

**CITY OF PEORIA
C O N T R A C T**

11-15

This agreement, made and entered into this 15th day of January A.D., 2016 by and between the City of Peoria, a municipal corporation, party of the first part, and Municipal Code Corporation, PO 2235, Tallahassee, FL 32316, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Municipal Code Corporation will provide Code Analysis and Printing for the City of Peoria per the attached bid specifications, Municipal Code Contract terms (removing the automatic renewal) and pricing beginning January 15, 2016 and ending January 14, 2019.

THE CITY OF PEORIA

By 
City Manager

PARTY OF THE SECOND PART

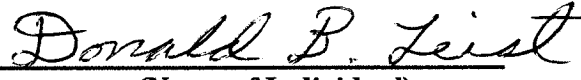
Municipal Code Corporation
(Name of individual, firm, or corporation)

By _____
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

By 
(Name of Individual)

APPROVED LEGAL DEPARTMENT

By 
(Name of Individual)

APPROVED USING DEPARTMENT

By 
(Department Head)



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

January 22, 2016

THIS CONTRACT, between the **CITY OF PEORIA, ILLINOIS** (City), a municipal corporation, and **MUNICIPAL CODE CORPORATION** (Contractor), a Florida corporation, whose address is PO Box 2235, Tallahassee, FL 32316.

1. RECITALS:

- 1.1 The City desires to use the services of the Contractor for the purpose of providing Codification, Supplementation, printing and online hosting of the Peoria City Code, Zoning Ordinance and Land Development Code.
- 1.2 The Contractor has agreed to provide the services outlined in Exhibit A and B, upon the terms and conditions set forth in this Contract. Contractor will perform no service under this Contract until direction from an authorized City employee is issued and received by Contractor.

2. **TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION:** The services to be provided under this Contract shall commence on the Contract Execution date, and shall continue for a period of three (3) years, thereafter, the Supplement Service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

3. **PRICE:** The City will pay the Contractor for the performance of this Contract at the prices specified in the Contractor's proposal. Pricing shall be valid throughout the term of the contract.

4. **FINANCIAL OBLIGATIONS OF CITY:** This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

5. **CONTRACT DEFINED:** This Contract incorporates, herein by reference, the terms and conditions of the following documents. If there is a conflict among the documents, their terms and conditions shall prevail in the following order:

- 5.1 Contractor's Proposal, Exhibit A
- 5.2 Contractor's updated pricing quotation sheet, Exhibit B
- 5.3 Request for Proposal, City of Peoria #11-15, Exhibit C
- 5.4 Certificate of Insurance & Workers' Compensation

6. **SERVICE OF NOTICES:** All required notices shall be deemed to have been validly given if delivered in person or by first class mail to the City at the following address:

CITY OF PEORIA
City of Peoria Purchasing Manager
419 Fulton, Room 108
Peoria, IL 61602


7. **COMPLIANCE WITH THE LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Illinois. The Contractor will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, especially sections of the Occupational Safety and Health Administration (OSHA) regulations, latest revised addition, which provide for job safety and health protection for workers, applicable to the performance of the Contractor under this Contract. The City assumes no duty to insure that the Contractor follows the safety regulations issued by OSHA.

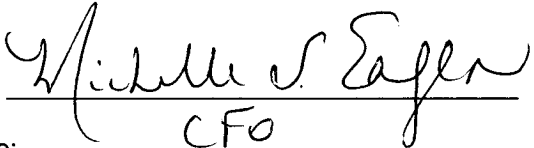
8. **INSURANCE:** The Contractor shall not begin any work until the Contractor proves to the City's Purchasing and Contracts Division that it has obtained, at Contractor's own expense, all required insurance as specified below. Liability insurance must be of the occurrence form. Deviations from the requirements listed below must be submitted to and approved by the City.

