



**CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
FEBRUARY 28, 2022**



## COMPONENTS OF THE COUNCIL AGENDA

### RECOGNITION AND PROCLAMATION

This portion of the meeting recognizes individuals, groups, or institutions publically, as well as those receiving a proclamation, or declaring a day or event.

### PUBLIC COMMENT

Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, please complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.

### CONSENT AGENDA

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which typically begins with Item No. 8.

The City's Boards and Commissions hold Public Hearings prior to some Council agenda items appearing on the Council's Meeting Agenda. Persons who wish to address the Council should provide new information that is pertinent to the issue before them.

### PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

### REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

## MAYOR AND COUNCIL MEMBERS

**Mayor** - Mboka Mwilambwe

### City Council Members

Ward 1 - Jamie Mathy  
Ward 2 - Donna Boelen  
Ward 3 - Sheila Montney  
Ward 4 - Julie Emig  
Ward 5 - Nick Becker  
Ward 6 - De Urban  
Ward 7 - Mollie Ward  
Ward 8 - Jeff Crabill  
Ward 9 - Tom Crumpler

**City Manager** - Tim Gleason

**Deputy City Manager** - Billy Tyus

## CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents:  
Service, Rank, and Authority  
Growth and Diversity  
A Friendly and Safe Community  
A Positive, Upward Movement and  
Commitment to Excellence!

## MISSION, VISION, AND VALUE STATEMENT

### MISSION

To Lead, Serve and Uplift the  
City of Bloomington

### VISION

A Jewel of the Midwest Cities

### VALUES

Service-Centered,  
Results-Driven,  
Inclusive

## STRATEGIC PLAN GOALS

- ❖ Financially Sound City Providing Quality Basic Services
- ❖ Upgrade City Infrastructure and Facilities Grow the Local Economy
- ❖ Strong Neighborhoods
- ❖ Great Place - Livable, Sustainable City
- ❖ Prosperous Downtown Bloomington

# AGENDA



**REGULAR SESSION CITY COUNCIL MEETING AGENDA**  
**GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400**  
**115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701**  
**MONDAY, FEBRUARY 28, 2022, 6:00 P.M.**

**THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:**  
**[www.cityblm.org/live](http://www.cityblm.org/live)**

Prior to 15 minutes before the start of the meeting, 1) those persons wishing to provide public comment must register at [www.cityblm.org/register](http://www.cityblm.org/register), and/or 2) those persons wishing to provide written comment must email their comments to [publiccomment@cityblm.org](mailto:publiccomment@cityblm.org). For any public hearings, testimony must be given at the hearing either in person or virtually. For due process reasons, emails are not accepted as testimony.

Members of the public may also attend the meeting at the Government Center. Attendance will be limited to 10 people and will require compliance with the Government Center COVID-19 protocols and social distancing. Participants are encouraged to attend remotely.

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**
4. **Roll Call**
5. **Recognition/Appointments**
  - A. Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
6. **Public Comment**

*Individuals wishing to provide emailed public comment must email comments to [publiccomment@cityblm.org](mailto:publiccomment@cityblm.org) at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at [cityblm.org/register](http://cityblm.org/register) at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.*
7. **Consent Agenda**
  - A. Consideration and action to approve the Minutes of the January 24, 2022, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)



- B. Consideration and action to approve Bills and Payroll in the amount of \$6,927,353.06, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
- C. Consideration and action to approve the Purchase of the Annual Software Subscription for Software Licensing, Hosting, and Maintenance Renewal for the Kronos Time Keeping Solution/Workforce Management Suite and Workforce TeleStaff software including equipment support services, in the amount of \$137,448.59, as requested by the Information Technology Department and the Human Resources Department. (*Recommended Motion: The proposed Purchase be approved.*)
- D. Consideration and action to approve 1) the Purchase of seven (7) Ford Police Interceptor Utility Hybrid Vehicles through the State of Illinois Joint Purchase Contract (#19-416CMS-BOSS4-P-11453) from Morrow Brothers Ford, in the amount of \$378,795, and 2) the Disposal of the replaced units by public auction, as requested by the Public Works Department and the Police Department. (*Recommended Motion: The proposed Purchase and Disposal be approved.*)
- E. Consideration and action to approve the Proposal and Agreement for Geotechnical Engineering Services for the O'Neil Park & Pool Project, as requested by the Parks, Recreation and Cultural Arts Department. (*Recommended Motion: The proposed Proposal and Agreement be approved.*)
- F. Consideration and action on a Resolution Approving Release and Retention of Executive Session minutes, as requested by the City Clerk Department. (*Recommended Motion: The proposed Resolution be approved.*)

