure and a review of public records. There also is a basement partially above grade at the rear of the building.

The exterior walls are block. The roof is hipped and has asphalt composition shingles, gutters and downspouts. Fenestration includes double hung windows and wood and metal doors. The foundation is block and the framing is wood.

The main level of the interior consists of two rooms used as offices. An office and restroom are located in the basement. The interior finish is plaster walls and ceilings, and vinyl laminate floorcovering. Climate control is provided by gas forced air heat and central air conditioning.

A parking lot is located to the rear of the building and there is a single parking space located in the front of the building. Because of the topography of the site, the rear parking lot is situated significantly below street grade and is accessed by a sloped driveway. The basement access from the exterior is not ADA compatible. Other site improvements include steel pylon sign and minimal landscaping.

Real Estate Taxes

In Illinois, real estate is taxed at one third of market of value and real estate taxes are paid in arrears. The most current real estate tax information for the property is for 2021 payable in 2022. The property is classified as Improved Commercial by the Tazewell County Supervisor of Assessments. The following table is a list of the real estate tax information for the property:

Parcel Identification #	04-10-01-314-012
Assessed Homesite Value	\$7,830
Assessed Dwelling Value	\$7,590
Total Assessed Value	\$15,420
Fair Cash Value	\$46,260
Real Estate Taxes	\$1,426.16
Tax Rate	9.248680

The fair cash value is less than the value of the whole opined in this assignment.

Zoning

The zoning classification of the property is B3 General Business District by the City of Pekin. According to the City of Pekin zoning ordinance, the purpose statement of the B-3 District follows:

The B-3 General Business Districts are designed to provide sites for more diversified business types which would often be incompatible with the pedestrian movement in the Local Business District or the Central Business District

The B-3 district permits a number and variety of uses. The permitted uses are listed below:

- Any retail business or service establishment permitted in B-1 and B-2 Districts as principal uses permitted and uses permitted as special uses.
- Car wash, self-serve or truck wash or outdoor car wash.
- Bowling Alleys
- Bus passenger stations
- Clinics
- Governmental offices
- Hotels and motels
- New and used automobile sales and showroom
- Outdoor retail and food sales where liquor is not sold, served or otherwise provided
- Pool or billiard parlor club
- Private clubs or lodge halls
- Retail cold storage establishments
- Self-service laundry and dry cleaning establishments
- Warehousing and storage of materials or goods to be sold at retail
- Other uses similar to the above uses
- Accessory buildings and uses customarily incident to the above permitted uses

Special uses are also permitted after department and administrative approval.

The bulk requirements as are as follows:

Minimum Lot Size: 8,500 square feet

Minimum Lot Width: None

Maximum Height of Structure: 10 Stories or 120 Feet

Minimum Yard Setback:

Front: 10 feet

Side: 10 feet

Rear: 10 feet

Maximum Lot Coverage: No more than 75% of the area of the parcel.

Parking: Number of offstreet parking spaces is determined by use. For new construction with 20 or more parking spaces required, parking is not permitted in front yard.

The property is a legal non-conforming use because the site area is less than the minimum size required and because of the north side setback. However, the use predates the current ordinance. Please be advised that I am not an expert in zoning compliance matters. For more information, please contact the City of Pekin planning and zoning department or refer to www.ci.pekin.il.us.

Sales History of the Subject Property

The Uniform Standards of Professional Appraisal Practice and Illinois Real Estate Appraisal License Law require real estate appraisers to research, analyze and report sales and listing history of the subject property. The property has not sold during the five year period preceding the effective date of appraisal. To my knowledge, the property is not currently under contract or listed for sale. The property has been owned by the current owner since 2005.

Market Area Description

The subject property is located in a southwest section of Pekin along the Court Street corridor. Pekin is part of the metro-Peoria area, which includes Peoria, Tazewell and Woodford Counties. The city is part of the Peoria MSA, which consists of Peoria, Marshall, Stark, Tazewell, and Woodford Counties. Pekin is located on the southeast side of the Illinois River approximately 10 miles south of Peoria. The population of Pekin is approximately 34,000. Pekin is the county seat of Tazewell County.

Major routes through Pekin include Route 9 and Route 29. Route 29 travels along the Illinois River in a north-south direction and connects Pekin with North Pekin, Marquette Heights, Creve Coeur and East Peoria. These cities are located north of Pekin. The Route 29-I-474 interchange is located north of Pekin between Marquette Heights and Creve Coeur. Traveling south out of Pekin on Route 29, the area becomes rural. The area also becomes rural traveling east out of Pekin on Route 9 connects with the town of Tremont and Interstate 155, approximately six to eight miles east of Pekin. Route 9 is known as Court Street in Pekin. Pekin has good linkages to employment, shopping and major roads.

Court Street is a commercial corridor throughout most of Pekin. The property is located one-half block south of the intersection of Parkway Drive and Court Street. The immediate area consists of a high density of commercial properties including restaurant, retail, office, strip centers and convenience stores and gas stations. Properties located at the intersection of Parkway and Court Street include Walgreens, Casey's General Store, strip centers, neighborhood shopping center and a restaurant currently under construction. Residential properties are located in areas to the north and south of Court Street. Larger land users in the immediate area include Pekin High School, Pekin Insurance corporate headquarters and Parkview Golf Course.

The area at the intersection of Court Street and Veterans Drive is the predominant retail node of the City of Pekin. The area is anchored by East Court Village Shopping Center. The center was originally constructed in the 1970's as the Pekin Mall. However, the property has been converted to an outdoor center and includes tenants such as Petco, Hobby Lobby, Tractor Supply Store, U.S. Cellular, Verizon, Sprint, and T-Mobile. Outlots of the center include Applebees, Bob Evans, and Starbucks.