- 8.1 COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY insurance must cover bodily injury, property damage and personal injury with limits of no less than \$1,000,000 per occurrence.
- 8.2 WORKERS' COMPENSATION coverage must be provided, as statutorily required for persons performing work under this Contract. Contractor must provide City with proof of Employer's Liability coverage with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.
- 8.3 CERTIFICATE OF INSURANCE: As evidence of the insurance coverage as required by this Contract, the Contractor and their subcontractors, shall furnish a certificate of insurance to:
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- 8.4 CONTINUATION OF COVERAGE: The Contractor shall not cancel, materially change or fail to renew insurance coverage. The Contractor shall notify the Purchasing Manager of any material reduction or exhaustion of aggregate limits. Any insurance bearing on adequacy of performance (warranty or guarantee) shall continue after completion of the contract for the full guaranteed period. If any policy lapses or is canceled before final payment by the City to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the City may deem such failure to be a breach of this Contract.
- 8.5 RESPONSIBILITY FOR PAYMENT OF DAMAGES: Nothing contained in these insurance requirements shall limit the Contractor's responsibility for damages resulting from Contractor's operations under this contract.
9. INDEMNITY: The Contractor hereby releases and agrees to indemnify, defend and save harmless the City and its agents from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, excepting a claim arising from interpretation of language or images contained in the Code, as published in print or electronically, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Contract and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Contractor's operations.
10. STATUS OF CONTRACTOR: The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the City. The Contractor will not be supervised by any employee or official of the City, nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole expense. **The Contractor is not entitled to Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract.** This Contract is not exclusive; the Contractor may contract with other parties.
11. TERMINATION: Either party may terminate this Contract by giving the other party sixty (60) days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination.
12. TRANSFERENCE AND AMENDMENTS: The Contractor may not transfer this Contract to a third party, nor in any way amend this Contract without prior written consent of the City.
13. VERIFICATION REGARDING ILLEGAL ALIENS: Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration.
14. DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.


EXECUTED this 27 day of January, 2016.
(Do not date until signed by both parties)

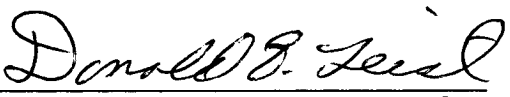
CONTRACTOR: MUNICIPAL CODE CORPORATION

By: 
Title: PRESIDENT

By: 
Title: CFO

CITY: CITY OF PEORIA, ILLINOIS

By: 
Title: City Manager

By: 
Title: Corporation Counsel

**EXHIBIT B
December 3, 2015
Updated Pricing Quotation Sheet**

Conversion of the Code of Ordinances

- (U) Given that we are your current codifier, no conversion into our database is necessary, no transition time is required and no interruption in service will take place.

Supplement Service Base Page Rate¹

Page Format	Base Page Rate
Double Column	\$18 per page
Single Column Appendix C – LDC	\$18 per page

Base page rate above includes:

- (U) Acknowledgement of material
- (U) Data conversion, as necessary
- (U) Editorial work
- (U) Proofreading
- (U) Updating the index
- (U) Schedule as selected by you²
- (U) Updating electronic versions³ and online code
- (U) Printing 1 - 25 copies (currently 23 copies are requested)

Base page rate above excludes:

- (U) **Blank supplement pages** **No Charge**
- (U) Freight, pre-billed Actual freight
- (U) State sales tax If applicable
- (U) Graphics⁴ & tabular⁵ matter, per page \$10
- (U) Color printing No Charge
- (U) Code on Internet (*Rate Reduced*) Selections on quotation sheet

Electronic media options for Code of Ordinances (Sent via download)⁶

- Folio Bound Views \$100 per update
- WORD (DOCX) \$75 per update
- Adobe PDF of the code \$75 per update
- Adobe PDF of each supplement \$75 per update

Additional copy orders

- (U) Complete set of code pages, printed with tabs \$66
- (U) Complete set of code pages, printed with tabs and a 3 ring binder \$78
- (U) Freight Actual freight

Payment for Supplements and Additional Services: Invoices will be submitted upon shipment of project(s).