## 8. Regular Agenda

- A. Presentation by Heartland Community College President, Dr. Keith Cornille, on the College's recent receipt of a \$1 million Workforce Equity Initiative Grant, as requested by the Administration Department. (*Recommended Motion: None; presentation only.*) (*Presentation by Dr. Keith Cornille, Heartland Community College President, 15 minutes; and City Council discussion, 15 minutes.*)
- B. Consideration and action on a Resolution Approving the FY2023 John M. Scott Health Care Trust Grant Awards and Programmatic Agreements, in the Amount of \$929,705.89 for Category I and II Grants, as requested by the Economic & Community Development Department. (*Recommended Motion: The proposed Resolution be approved.*) (*Presentation by Kyana Wilkinson, John M. Scott Committee Secretary, 10 minutes; and City Council discussion, 10 minutes.*)
- C. Presentation of FY2023 Budget Update, as requested by the Finance Department. (*Recommended Motion: None; presentation and discussion only.*) (*Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council discussion, 20 minutes.*)
- D. Presentation of the Bloomington Police Department Strategic Plan 2022-2024, as requested by the Police Department. (*Recommended Motion: None; presentation and discussion only.*) (*Presentation by Jamal Simington, Chief of Police, 15 minutes; and City Council discussion, 20 minutes.*)

- E. Consideration and action to approve an Agreement, as a sole source, with Flock Safety for a 24-month fixed annual cost to automatically renew each year contingent on approval in the annual budget, as requested by the Police Department. *(Recommended Motion: The proposed Agreement be approved.) (Presentation by Jamal Simington, Chief of Police, 10 minutes; and City Council discussion, 10 minutes.)*

**9. Finance Director's Report**

<https://www.cityblm.org/government/advanced-components/documents/-folder-145>

**10. City Manager's Discussion**

**11. Mayor's Discussion**

**12. Council Member's Discussion**

**13. Executive Session - Cite Section**

**14. Adjournment**

# RECOGNITIONS



## RECOGNITION/APPOINTMENTS ITEM NO. 5.A

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Administration Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department.

**RECOMMENDED MOTION:**

None; recognition only.

**STRATEGIC PLAN LINK:**

-Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The included Appointments are representative of City Council's approval from the February 14, 2022 meeting.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'Billy Iyus' followed by a large flourish.

Billy Iyus, Deputy City Manager

2/24/2022

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

2/24/2022

**Attachments:**

- ADM 1B Recognition of Mayoral Appointments

# Appointment

**Barbara Singer:** Connect Transit Board

# Appointment

**Anna Patino:** Planning Commission

# CONSENT AGENDA



## CONSENT AGENDA ITEM NO. 7.A

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** City Clerk Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve the Minutes of the January 24, 2022, Regular City Council Meeting, as requested by the City Clerk Department.

**RECOMMENDED MOTION:**

The proposed Minutes be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1d. City services delivered in the most cost-effective, efficient manner

**BACKGROUND:** The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, Council Proceedings must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, Council Proceedings are available for public inspection and posted to the City's web site within ten (10) days after Council approval.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

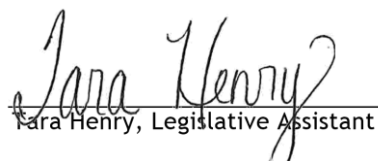
Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:

  
Leslie Yocum, City Clerk

2/24/2022

  
Tara Henry, Legislative Assistant

2/24/2022

**Attachments:**

- CLK 1B DRAFT 01-24-2022 Council Minutes - Regular Session.pdf





**MINUTES**  
**REGULAR SESSION CITY COUNCIL MEETING**  
**MONDAY, JANUARY 24, 2022, 6:00 P.M.**

The City Council convened in regular session virtually via Zoom conferencing with Mayor Mboka Mwilambwe, the City Manager, Tim Gleason, and City Clerk, Leslie Yocum, in-person in Government Center Chambers at 6:00 p.m., Monday, January 24, 2022. The meeting was called to order by Mayor Mwilambwe.