East Court Village II is located across the street from East Court Village and is occupied by Dunham Sports and Aldi. Other retail users in the area include Walmart Super Center, Menard's, RP Home and Harvest, Courtside Shopping Center, fast food and sit-down restaurants, car washes, gas stations and convenience stores and hotels. Avanti's Event Center is located to the north of East Court Village II along Griffin Avenue. Another retail node of Pekin is located at the intersection of Parkway Drive and Court Street. Additional uses in this area include gas stations and convenience stores and Pekin Community High School.

Residential subdivisions are located off of Court Street. Sunset Hills residential subdivision is located on the southwest side of Court Street at the Valle Vista Boulevard intersection. Sunset Hills is one of the largest residential subdivisions in Pekin. The houses in the subdivision are mixed in housing styles and range in age from 15 to 65 years. Sunset Hills is located to the immediate south of the subject property. Sunset Drive is a subdivision arterial.

Highest and Best Use Analysis: Summarize the **support and rationale** for the appraiser's determination of the highest and best use of the subject property. If the property is improved, address both the highest and best use **as vacant**, and of the property **as improved**. Appraiser may provide a Land Only Grid to support highest and best use analysis. A detailed appraisal requires more in-depth analysis. A change in highest and best use requires more in-depth analysis of the subject property before the acquisition and the remainder.

Highest and best use in the appraisal of real estate is defined as follows:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity.¹

The highest and best use analysis involves two separate studies, one considers the site as vacant and ready for development, and the other considers the site as improved. In both analyses, potential uses and users of the property, and the timing of the use are considered. These potential uses must meet four criteria, which are as follows: the use must be legally permissible, physically possible, financially feasible and maximally productive. If the contemplated uses do not meet the first two criteria, then the use is not a possible highest and best use.

In the highest and best use analysis, the problem to be solved is the determination of the most valuable use of the property, either as a vacant site or as it is presently improved. As part of the process and analysis, the most likely and ideal uses of the property as a vacant site and as improved are considered. Determining the ideal improvement aids in identifying depreciation in existing improvements and in selecting comparable sales. The ideal use as a vacant site is compared to the current improved use of the property. Both land sales and improved sales are analyzed in the determination of highest and best use of the property. If it is determined that the highest and best use of the property is as a vacant site, then the improvements have reached the end of their economic life and do not contribute value to the site.

Highest and Best Use as a Vacant Site

The property is zoned B-3 General Business District. A variety of uses are legally permissible including retail and service business establishments permitted in B-1 and B-2 districts. Please refer to the zoning section of the report for a list of permitted uses.

The subject site is an irregular shaped tract of land that has a total site area of 6,950 square feet. The minimum lot size in the B-3 District is 8,500 square feet. The topography of the site is sloping to the west and the westerly portion is situated below street grade. The site has frontage on Sunset Drive and access to the property is from Sunset Drive. The site is located one-half block south of Court Street and the immediate area is a retail node. Sunset Drive is a residential arterial that provides access to Sunset Hills residential subdivision. Physical restrictions of the site are the size and topography. The number of uses and users is limited because of the site size.

The next step in highest and best use is to analyze the financial feasibility of the legally permissible and physically possible uses. For a use to be financially feasible, it must be able to produce a positive return to the land after considering risk and all costs to create and maintain the use.

The subject site size impacts the financial feasibility of potential uses. The site area is less than the required minimum in a B-3 District. Market demand for sites as small as the subject property is limited. Oftentimes adjacent property owner are the most likely users of sites similar to the subject in size. Potential uses of the site if it were vacant are speculation or future commercial development.

It is my opinion the highest and best use of the site if it were vacant on the sale date would be for future development. The most likely purchaser of the property if it were vacant would be an investor.

Highest and Best Use as Improved

In analyzing the highest and best use of the property as improved, the use of the property is analyzed in light of the existing improvements. First, it is determined if the improvements contribute value to the site or if they should be removed and the site redeveloped to another use. If it is determined that the improvements contribute value to the site, alternative

¹ The Dictionary of Real Estate Appraisal, 7th Edition, The Appraisal Institute, 2022, page 88

uses of the improvement are considered. Alternative uses include remodeling, rehabilitating, renovating or enlarging the building. Conversion of the building to another use is also considered.

It is my opinion the improvements contribute value to the site and it is not financially feasible to redevelop the site to another use. It is not physically possible nor financially feasible to enlarge the building. It is financially feasible to repair deferred maintenance. The highest and best use of the property is as improved for continued office/retail use. The most likely purchaser of the property as improved is an end-user.

Valuation Analysis of Whole Property:

As explained in the scope of work section of the report, the sales comparison approach is the only method applied in the valuation of the property. The sales comparison approach is based on the premise that an informed purchaser will pay no more for a property than the cost of acquiring an equally desirable substitute property. An opinion of value is developed by the sales comparison approach by researching and analyzing properties that have sold and are offered for sale. The value influencing characteristics (elements of comparison) of the comparable properties are compared to the subject property. The sales comparison approach is most credible when a sufficient amount of market data comparable to the subject property exists; or, when there is a true and active market for the property.