¹ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.
² Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.
³ We do not charge a per page rate for updating the internet; however a handling fee is charged for PDF, Word, Folio or additional electronic media items.
⁴ Includes printing all copies. Graphics, images and tables are invoiced per page - not per graphic. Thus, if five graphics fall on one page, the City will only be invoiced the \$10 once.
⁵ Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.
⁶ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, Folio or Word, via one of the afore-mentioned mediums.

Online Services Quotation Sheet

Currently, you are invoiced \$650 each March. This bill includes hosting, CodeBank and CodeBank Compare. Pricing will be adjusted accordingly depending upon the option selected by the City. Please note that all options listed below will reflect a reduced rate for online service. We recommend enrolling in Option 3, as you will continue to receive the current services in which you are enrolled and you will gain the OrdBank/OrdLink feature for \$50 less!

- | | |
|---|--|
| <input type="checkbox"/> Code Online Option 1 <ul style="list-style-type: none"> • Annual hosting • Custom Banner • MuniPRO | \$250 annually |
| <input type="checkbox"/> Code Online Option 2 <ul style="list-style-type: none"> • Annual hosting • Custom Banner • MuniPRO • CodeBank • CodeBank Compare + eNotify | \$500 annually |
| <input checked="" type="checkbox"/> Code Online Option 3 <ul style="list-style-type: none"> • Annual hosting • Custom Banner • MuniPRO • CodeBank • CodeBank Compare + eNotify • OrdBank + OrdLink | <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">\$600 annually</div> |

A la carte pricing:

Online services can be purchased a la carte at the following rates and added to the selected option above.

- | | |
|---|--------------|
| <input type="checkbox"/> CodeBank (annually) | \$150 |
| <input type="checkbox"/> MuniPRO (annually) | \$295 |
| <input type="checkbox"/> Custom banner (onetime fee) | \$250 |
| <input type="checkbox"/> CodeBank Compare⁷ + eNotify (annually) | \$250 |

ORDINANCES PENDING CODIFICATION (Only select one option if selecting services a la carte)

Option 1) OrdBank

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee | \$35 |
| <input type="checkbox"/> Flat annual fee | \$600 |

Option 2) OrdBank + OrdLink

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee | \$60 |
| <input type="checkbox"/> Flat annual fee | \$700 |

Archival OrdBank for legislation prior to the start of the OrdBank service.

- | | |
|---|------------------|
| <input type="checkbox"/> Archival of ordinances, per document | \$25 each |
|---|------------------|

We have ordinances on hand from 16813-17268 however we are able to link to all legislation listed on the Code Comparative Table if provided to us by the City. The City can add historical legislation to the OrdBank anytime in order to spread the costs over the years.

MuniDocs⁸ fees

- No initial set up fee as the City Code is currently posted online with Municode
- Annual pricing can be adjusted based on the average number of documents per year.

Updating the online MuniDocs annually (2016 – forward; invoiced annually) \$750

Fee includes up to 100 documents annually; additional documents to be invoiced at \$7.50 per document added. Additional documents invoiced annually.

Historical MuniDocs⁹ Quotation on request

Add documents prior to 2016 to MuniDocs. Pricing based on the number of documents.

Specification of Documents to Post. Please provide the document classification of the material to be added into the MuniDocs. This will be the classification utilized online for public access. Example: City Council Minutes, Commission Minutes, Agendas, Resolutions, etc. Please write in the specific documents.

- Minutes _____
- Council Minutes _____
- Committee Minutes _____
- Agendas _____
- Resolutions _____
- Budgets _____
- Other _____
- Other _____
- Other _____

⁸ Documents must be provided in a WORD or PDF electronic format and each file must be named individually in a consistent format (Such as Date and name: Council Minutes October 10, 2015 or Budget 10/10/2015).

⁹ The City will be responsible for sending any data in a WORD or PDF electronic format for posting. Scanning of hard copy material is not included and will be assessed an additional agreed upon fee by both parties.

Historical CodeBank

CodeBank creates a permanent, online collection of all past versions of your code. CodeBank enables your online users to easily access previous versions of your code. The historic version of your code is fully searchable and printable, making the task of researching past versions of your code more efficient. For your convenience, when a previous version of your code is selected, users are alerted that they are looking at an older version of your code.