**Roll Call**

| Attendee Name   | Title                  | Status  | Arrived |
|-----------------|------------------------|---------|---------|
| Jamie Mathy     | Council Member, Ward 1 | Remote  |         |
| Donna Boelen    | Council Member, Ward 2 | Remote  |         |
| Sheila Montney  | Council Member, Ward 3 | Remote  |         |
| Julie Emig      | Council Member, Ward 4 | Remote  |         |
| Nick Becker     | Council Member, Ward 5 | Remote  |         |
| De Urban        | Council Member, Ward 6 | Remote  |         |
| Mollie Ward     | Council Member, Ward 7 | Remote  |         |
| Jeff Crabill    | Council Member, Ward 8 | Present |         |
| Tom Crumpler    | Council Member, Ward 9 | Remote  |         |
| Mboka Mwilambwe | Mayor                  | Present |         |

**Recognition/Appointments**

**A. Proclamation recognizing February 1-7, 2022, as National Gun Violence Survivors' Week**

Mayor Mwilambwe presented the Proclamation and recognized National Gun Violence Survivors' Week as February 1- 7, 2022. Laurie Bell and Shelia Harris, Survivor Membership Leads with Moms Demand Action, accepted the Proclamation. They expressed appreciation for the City's recognition and welcomed the community to attend a vigil at the McLean County History Museum on January 30, 2022, to remember those lost to gun violence.

**B. Proclamation recognizing Health for Humanity January 15-22, 2022**

Mayor Mwilambwe presented the Proclamation for Health for Humanity. Mandava V Rao, Sanghachalak (President) of HSS-Bloomington/Normal Chapter, was present to accept the Proclamation. He expressed appreciation and discussed the benefits of yoga.

**C. Recognition of Appointments to Various Boards & Commissions**

Mayor Mwilambwe recognized the appointments of Connor Kaeb to the Citizens' Beautification Committee and Goverdhan Galpalli to the Planning Commission.

## Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No virtual or emailed public comment was received. Linda Stroud and Carl Kunkle spoke in-person.

## Consent Agenda

*Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.*

Council Member Boelen made a motion, seconded by Council Member Becker, that the Consent Agenda, including all items listed below, be approved as presented with the exception of Item 7.K.

Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:

**AYES:** Mathy, Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

**Motion carried.**

Item 7.A. Consideration and action to approve the Minutes of the December 6, 2021, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and action to approve the Minutes of the December 13, 2021, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.C. Consideration and action to approve Bills and Payroll in the amount of \$6,488,372.14, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.D. Consideration and action to reject the Bid for the Arena Ticket Office Remodel Project (Bid #2022-19), as requested by the Procurement Division and the Parks, Recreation and Cultural Arts Department. (Recommended Motion: The proposed Bid for the Arena Ticket Office Remodel Project be rejected.)

Item 7.E. Consideration and action to approve an Agreement between the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center, for Storm Water Education Program Services in the amount of \$18,310 per year (City of Bloomington portion) for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or three (3) percent, whichever is less, for years two and three), as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.F. Consideration and action to approve a Contract with Donohue & Associates, Inc., for Settled Water Piping Improvements Construction Observation, in the amount of \$51,000 utilizing RFQ #2019-34, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.G. Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and G.A. Rich & Sons, Inc., for the Settled Water Piping Improvements Project (Bid #2022-18), in the Amount of \$301,900, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.H. Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and A&R Mechanical Services, for FY 2022 Sugar Creek Force Main Improvements (Bid #2022-16), in the Amount of \$1,738,665.22, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.I. Consideration and action on an Ordinance Approving (a) an Easement Agreement Between Hall Farms Trust and the City of Bloomington, (b) an Easement Agreement Between Nord Farmers, Inc., and the City of Bloomington, and (c) an Easement Agreement Between CWP Bloomington Farms, LLC, and the City of Bloomington, in Conjunction with the FY 2022 Sugar Creek Force Main Improvements Project, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.J. Consideration and action to approve an Application from 9JKD10, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington St., for a change in liquor license classification from a Class PBS (Package, Beer and Wine Only, and Sunday Sales) to a Class PAS (Package Sales, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change in Classification be approved.)