Sales data of similar properties in the Pekin area are researched, verified and analyzed. From the sales data, comparable sales are identified. The comparable sales are applied in the valuation of the whole property. Descriptions of the comparable sales are included in the back of the report. The comparable sales are summarized and analyzed qualitatively in the following paragraphs:

Comparable sale #1 is located in a north section of Pekin along Willow Street, one-half block east of Florence. The property is located in primarily a residential area. The property sold in August, 2022 for \$42,500. The gross building area of the building is 336 square feet and the sales price calculates to \$126.49 per square foot. The property has a residential zoning classification. The site is narrow and has surplus land. The property is comparable to the subject in gross building area, age and use but is inferior to the subject in location.

Comparable sale #2 is located in East Peoria along Meadow Avenue. The property sold in October, 2021 for \$88,000. The gross building area of the building is 640 square feet and the sales price calculates to \$137.50 per square foot. The building is used as a hair salon and there is an on-site parking lot. Transactional characteristics of the property are comparable to the subject. The topography of the site is level. The property is inferior to the subject in location but superior in gross building area and site.

Comparable sale #3 is located in a central section of East Peoria, one block north of Washington. The property sold in November, 2021 for \$107,500. The gross building area of the building is 900 square feet and the sales price calculates to \$119.44 per square foot. Transactional characteristics of the property are comparable to the subject. The comparable is inferior to the subject in location but superior in gross building area. The topography of the site is level but the site area is inferior to the subject. The property is comparable to the subject in age and property condition.

The comparable sales data is summarized in the following table:

Sale #	Location	Sales Price	Sale Date	Site Area (sf)	GBA (sf)	Price/SF
1	1915 ½ Willow	\$42,500	08/2022	13,209	336	\$126.49
2	1804-08 Meadow	\$88,000	10/2021	17,719	640	\$137.50
3	435 Taylor	\$107,500	11/2021	3,546	900	\$119.44

The sales price per square foot of gross building area and lump sum sales price are analyzed. The subject property is a small building and both the unit price and total sales price are relevant indicators of value. The sales price range of the three comparables is \$42,500 to \$107,500 and \$119.44 to \$137.50 per square foot of gross building area.

All three of the comparable sales are inferior to the subject in location. Comparable sale #1 is located in Pekin in a residential area. Comparable sale #2 is located in an area mixed with residential and commercial uses. Comparable sale #3 is located off of an arterial street. This comparable is also inferior in site area.

Comparable sale #1 is the most similar to the subject in gross building area. Comparable sales #2 and #3 are significantly superior in gross building area. All three comparable sales are comparable to the subject in age and property condition.

In the final value conclusion, it is my opinion that comparable sales #2 and #3 are overall superior to the subject because of the gross building area. Comparable sale #1 is similar to the subject in gross building area but is overall inferior to the subject because of the location and climate control. Based on the analysis of the data, it is my opinion the value of the whole is \$55,000. The final value opinion calculates to \$163.69 per square foot of gross building area.

Conclusion of Value

☒ Before Taking☐ After Taking

Summary of Valuation

1. Indicated Value by Cost Approach	\$	NA
2. Indicated Value by Sales Comparison Approach	\$	\$55,000
3. Indicated Value by Income Approach	\$	N/A
4. Analysis and Correlation of Approaches to Value	\$	N/A
5. Appraiser's Final Opinion of Fair Market Value of Whole Property	\$	\$55,000

Attachment: Exhibit B - 2004 Sunset Appraisal Report (3503 : Ordinance No. 4066-23/24 Approve Purchase of Property at 2004 Sunset Drive)

Narrative Analysis of Taking

Describe the taking in detail including such items as: 1) a description of the land to be taken in relation to its location on the property; 2) its use; 3) its type and classification; 4) its topography; and 5) any other special features, improvements or unusual characteristics.

The proposed taking is located across the entire Sunset Drive frontage of the property. The point of beginning of the proposed right of way is located at Station 173+73.54. The depth of the taking on the north side property line is 7.03 feet and the depth on the south property line is 0.68' feet. The total land area in the proposed taking is 244 square feet. The land area in the proposed right of way includes paving and grass. The topography is sloping.

In developing an opinion of value of the part taken as part of the whole, the comparable land sales included in the report are given consideration. The contributory value of the paving is included in the part taken value. The opinion of market value of the property taken, including improvements if any, as part of the whole is \$1,500

Narrative Analysis of Remainder And After Value Opinion

Explain the effect of the taking on the remainder including such items as division of property, landlocking, change in highest and best use, proximity damage, access after taking, economic size, overimprovements, effect of construction features such as cuts and fills, change in drainage or effect on existing drainage, effect of taking on lease agreements, special benefits, and other items that will explain the appraiser's opinion of the after value.

Support the value of the remainder rather than estimating damages. The appraiser should use the applicable sales comparison approach to value the remainder. See Section 3.5.2 before using the cost or income approaches. When cost to cure is considered in valuing the remainder, the appraiser should discuss the source of the cost to cure in the appraisal report.

Fair Market Value of Remainder as Part of the Whole Before Taking	\$	\$53,500
Fair Market Value of Remainder After the Taking as will be Affected by Contemplated Improvements	\$	\$48,500
Damage to Remainder	\$	\$5,000

The proposed right of way will be used for the Court Street improvement project. The proposed right of way is a strip of land located across the front of the property along Sunset Drive. The land area of the remainder is 6,706 square feet, representing a reduction in size of approximately 3.5%. The building is currently located approximately 19 to 20 feet from the existing right of way at the north property line. In the remainder property, the building will be located approximately 12 feet from the new right of way line. However, the new right of way line tapers to the south property line and the building's proximity to the right of way line increases to the south. There is a parking space located in the proposed right of way.