Supplement Nos. 70 thru 82 are currently included in the CodeBank archives and all supplements moving forward will be added, as the City is currently enrolled in this service. If the City is interested in adding previous versions of the code (supplements) to CodeBank, the options we have available are listed below. Please notate what supplements you would like to add.

To add supplements prior to supplement No. 70, our support team will have to rebuild each database. We are only able to potentially go as far back as July, 2003 or Supplement No. 40. The cost is \$500 per supplement as there is significant IT time involved. As our support team reviews each layer of code we could come across some coding that will not translate into HTML to be posted online. If this occurs we will let you know and unfortunately those supplements would not be available to be posted. The City would not be charged if this occurs.

Any prior code versions to Supplement No. 40 can be added to CodeBank as a searchable PDF. The City would need to provide Municode with these code versions in an electronic format such as a PDF or WORD version. The cost to post each version as a searchable PDF is still \$500 per version.

Supplement No.	Date of Supplement	Cost
69	1/31/2012	\$500
68	10/21/2011	\$500
67	9/22/2011	\$500
66	4/26/2011	\$500
65	1/20/2011	\$500
64	10/19/2010	\$500
63	7/19/2010	\$500
62	4/9/2010	\$500
61	1/13/2010	\$500
60	10/26/2009	\$500
59	7/21/2009	\$500
58	4/23/2009	\$500
57	1/31/2009	\$500
56	11/26/2008	\$500
55	8/21/2008	\$500
54	4/25/2008	\$500
53	12/26/2007	\$500
52	8/29/2007	\$500
51	5/15/2007	\$500
50	1/8/2007	\$500
49	10/12/2006	\$500
48	4/14/2006	\$500
47	12/26/2005	\$500
46	8/31/2005	\$500
45	5/17/2005	\$500
44	1/20/2005	\$500
43	9/16/2004	\$500
42	5/4/2004	\$500
41	1/20/2004	\$500
40	8/26/2003	\$500
Total		\$15,000

Archive all Supplements listed above

Archive only these Supplements: _____

To save on costs we recommend only adding one code version per year to the CodeBank service. The recommended code versions have been highlighted for your reference (9 total at \$500 = \$4,500).

Distribution Services

Municode provides the following distribution services for the City and will continue to do so unless otherwise elected.

Option A. City Retains Revenue of all Reprints (current model)

The City receives all funds from the sale of all reprint subscriptions. These funds are credited to the City's account. Municode handles the sale and distribution within the City and to the public. The City pays for postage, handling and for the creation and printing of each reprint.

- ⌚ Reprints¹⁰ creation and printing costs.
 - Zoning Reprint, 9 copies, billed per following rates:
 - ❖ 2 pages for instruction sheet at \$18 per page
 - ❖ Reprinted pages at \$0.05 per impression
 - Subdivision Reprint, 2 copies, billed per following rates:
 - ❖ 2 pages for instruction sheet at \$18 per page
 - ❖ Reprinted pages at \$0.05 per impression

Option B. Municode as a Total Code Administrator of Reprints.

Under this option, Municode provides the sale of new copies of the City's Code, Zoning and Subdivision Reprint. Municode handles the sale and distribution within the City and to the public and retains all revenue for these subscriptions. Under this option the City would only be invoiced if any City departments elect to receive a copy of a reprint pamphlets at the agreed upon subscription price.