Item 7.K. was removed from the Consent Agenda by Council Member Boelen.

Item 7.L. Consideration and action to approve a Lake Bloomington Lot Transfer, Petition and Supplemental Agreement for Lot 2 in Block 2 in Camp Kickapoo, from Michael Kirchner to the petitioners, Anna and James Kolstad, as requested by the Public Works Department. (Recommended Motion: The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.)

Item 7.M. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 2 in Block 13 in Camp Potawatomie, from Dean O. Campbell to the petitioner, Jacon Allen, as requested by the Public Works Department. (Recommended Motion: The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.)

#### **Items Removed from the Consent Agenda**

Item 7.K. Consideration and action to approve an Application from Jay Sathimma Three, LLC, d/b/a Crave Hot Dogs and BBQ, to be located at 2401 E. Oakland Ave., Unit B requesting a Class RAS.

Council Member Boelen expressed concern about parking for the business and the liquor license type requested. She noted a U-Haul business that also operated out of the neighboring Shell gas station and shared parking lot.

Leslie Yocum, City Clerk, read a portion of the December 14, 2021, Liquor Commission minutes regarding the parking discussion. She noted that a representative from the Economic and Community Development Department ("ECD") had been present at the meeting and that no concerns had been expressed by the department representative.

Mayor Mwilambwe, who is also the Liquor Commission chair, stated that the Liquor Commission had not expressed concern with the parking as presented. Council Member Boelen stated that she did not believe 10 parking spaces was enough for a restaurant

anticipated to seat 30 people. Council Member Boelen and Mayor Mwilambwe discussed sending the item back to the Liquor Commission for further consideration.

Mrs. Yocum noted answers provided on the establishment's license, and that the applicant had listed the business as a quick-serve restaurant, which generally would require fewer parking spots. She reminded Council that the application had been reviewed and approved by ECD.

Council Member Boelen supported the restaurant but reiterated her concern of the neighboring U-Haul business.

**Council Member Boelen made a motion, seconded by Council Member Montney, that the proposed License be approved.**

**Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:**

**AYES:** Mathy, Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

**Motion carried.**

### **Regular Agenda**

*The following item was presented:*

Item 8.A. Presentation of FY2023 Budget Preview, as requested by the Finance Department.

City Manager Tim Gleason introduced the item by explaining the budget process and how staff had worked to explain the figures included in the presentation. He noted that the presentation was the first for Fiscal Year 2023 ("FY23") and highlighted that FY23 would be the first year the City paid cash for leases and equipment verses buying on credit. City Manager Gleason stressed that staff were cautiously optimistic as they continued to prep the budget knowing it could be affected by another COVID event.

Scott Rathbun, Finance Director, explained that the budget process involved all directors and many staff members. He noted detail of the four-year comparisons staff had reviewed and discussed multiple FY23 budget highlights, including the overall City-wide budget of \$269.1 million. He then compared the total City-wide budgets from FY16 to FY23, noting increases in capital projects and strategic additions. Mr. Rathbun walked through FY23 Major Tax Revenues and provided reasons for increases. He then discussed the FY23 General Fund revenues and expenditures, noting significant factors such as the library expansion and union contract agreements. Mr. Rathbun continued his presentation with an overview of preliminary figures for the FY23 capital projects and concluded with a list of next steps in the FY23 budget schedule.

Council Member Becker recognized the Finance team for their work and attention to detail. He expressed concerns with expense increases and encouraged more cuts, to be more fiscally responsible.

Council Member Boelen and Mr. Rathbun discussed unspent funds that had been rolled over from prior years and their effects on the budget.

Council Member Montney recognized the City's improved use of space in its already existing City facilities and asked about cost savings generated. Mr. Rathbun did not have numbers to provide.

Billy Tyus, Deputy City Manager, noted that staff had run out of space and had considered purchasing new buildings that would have cost approximately \$2 million, not including furnishings or renovations. He explained that instead, Administration chose to reevaluate and optimize current City facilities. He noted that while the space needs-evaluation was not complete, staff had not spent a quarter of what was predicted with a purchase.