The effect of the taking on the remainder is the loss of land, loss of parking space and closer proximity of the building to the new right of way. In the remainder, parking will not be available in the front of the building. Parking is available in the rear but the site slopes downward to the rear and the elevation of the rear is below the elevation of the front entrance to the building. Access to the front entrance to the building from the parking area is a sloped driveway.

The highest and best use of the remainder is the same as the whole. Access to the remainder is also the same as the whole. The comparable sales applied in the valuation of the whole are applied in the valuation of the remainder. It is my opinion the value of the remainder is \$48,500. The remainder suffers damages because of the loss of the front parking space.

Valuation of Easements

1.	Description	Easement No.: 1	Easement No.:	Easement No.:
	Type of Easement	Temporary		
	Purpose of Easement	Sidewalk and Entrance Construction, Grading and Shaping		
	Term of Easement, if Temporary	4 Years		
	Station to Station	N/A		
	Land Classification	Commercial		
	Present Use	Commercial		
	Highest and Best Use	Commercial		
	Area of Easement	573		
	Sq. Ft. or Acres	☐ Acre ☒ Sq. Ft.	☐ Acre ☐ Sq. Ft.	☐ Acre ☐ Sq. Ft.
	Building Improvements in Easement to be Acquired	None		
	Land Improvements in Easement to be Acquired	None		
	Land Improvements in Easement not to be Acquired	Paving		

2. *a. Market Value of the Whole Remainder Property Before the Imposition of the Easement(s) \$ 48,500
- b. Market Value of the Easement Area(s) as it Contributes to the Remainder Property Before the Imposition of the Easement(s) \$ 3,400
- c. Market Value of the Easement Area(s) as it Contributes to the Remainder Property After the Imposition of the Easement(s) \$ 2,300
- d. Diminution or Change of Market Value of Easement Area(s) (b-c) \$ 1,100
- e. Market Value of the Remainder Property Outside the Easement Area(s) Before the Imposition of the Easement(s) (a-b) \$ 45,100
- f. Market Value of the Remainder Property Outside the Easement Area(s) After the Imposition of the Easement(s) \$ 45,100
- g. Diminution or Change of Market Value of the Remainder Property Outside the Easement Area(s) due to the Imposition of the Easement(s) (e-f) \$ 0
- h. Total Compensation for Easement(s) \$ 1,100

*See form instructions for Part 2 for directions on how to consider damages both inside and outside easement area(s). Permanent easements must be considered first and temporary easements last.

3. Explanation (see form instructions for requirements).

The temporary easement is needed for the purpose of entrance and sidewalk construction, grading and shaping. The temporary easement will terminate four years from the execution date or on the completion of the proposed project, whichever is the sooner.

It is my opinion the remainder property outside of the easement area is not impacted by the imposition of the easement. Therefore, the remainder property does not suffer damages because of the temporary easement.

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 \$7,600 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.



Appraiser Name: Randall L. Neff, MAI, SRA
 License Type: Certified General Real Estate Appraiser

Appraiser Signature
 IL License # 553.001153 Expires: 9/30/23

Additional Comments:

In addition to the certifications previously presented, I further certify that:

The reported analyses, opinions, and conclusions of this report have been prepared in conformity with the requirements of the Code of Professional Ethics, and the Standards of Professional 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 representatives. As of the date of appraisal, Randall L. Neff, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute.

Comparable Sale Data

	Comparable Sale No.: I-1	
	Seller: Sheila Faye Zahn	
	Purchaser: Phil and Diana Cousineau	
	Sale Date: August, 2022	
	County: Tazewell	
	Deed Type: Warranty Deed	Document Number: 2022-00012438
	Verified Sale Price: \$42,500	
	Unit Price (if applicable): \$126.49 per SF of Building Area	
	Zoning: R-3 One Family District	
	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: Kibbie Christenberry of Kaebel Realtor		
Name of appraiser(s) who verified this sale (date sale was verified): Randall L. Neff (February, 2023)		
Name of appraiser(s) who inspected this sale (date of inspection): Randall L. Neff (March, 2023)		
Secondary data sources used to verify this sale: Public Records, MLS		
Additional comments on verification process (if applicable): N/A		
Address: 1915 1/2 Willow Street		
PIN(s): 04-04-36-112-037		
Location Description: Pekin, Illinois 61554		
Legal Description: Willow Addition West 35' of Lot 7		
Description of the Land Area (Acres): 0.303 Area (SF): 13,209 Describe relevant site details below: Rectangular shaped lot located on the north side of Willow Street. Site dimensions are 35' x 377.4'. The following utilities and services are available to this site: Electricity ☒ Water ☒ Gas ☒ Sanitary Sewer ☒ Comments: <u>Allocation of Value (if applicable):</u> Value Allocated to Land Unit Value of Land Select Dropdown	Description of the Improvements (if applicable) Describe relevant building improvement details below: One story vinyl sided commercial building constructed in 1961. Gross building area is 336 square feet and there is no basement. Climate control is forced air heat and wall a/c unit. Describe relevant site improvement details below: Parking lot <u>Allocation of Value (if applicable):</u> Value Allocated to Improvements	
Use the space below to provide additional explanation of relevant details (use an additional page if necessary): According to the broker, equipment was included in the sale price but was not allocated. Equipment included shampoo bowls, chairs and other items. The buyer converted the property to a residence after the sale.		