List of Current Subscribers as of December 2015

If you elect to keep the reprint here is a list of the current subscribers:

Code of Ordinances:

- 23 copies to City of Peoria (Beth Ball)
- 1 copy to Kenyon & Associates (Amelia Ulrich)
- 1 copy to OSF Healthcare System (David Volz)
- 1 copy to Peoria Public Library Technical Services (Acquisitions Clerk)

Zoning Reprint:

- 9 copies to City of Peoria (Beth Ball)
- 1 copy to Architectural Design Group (Tom Wilson)
- 1 copy to Consolidated Land Surveying, Inc.
- 1 copy to Wald/Land Corp. (Michael Landwirth)
- 1 copy to Peoria Area Association of Realtors

Subdivision Reprint:

- 2 copies to City of Peoria (Beth Ball)
- 1 copy to Peoria Area Association of Realtors
- 1 copy to Wald/Land Corp (Michael Landwirth)

¹⁰ We recommend the possibility of cancelling the reprints, which would be additional savings to the City.
Response to Request from Municipal Code Corporation

**CITY OF PEORIA
C O N T R A C T**

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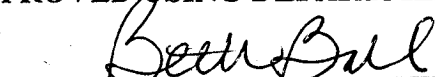
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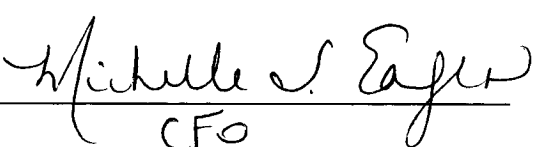
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EXECUTED this 27 day of January, 2016.
(Do not date until signed by both parties)

CONTRACTOR: MUNICIPAL CODE CORPORATION


By: 

Title: PRESIDENT

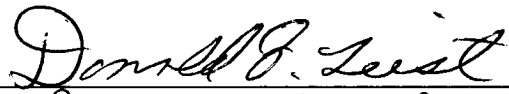
By: 

Title: CFO

CITY: CITY OF PEORIA, ILLINOIS

By: 

Title: City Manager

By: 

Title: Corporation Counsel

EXHIBIT B
December 3, 2015
Updated Pricing Quotation Sheet

Conversion of the Code of Ordinances

- ☞ Given that we are your current codifier, no conversion into our database is necessary, no transition time is required and no interruption in service will take place.

Supplement Service Base Page Rate¹

Page Format	Base Page Rate
Double Column	\$18 per page
Single Column Appendix C – LDC	\$18 per page

Base page rate above includes:

- ☞ Acknowledgement of material
☞ Data conversion, as necessary
☞ Editorial work
☞ Proofreading
☞ Updating the index
☞ Schedule as selected by you²
☞ Updating electronic versions³ and online code
☞ Printing 1 - 25 copies (currently 23 copies are requested)

Base page rate above excludes:

- | | |
|---|-------------------------------|
| ☞ Blank supplement pages | No Charge |
| ☞ Freight, pre-billed | Actual freight |
| ☞ State sales tax | If applicable |
| ☞ Graphics ⁴ & tabular ⁵ matter, per page | \$10 |
| ☞ Color printing | No Charge |
| ☞ Code on Internet (<i>Rate Reduced</i>) | Selections on quotation sheet |

Electronic media options for Code of Ordinances (Sent via download)⁶

- | | |
|---|------------------|
| <input type="checkbox"/> Folio Bound Views | \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$75 per update |
| <input type="checkbox"/> Adobe PDF of the code | \$75 per update |
| <input type="checkbox"/> Adobe PDF of each supplement | \$75 per update |

Additional copy orders

- | | |
|---|----------------|
| ☞ Complete set of code pages, printed with tabs | \$66 |
| ☞ Complete set of code pages, printed with tabs and a 3 ring binder | \$78 |
| ☞ Freight | Actual freight |

Payment for Supplements and Additional Services: Invoices will be submitted upon shipment of project(s).

¹ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

² Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

³ We do not charge a per page rate for updating the internet; however a handling fee is charged for PDF, Word, Folio or additional electronic media items.

⁴ Includes printing all copies. Graphics, images and tables are invoiced per page - not per graphic. Thus, if five graphics fall on one page, the City will only be invoiced the \$10 once.

⁵ Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁶ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, Folio or Word, via one of the afore-mentioned mediums.

Online Services Quotation Sheet

Currently, you are invoiced \$650 each March. This bill includes hosting, CodeBank and CodeBank Compare. Pricing will be adjusted accordingly depending upon the option selected by the City. Please note that all options listed below will reflect a reduced rate for online service. We recommend enrolling in Option 3, as you will continue to receive the current services in which you are enrolled and you will gain the OrdBank/OrdLink feature for \$50 less!