Council Member Montney and Mr. Rathbun discussed the increase in infrastructure expenses as a result of additional promised road work repairs.

Council Member Crabill asked for additional information on non-recurring expenses. Mr. Rathbun explained that the American Rescue Plan funds, the library expansion, and cash for equipment would be non-recurring expenses. Council Member Crabill and Mr. Rathbun then discussed costs to expedite the Locust-Colton project. Council Member Crabill asked Mr. Rathbun about anticipated surpluses of FY22. Mr. Rathbun reported that staff anticipated \$34 million in surplus.

City Manager Gleason reiterated progress made on the City's space needs. He discussed how prior to his being hired, the City hadn't been taking full advantage of being a co-tenant in the Government Center and that since then the City had been able to better use the building. He went on to discuss future space needs, as well as progress made to increase efficiencies across the City from the ground up.

**Council Member Mathy made a motion, seconded by Council Member Boelen to extend the time by 15 minutes.**

**Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:**

**AYES:** Mathy, Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

**Motion carried.**

Council Member Emig acknowledged the budget increase and noted multiple key factors and benefits, such as cash for equipment and fully funded pensions. She also agreed with Council Member Becker that expenses should be re-evaluated for further savings.

Council Member Mathy added that an expanded vehicle maintenance garage, a future space need, was essential. He explained that some vehicles were too large to fit into current garages and as a result, staff were having to lay gravel in all weather conditions just to be able to work on vehicles. He expressed appreciation for the removal of capital leases and asked Mr. Rathbun to monitor the cost of employee healthcare.

Council Member Ward asked Council to consider utilizing any surplus funds for solid waste removal and the Americans with Disabilities Act ("ADA").

Council Member Boelen explained that most of the surplus was earmarked, and expressed interest in a more detailed presentation of the earmarked funds by Mr. Rathbun.

City Manager Gleason noted that some Council Initiatives would affect the surplus of funds, but that a tentative summer retreat would be planned for goal setting and discussion of earmarked funds.

Mayor Mwilambwe expressed appreciation for the Finance Department and recognized that the City was good at saving and spending conservatively.

### **Council Initiatives**

*The following item was presented:*

Item 8.B.1. Discussion regarding a Council Initiative submitted by Council Member Mathy regarding the "Bring It On" Comprehensive Plan, as requested by the City Council.

Council Member Mathy discussed the shortage of, and availability of, housing for purchase or rent. He noted that new housing developments were in the works, but that additional long-term issues needed to be addressed. He was concerned with the significant cost associated to providing basic services and road infrastructure with the continued expansion of the far east side of the City. He mentioned that a fire station would eventually be needed and suggested that Council needed to seek ways to promote development of properties within current infrastructure. He discussed regeneration and preservation zones identified by the McLean County Regional Planning ("MCRP") as part of the Bring It On Bloomington plan. He expressed interest in creating an incentive package to entice people and developers to infill the City instead of expanding it. He provided multiple examples of incentives that could appeal to potential buyers or developers and noted residents' suggestions from his Council Member Facebook page. He believed the next step was to direct the Planning Commission to work with staff and take the lead. He stated that the Planning Commission could then hold public hearings, work closely with staff to navigate any zoning issues, and then present options to Council in a few months.

Mayor Mwilambwe discussed procedure.

**Council Member Mathy made a motion, seconded by Council Member Urban, to have staff evaluate and prepare an analysis on the proposed initiative and bring it back for further Council discussion.**

Council Member Montney discussed multiple new capital and infrastructure projects that had begun since she took office. She believed Council should cease Council Initiatives that created additional work and instead should allow staff to focus on providing basic needs for the community. She did not support the Initiative.

Council Member Crumpler supported the idea of infilling, especially in the downtown area. He asked Council Member Mathy for additional detail on the use of American Rescue Plans ("ARP") funds to be provided to the Council Initiative. Council Member Mathy responded that was only a recommendation and that he didn't have additional information.

Jeff Jurgens, Corporation Counsel, discussed the Council Initiative process and recommended that Council use the Council discussion time to provide feedback and then a vote could be taken.