Comparable Sale Data



Comparable Sale No.:	I-3
Seller:	Van Oppen Trust
Purchaser:	TW & Daughter's LLC
Sale Date:	October, 2021
County:	Tazewell
Deed Type:	Trustee Deed
Document Number:	2021-00018519
Verified Sale Price:	\$88,000
Unit Price (if applicable):	\$137.50 per SF of Building Area
Zoning:	B-3 Business Service District
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: Alesa Marusich/Professional Leasing and Realty
 Name of appraiser(s) who verified this sale (date sale was verified): Randall Neff (October, 2021)
 Name of appraiser(s) who inspected this sale (date of inspection): Randall Neff (October, 2021)
 Secondary data sources used to verify this sale: Public Records, MLS
 Additional comments on verification process (if applicable): N/A

Address: 1804-1808 Meadow Avenue
 PIN(s): 05-05-02-102-001, 002 and 005
 Location Description: East Peoria, Illinois 61611
 Legal Description: Gibbons 1st Addition Highway Village Lots 228, 229 and 349

Description of the Land
 Area (Acres): 0.407 Area (SF): 17,719

Describe relevant site details below:
 Irregular shaped tract of land located on the southwest side of Meadow Avenue. Level to gently sloping 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:
 A one story vinyl sided building built in 1952. Gross building area is 640 square feet and there is no basement. Climate control is FA/CAC.

Describe relevant site improvement details below:
 Parking lot, concrete ADA ramp

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 used as a hair salon.

Comparable Sale Data



Comparable Sale No.: I-3			
Seller:		Dennis and Martha Tucker	
Purchaser:		Two Plus Three	
Sale Date:		November, 2021	
County:		Tazewell	
Deed Type:	Warranty Deed	Document Number:	2021-00021106
Verified Sale Price:		\$107,500	
Unit Price (if applicable):		\$119.44 per SF of Building Area	
Zoning:		B-2 General Business District	
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: Mike O'Bryan/RE/MAX Traders Unlimited
 Name of appraiser(s) who verified this sale (date sale was verified): Randall Neff (February, 2023)
 Name of appraiser(s) who inspected this sale (date of inspection): Randall Neff (February, 2023)
 Secondary data sources used to verify this sale: Public Records, MLS
 Additional comments on verification process (if applicable): N/A

Address: 435 Taylor Street
 PIN(s): 01-01-33-323-021
 Location Description: East Peoria, Illinois 61611
 Legal Description: Mosimans Subdivision Part of the E 58' Lot L and Lot 1A

Description of the Land
 Area (Acres): 0.081 Area (SF): 3,546

Describe relevant site details below:
 Rectangular shaped site located on the southwest corner of Taylor Street and Division 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:
 A one story sided building originally constructed as a residence in 1933. The gross building area is 900 square feet. Climate control is FA/CAC. Building has a partial basement.

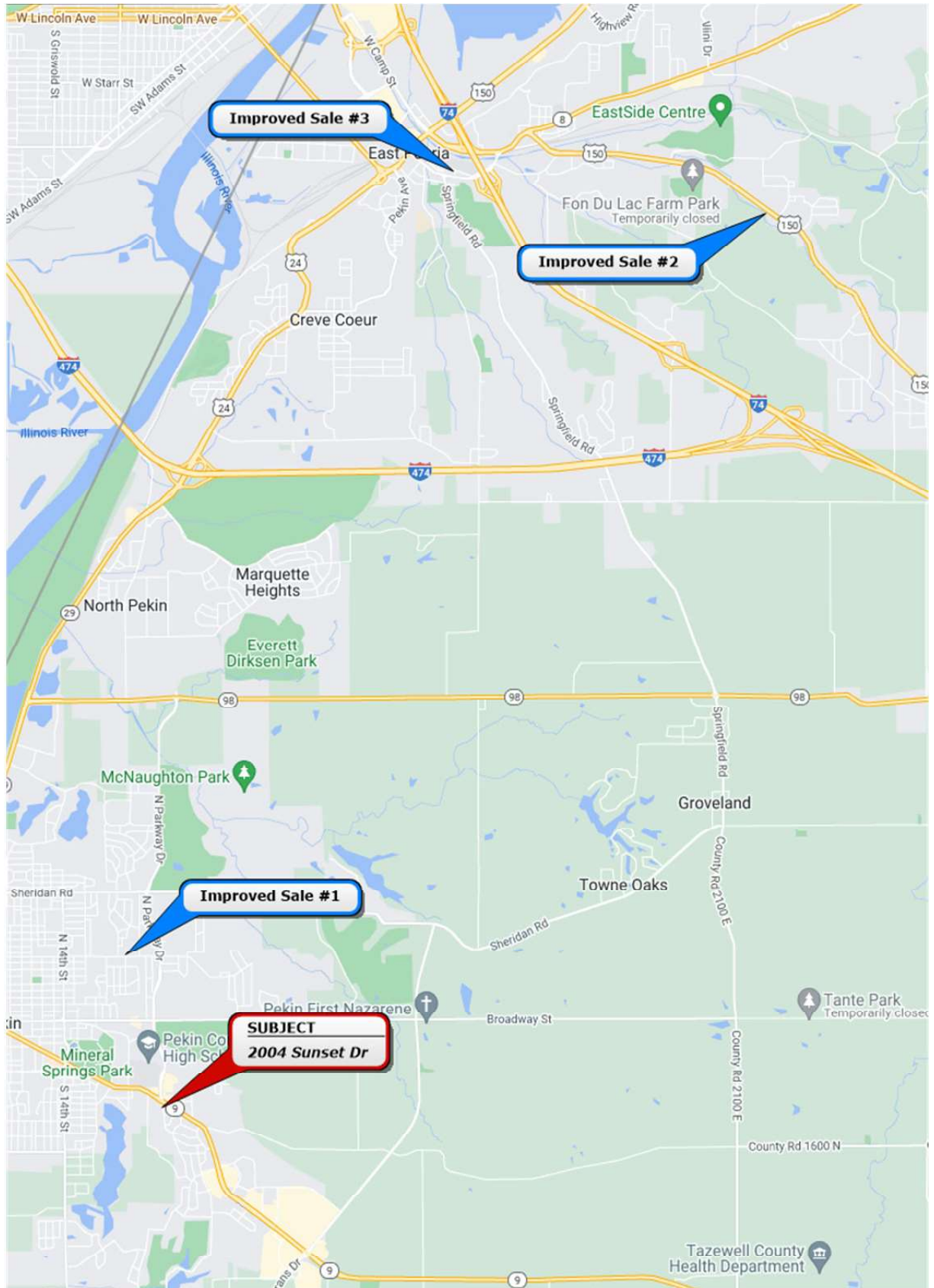
Describe relevant site improvement details below:
 Parking lot