- | | |
|---|--|
| <input type="checkbox"/> Code Online Option 1 <ul style="list-style-type: none"> • Annual hosting • Custom Banner • MuniPRO | \$250 annually |
| <input type="checkbox"/> Code Online Option 2 <ul style="list-style-type: none"> • Annual hosting • Custom Banner • MuniPRO • CodeBank • CodeBank Compare + eNotify | \$500 annually |
| <input checked="" type="checkbox"/> Code Online Option 3 <ul style="list-style-type: none"> • Annual hosting • Custom Banner • MuniPRO • CodeBank • CodeBank Compare + eNotify • OrdBank + OrdLink | <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"> \$600 annually </div> |

A la carte pricing:

Online services can be purchased a la carte at the following rates and added to the selected option above.

- | | |
|---|--------------|
| <input type="checkbox"/> CodeBank (annually) | \$150 |
| <input type="checkbox"/> MuniPRO (annually) | \$295 |
| <input type="checkbox"/> Custom banner (onetime fee) | \$250 |
| <input type="checkbox"/> CodeBank Compare⁷ + eNotify (annually) | \$250 |

ORDINANCES PENDING CODIFICATION (Only select one option if selecting services a la carte)

Option 1) OrdBank

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee | \$35 |
| <input type="checkbox"/> Flat annual fee | \$600 |

Option 2) OrdBank + OrdLink

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee | \$60 |
| <input type="checkbox"/> Flat annual fee | \$700 |

Archival OrdBank for legislation prior to the start of the OrdBank service.

- | | |
|---|------------------|
| <input type="checkbox"/> Archival of ordinances, per document | \$25 each |
|---|------------------|

We have ordinances on hand from 16813-17268 however we are able to link to all legislation listed on the Code Comparative Table if provided to us by the City. The City can add historical legislation to the OrdBank anytime in order to spread the costs over the years.

Online Services Quotation Sheet Continued

MuniDocs⁸ fees

- No initial set up fee as the City Code is currently posted online with Municode
- Annual pricing can be adjusted based on the average number of documents per year.

Updating the online MuniDocs annually (2016 – forward; invoiced annually) \$750

Fee includes up to 100 documents annually; additional documents to be invoiced at \$7.50 per document added. Additional documents invoiced annually.

Historical MuniDocs⁹ Quotation on request

Add documents prior to 2016 to MuniDocs. Pricing based on the number of documents.

Specification of Documents to Post. Please provide the document classification of the material to be added into the MuniDocs. This will be the classification utilized online for public access. Example: City Council Minutes, Commission Minutes, Agendas, Resolutions, etc. Please write in the specific documents.

- Minutes _____
- Council Minutes _____
- Committee Minutes _____
- Agendas _____
- Resolutions _____
- Budgets _____
- Other _____
- Other _____
- Other _____

⁸ Documents must be provided in a WORD or PDF electronic format and each file must be named individually in a consistent format (Such as Date and name: Council Minutes October 10, 2015 or Budget 10/10/2015).

⁹ The City will be responsible for sending any data in a WORD or PDF electronic format for posting. Scanning of hard copy material is not included and will be assessed an additional agreed upon fee by both parties.

Historical CodeBank

CodeBank creates a permanent, online collection of all past versions of your code. CodeBank enables your online users to easily access previous versions of your code. The historic version of your code is fully searchable and printable, making the task of researching past versions of your code more efficient. For your convenience, when a previous version of your code is selected, users are alerted that they are looking at an older version of your code.

Supplement Nos. 70 thru 82 are currently included in the CodeBank archives and all supplements moving forward will be added, as the City is currently enrolled in this service. If the City is interested in adding previous versions of the code (supplements) to CodeBank, the options we have available are listed below. Please notate what supplements you would like to add.