Council Member Emig supported the Initiative and the incorporation of the Planning Commission. She highlighted multiple opportunities and suggested incorporating the Historic Preservation Commission ("HPC"). She noted that the identified regeneration and preservation zones in the Bring It On Bloomington plan were not limited to the downtown.

She asked City Manager Gleason if the MCRP had plans to perform additional housing studies.

Mayor Mwilambwe stated that staff could answer questions at a later time. He then reminded Council of the time.

Council Member Boelen supported the development of regeneration and preservation zones. She noted that many policy points in the Bring It On Bloomington plan would need to be addressed. She agreed that the Planning Commission should work with the HPC and listed multiple other organizations with which the City could work. She believed that additional groundwork was needed before the Initiative moved forward and therefore, did not support the Initiative at that time.

Council Member Becker agreed with Council Member Boelen.

Council Member Crabill supported the Initiative, but wanted the City to consider alternative, less costly ways to improve affordable housing. He noted that the implementation of a vacancy tax could aid in the reduction of vacant homes.

Council Member Ward supported the Council Initiative and believed the City shouldn't wait for affordable housing improvements.

Council Member Urban discussed the poverty cycle, which she believed worked against the low-income population. She supported the Initiative as she saw it as an opportunity to break the poverty cycle and increase the opportunity of homeownership. She reminded Council that they were voting to bring options to Council that could benefit the City as a whole and asked them to reconsider.

Mayor Mwilambwe asked Council member Crumpler to confirm his position of the Council Initiative. Council Member Crumpler supported the Initiative.

**Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:**

**AYES:** Mathy, Emig, Urban, Ward, Crabill, Crumpler

**NAYS:** Boelen, Montney, Becker

**Motion carried.**

Mayor Mwilambwe stated that the Council Initiative would return at a later date, after additional staff research.

### **Finance Director's Report**

City Manager Gleason introduced the item and asked Scott Rathbun, Finance Director, to address Council.

Mr. Rathbun presented major tax revenues of Fiscal Year 2022 ("FY22") and highlighted year-to-date variances and the causes of said variances. He then discussed FY22 general fund revenues and expenditures, highlighting key factors and cautioning expensive Council Initiatives, as the federal government would not be able to provide municipalities with additional American Rescue Plan funding. He presented FY22 enterprise fund summaries and provided updates on significant changes.

## **City Manager's Discussion**

City Manager Gleason highlighted multiple upcoming Downtown Bloomington events. He ended by discussing how Council Member Mathy's first step Council Initiative had ended up on the agenda before the Committee of the Whole.

## **Mayor's Discussion**

Mayor Mwilambwe discussed his recent travels and observations he made of other municipalities' responses to COVID and urban planning. He encouraged the community to take proactive measures against COVID. He then informed the public that the City would continue to hold Council meetings, as well as Board and Commission meetings, virtually until further notice.

## **Council Member's Discussion**

Council Member Crabill reminded Council that the Flock license plate reader agreement had been tabled and explained that the item would appear before the Technology Commission on the next day and then before the Public Safety and Community Relations Board ("PSCRB") on February 3, 2022.

Council Member Mathy explained that the Technology Commission planned to discuss the policies associated with the potential implementation of the Flock license plate readers.

Council Member Ward reminded the community of an upcoming free COVID vaccination clinics provided by the McLean County Health Department.

## **Executive Session - Claim Settlement - Section 2 (c)(12) of 5 ILCS 120**

Council Member Boelen made a motion, seconded by Council Member Emig, to enter into Executive Session.

Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:

**AYES:** Mathy, Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

**Motion carried.**

Mayor Mwilambwe read a procedure statement regarding the Executive Session.

Council entered Executive Session at 8:20 p.m.

## **Return to Open Session and Adjourn**

Council Member Mathy made a motion, seconded by Council Member Boelen, that the Council return to open session and the meeting be adjourned.

**Motion carried viva voce.**

The meeting adjourned at 8:43 p.m.

**CITY OF BLOOMINGTON**

**ATTEST**

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Mboka Mwilambwe, Mayor

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Amanda Stutsman, Deputy City Clerk





## CONSENT AGENDA ITEM NO. 7.B

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Finance Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve Bills and Payroll in the amount of \$6,927,353.06, as requested by the Finance Department.