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):

Comparable Improved Sales Map



Comparable Sale Data

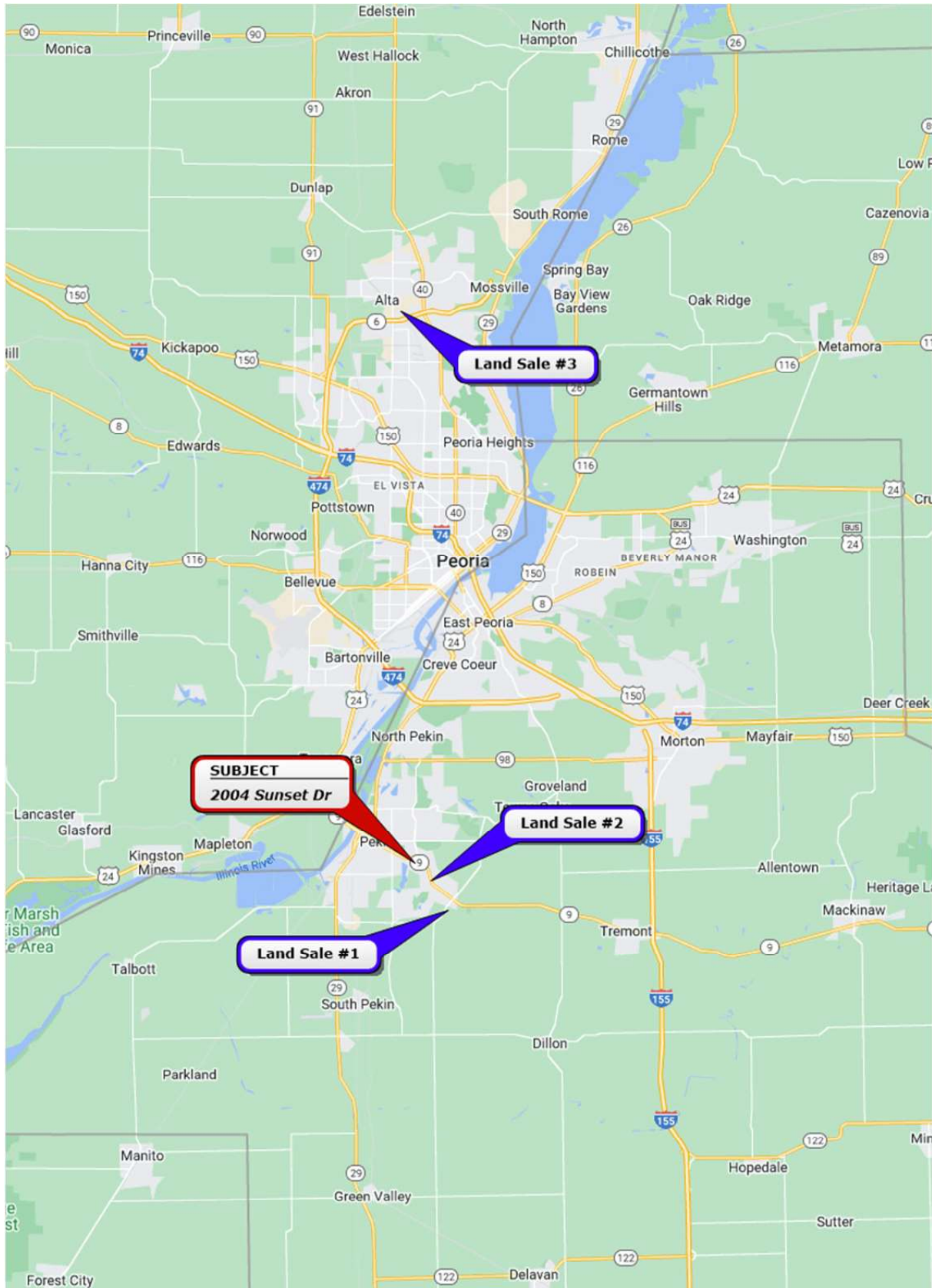
	Comparable Sale No.: L-1	
	Seller: East Court Village, LLC	
	Purchaser: La Fiesta of Pekin, Inc.	
	Sale Date: March, 2021	
	County: Tazewell	
	Deed Type: Warranty Deed	Document Number: 2021-00005099
	Verified Sale Price: \$450,000	
	Unit Price (if applicable): \$8.54 per SF of Land Area	
	Zoning: B-3 General Business District	
	Highest and Best Use: Commercial 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: Ken Diana of Cullinan Properties		
Name of appraiser(s) who verified this sale (date sale was verified): Randall Neff (December, 2022)		
Name of appraiser(s) who inspected this sale (date of inspection): Randall Neff (December, 2022)		
Secondary data sources used to verify this sale: Public Records, Transfer Declaration		
Additional comments on verification process (if applicable): None		
Address: 100 Commercial Street		
PIN(s): 11-11-07-310-001		
Location Description: Pekin, Illinois 61554		
Legal Description: East Court Village Sub Lot 6		
Description of the Land Area (Acres): 1.21 Area (SF): 52,708 Describe relevant site details below: An irregular shaped tract of land located at the intersection of Veterans Drive and Commercial Street. The site has a level topography The following utilities and services are available to this site: Electricity ☒ Water ☒ Gas ☒ Sanitary Sewer ☒ Comments: <u>Allocation of Value (if applicable):</u> 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 <u>Allocation of Value (if applicable):</u> 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 development of a restaurant.		