To add supplements prior to supplement No. 70, our support team will have to rebuild each database. We are only able to potentially go as far back as July, 2003 or Supplement No. 40. The cost is \$500 per supplement as there is significant IT time involved. As our support team reviews each layer of code we could come across some coding that will not translate into HTML to be posted online. If this occurs we will let you know and unfortunately those supplements would not be available to be posted. The City would not be charged if this occurs.

Any prior code versions to Supplement No. 40 can be added to CodeBank as a searchable PDF. The City would need to provide Municode with these code versions in an electronic format such as a PDF or WORD version. The cost to post each version as a searchable PDF is still \$500 per version.

Supplement No.	Date of Supplement	Cost
69	1/31/2012	\$500
68	10/21/2011	\$500
67	9/22/2011	\$500
66	4/26/2011	\$500
65	1/20/2011	\$500
64	10/19/2010	\$500
63	7/19/2010	\$500
62	4/9/2010	\$500
61	1/13/2010	\$500
60	10/26/2009	\$500
59	7/21/2009	\$500
58	4/23/2009	\$500
57	1/31/2009	\$500
56	11/26/2008	\$500
55	8/21/2008	\$500
54	4/25/2008	\$500
53	12/26/2007	\$500
52	8/29/2007	\$500
51	5/15/2007	\$500
50	1/8/2007	\$500
49	10/12/2006	\$500
48	4/14/2006	\$500
47	12/26/2005	\$500
46	8/31/2005	\$500
45	5/17/2005	\$500
44	1/20/2005	\$500
43	9/16/2004	\$500
42	5/4/2004	\$500
41	1/20/2004	\$500
40	8/26/2003	\$500
Total		\$15,000

Archive all Supplements listed above

Archive only these Supplements: _____

To save on costs we recommend only adding one code version per year to the CodeBank service. The recommended code versions have been highlighted for your reference (9 total at \$500 = \$4,500).

Distribution Services

Municode provides the following distribution services for the City and will continue to do so unless otherwise elected.

Option A. City Retains Revenue of all Reprints (current model)

The City receives all funds from the sale of all reprint subscriptions. These funds are credited to the City's account. Municode handles the sale and distribution within the City and to the public. The City pays for postage, handling and for the creation and printing of each reprint.

- ⌘ Reprints¹⁰ creation and printing costs.
 - Zoning Reprint, 9 copies, billed per following rates:
 - ❖ 2 pages for instruction sheet at \$18 per page
 - ❖ Reprinted pages at \$0.05 per impression
 - Subdivision Reprint, 2 copies, billed per following rates:
 - ❖ 2 pages for instruction sheet at \$18 per page
 - ❖ Reprinted pages at \$0.05 per impression

Option B. Municode as a Total Code Administrator of Reprints.

Under this option, Municode provides the sale of new copies of the City's Code, Zoning and Subdivision Reprint. Municode handles the sale and distribution within the City and to the public and retains all revenue for these subscriptions. Under this option the City would only be invoiced if any City departments elect to receive a copy of a reprint pamphlets at the agreed upon subscription price.

List of Current Subscribers as of December 2015

If you elect to keep the reprint here is a list of the current subscribers:

Code of Ordinances:

- 23 copies to City of Peoria (Beth Ball)
- 1 copy to Kenyon & Associates (Amelia Ulrich)
- 1 copy to OSF Healthcare System (David Volz)
- 1 copy to Peoria Public Library Technical Services (Acquisitions Clerk)

Zoning Reprint:

- 9 copies to City of Peoria (Beth Ball)
- 1 copy to Architectural Design Group (Tom Wilson)
- 1 copy to Consolidated Land Surveying, Inc.
- 1 copy to Wald/Land Corp. (Michael Landwirth)
- 1 copy to Peoria Area Association of Realtors

Subdivision Reprint:

- 2 copies to City of Peoria (Beth Ball)
- 1 copy to Peoria Area Association of Realtors
- 1 copy to Wald/Land Corp (Michael Landwirth)

¹⁰ We recommend the possibility of cancelling the reprints, which would be additional savings to the City.
Response to Request from Municipal Code Corporation