Comparable Sale Data

	Comparable Sale No.: L-2	
	Seller: Busey Bank	
	Purchaser: Beck Oil Company of Illinois	
	Sale Date: November, 2018	
	County: Tazewell	
	Deed Type: Warranty Deed	Document Number: 2018-00015499
	Verified Sale Price: \$260,000	
	Unit Price (if applicable): \$7.07 per SF of Land Area	
	Zoning: B-3 General Business	
	Highest and Best Use: Commercial 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: Seller/buyer representative unsuccessful		
Name of appraiser(s) who verified this sale (date sale was verified): Randall Neff (November, 2022)		
Name of appraiser(s) who inspected this sale (date of inspection): Randall Neff (November, 2022)		
Secondary data sources used to verify this sale: Public Records, Newspaper		
Additional comments on verification process (if applicable): Verification with seller/buyer was unsuccessful		
Address: 2900 Court Street		
PIN(s): 10-10-12-216-009		
Location Description: Pekin, Illinois 61554		
Legal Description: Sunset Hills Extension 10 Lot B of Lot 1		
Description of the Land Area (Acres): 0.84 Area (SF): 36,784 Describe relevant site details below: Rectangular site located on the southwest corner of Court Street and Valle Vista Boulevard. The following utilities and services are available to this site: Electricity ☒ Water ☐ Gas ☒ Sanitary Sewer ☒ Comments: <u>Allocation of Value (if applicable):</u> Value Allocated to Land Unit Value of Land Select Dropdown	Description of the Improvements (if applicable) Describe relevant building improvement details below: Branch bank building Describe relevant site improvement details below: Parking lot <u>Allocation of Value (if applicable):</u> Value Allocated to Improvements	
Use the space below to provide additional explanation of relevant details (use an additional page if necessary): The site was improved with a branch bank on the sale date. The building was demolished and the site was redeveloped with a car wash.		

Comparable Sale Data

	<table border="1"> <tr> <td colspan="2">Comparable Sale No.: L-3</td> </tr> <tr> <td colspan="2">Seller: Commerce Bank</td> </tr> <tr> <td colspan="2">Purchaser: Peoria Hospital Mobile Medical Services</td> </tr> <tr> <td colspan="2">Sale Date: March, 2021</td> </tr> <tr> <td colspan="2">County: Peoria</td> </tr> <tr> <td>Deed Type:</td> <td>Special Warranty Document Number: 2021-005847</td> </tr> <tr> <td colspan="2">Verified Sale Price: \$240,000</td> </tr> <tr> <td>Unit Price (if applicable):</td> <td>\$4.67 per SF of Land Area</td> </tr> <tr> <td colspan="2">Zoning: C-2 Large Scale Commercial</td> </tr> <tr> <td colspan="2">Highest and Best Use: Commercial Development</td> </tr> <tr> <td colspan="2">Property Rights Conveyed: Fee Simple</td> </tr> <tr> <td colspan="2">Financing: Market Financing (or Cash)</td> </tr> <tr> <td colspan="2">Conditions of Sale: Market / Arm's-Length</td> </tr> </table>	Comparable Sale No.: L-3		Seller: Commerce Bank		Purchaser: Peoria Hospital Mobile Medical Services		Sale Date: March, 2021		County: Peoria		Deed Type:	Special Warranty Document Number: 2021-005847	Verified Sale Price: \$240,000		Unit Price (if applicable):	\$4.67 per SF of Land Area	Zoning: C-2 Large Scale Commercial		Highest and Best Use: Commercial Development		Property Rights Conveyed: Fee Simple		Financing: Market Financing (or Cash)		Conditions of Sale: Market / Arm's-Length	
Comparable Sale No.: L-3																											
Seller: Commerce Bank																											
Purchaser: Peoria Hospital Mobile Medical Services																											
Sale Date: March, 2021																											
County: Peoria																											
Deed Type:	Special Warranty Document Number: 2021-005847																										
Verified Sale Price: \$240,000																											
Unit Price (if applicable):	\$4.67 per SF of Land Area																										
Zoning: C-2 Large Scale Commercial																											
Highest and Best Use: Commercial Development																											
Property Rights Conveyed: Fee Simple																											
Financing: Market Financing (or Cash)																											
Conditions of Sale: Market / Arm's-Length																											
<table border="1"> <tr> <td>Name of party to the transaction with whom this sale was verified:</td> <td>Buyer representative/Todd Baker of AMT</td> </tr> <tr> <td>Name of appraiser(s) who verified this sale (date sale was verified):</td> <td>Randall Neff (November, 2021)</td> </tr> <tr> <td>Name of appraiser(s) who inspected this sale (date of inspection):</td> <td>Randall Neff (November, 2021)</td> </tr> <tr> <td>Secondary data sources used to verify this sale:</td> <td>Public Records</td> </tr> <tr> <td>Additional comments on verification process (if applicable):</td> <td>N/A</td> </tr> </table>		Name of party to the transaction with whom this sale was verified:	Buyer representative/Todd Baker of AMT	Name of appraiser(s) who verified this sale (date sale was verified):	Randall Neff (November, 2021)	Name of appraiser(s) who inspected this sale (date of inspection):	Randall Neff (November, 2021)	Secondary data sources used to verify this sale:	Public Records	Additional comments on verification process (if applicable):	N/A																
Name of party to the transaction with whom this sale was verified:	Buyer representative/Todd Baker of AMT																										
Name of appraiser(s) who verified this sale (date sale was verified):	Randall Neff (November, 2021)																										
Name of appraiser(s) who inspected this sale (date of inspection):	Randall Neff (November, 2021)																										
Secondary data sources used to verify this sale:	Public Records																										
Additional comments on verification process (if applicable):	N/A																										
<table border="1"> <tr> <td>Address:</td> <td>W. Van Winkle Way</td> </tr> <tr> <td>PIN(s):</td> <td>09-31-401-001</td> </tr> <tr> <td>Location Description:</td> <td>Peoria, Illinois 61615</td> </tr> <tr> <td>Legal Description:</td> <td>SUD Plaza Subdivision Section 2 Lot 2</td> </tr> </table>		Address:	W. Van Winkle Way	PIN(s):	09-31-401-001	Location Description:	Peoria, Illinois 61615	Legal Description:	SUD Plaza Subdivision Section 2 Lot 2																		
Address:	W. Van Winkle Way																										
PIN(s):	09-31-401-001																										
Location Description:	Peoria, Illinois 61615																										
Legal Description:	SUD Plaza Subdivision Section 2 Lot 2																										
Description of the Land Area (Acres): 1.180 Area (SF): 51,401 Describe relevant site details below: An irregular shaped tract of land located on the southeast corner of Allen Road and W. Van Winkle Way The following utilities and services are available to this site: <table border="0"> <tr> <td>Electricity</td> <td>☒</td> <td>Water</td> <td>☒</td> </tr> <tr> <td>Gas</td> <td>☒</td> <td>Sanitary Sewer</td> <td>☒</td> </tr> </table> Comments: <u>Allocation of Value (if applicable):</u> Value Allocated to Land Unit Value of Land Select Dropdown	Electricity	☒	Water	☒	Gas	☒	Sanitary Sewer	☒	Description of the Improvements (if applicable) Describe relevant building improvement details below: None Describe relevant site improvement details below: None <u>Allocation of Value (if applicable):</u> Value Allocated to Improvements																		
Electricity	☒	Water	☒																								
Gas	☒	Sanitary Sewer	☒																								
Use the space below to provide additional explanation of relevant details (use an additional page if necessary): There is a deed restriction included in the conveyance of the property. The property cannot be used for financial Institution purposes for 10 years.																											



PENNS INC
 C-94-025-21
 P118
 04-10-01-314-012
 WARRANTY DEED

PART OF SUBLOT 3 IN FLOQUET'S 2ND SUBDIVISION BEING RECORDED IN PLAT BOOK "Q", PAGE 1, IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBLOT 3; THENCE SOUTH 00 DEGREES 53 MINUTES 38 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SUNSET DRIVE, 65.01 FEET TO THE SOUTHEAST OF SAID SUBLOT 3; THENCE NORTH 72 DEGREES 50 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBLOT 3, 0.68 FEET; THENCE NORTH 06 DEGREES 11 MINUTES 03 SECONDS WEST, 66.83 FEET TO THE NORTH LINE OF SAID SUBLOT 3; THENCE SOUTH 76 DEGREES 27 MINUTES 42 SECONDS EAST, ALONG SAID NORTH LINE, 7.03 FEET TO THE POINT OF BEGINNING.

THE SAID TRACT OF LAND CONTAINS 244 SQUARE FEET, MORE OR LESS, OR 0.006 ACRES, MORE OR LESS.

Packet Pg. 1052

PENNS INC
 C-94-025-21
 P118
 04-10-01-314-012
 TEMPORARY EASEMENT

PART OF SUBLOT 3 IN FLOQUET'S 2ND SUBDIVISION BEING RECORDED IN PLAT BOOK "Q", PAGE 1, IN THE TAZEWELL COUNTY RECORDER'S OFFICE, LYING IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, STATE OF ILLINOIS, BEING DESCRIBED IN DETAIL AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBLOT 3; THENCE NORTH 76 DEGREES 27 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF SAID SUBLOT 3, 7.03 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING, THENCE SOUTH 06 DEGREES 11 MINUTES 03 SECONDS EAST, 64.99 FEET; THENCE NORTH 68 DEGREES 32 MINUTES 50 SECONDS WEST, 10.16 FEET; THENCE NORTH 06 DEGREES 11 MINUTES 03 SECONDS WEST, 61.42 FEET; THENCE NORTH 81 DEGREES 13 MINUTES 54 SECONDS EAST, 5.16 FEET TO THE NORTH LINE OF SAID SUBLOT 3; THENCE SOUTH 76 DEGREES 27 MINUTES 42 SECONDS EAST, 4.09 FEET TO THE POINT OF BEGINNING.

THE SAID TRACT OF LAND CONTAINS 573 SQUARE FEET, MORE OR LESS, OR 0.013 ACRES, MORE OR LESS.