**RECOMMENDED MOTION:**

The proposed Bills and Payroll be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1d. City services delivered in the most cost-effective, efficient manner

**BACKGROUND:** Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website available at <https://www.cityblm.org/bills>.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Total disbursements to be approved \$6,927,353.06 (Payroll total \$2,720,852.18, Accounts Payable total \$2,846,343.34, Bank Transfers total \$1,261,323.08, and Procurement Card Purchases total \$98,834.46).

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

  
F. Scott Rathbun, Finance Director

2/23/2022

  
Tara Henry, Legislative Assistant & Records Manager

2/24/2022

**Attachments:**

- FIN 1B Council Finance Summary Report

## CITY OF BLOOMINGTON FINANCE REPORT

### PAYROLL

| Date      | Gross Pay       | Employer Contribution | Totals          |
|-----------|-----------------|-----------------------|-----------------|
| 2/11/2022 | \$ 2,155,300.02 | \$ 564,100.03         | \$ 2,719,400.05 |

|                       |             |           |             |
|-----------------------|-------------|-----------|-------------|
| 2/11/2022             | \$ 1,238.39 | \$ 213.74 | \$ 1,452.13 |
| Off Cycle Adjustments |             |           |             |

|                      |                        |
|----------------------|------------------------|
| <b>PAYROLL TOTAL</b> | <b>\$ 2,720,852.18</b> |
|----------------------|------------------------|

### ACCOUNTS PAYABLE (WIRES)

| Date                 | Bank              | Total                  |
|----------------------|-------------------|------------------------|
| 2/28/2022            | AP General        | \$ 2,742,678.12        |
|                      | AP JMScott        |                        |
| 2/28/2022            | AP Comm Devel     | \$ 21,624.76           |
| 2/28/2022            | AP IHDA           | \$ 300.00              |
| 2/28/2022            | AP Library        | \$ 44,131.41           |
|                      | AP MFT            |                        |
| 2/9/2022-2/18/2022   | Out of Cycle      | \$ 37,609.05           |
| 12/21/2022-2/17/2022 | AP Bank Transfers | \$ 1,261,323.08        |
|                      | <b>AP TOTAL</b>   | <b>\$ 4,107,666.42</b> |

### PCARDS

| Date Range           |                     |
|----------------------|---------------------|
| 12/1/2021-12/31/2021 | \$ 98,834.46        |
| <b>PCARD TOTAL</b>   | <b>\$ 98,834.46</b> |

|                    |                        |
|--------------------|------------------------|
| <b>GRAND TOTAL</b> | <b>\$ 6,927,353.06</b> |
|--------------------|------------------------|

Respectfully,

**F Scott Rathbun**  
Director of Finance



## CONSENT AGENDA ITEM NO. 7.C

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Information Technology Department and Human Resources Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve the Purchase of the Annual Software Subscription for Software Licensing, Hosting, and Maintenance Renewal for the Kronos Time Keeping Solution/Workforce Management Suite and Workforce TeleStaff software including equipment support services, in the amount of \$137,448.59, as requested by the Information Technology Department and the Human Resources Department.

**RECOMMENDED MOTION:**

The proposed Purchase be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1d. City services delivered in the most cost-effective, efficient manner

**BACKGROUND:** At the November 28, 2016 meeting, Council provided approval for a project to replace the City's timekeeping and scheduling solutions with a workforce management solution from Kronos, Inc. This request is to approve the annual maintenance/licensing renewal of this cloud-based solution. As set forth in the original agreement, the annual cost for licensing, cloud-based hosting, maintenance and support is a fixed cost of \$110,070.00 per year through fiscal year 2021. This year's renewal cost is (\$122,664.59). The maintenance renewal cost per license still matches the original agreement. The equipment support services for Intouch hardware is \$14,784.00. Staff is requesting Council approval for the fiscal year 2022 payment for a total of \$137,448.59, which would be year six approved within the original agreement.

Confirmation was received from Tara Patterson, Senior Customer Renewal Representative for the Public Sector at UKG that the original terms and conditions still apply. Please note also that the pricing is now under Omnia Partners Joint Cooperative contracts 18220 and 18221.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Funds for this maintenance renewal totaling \$137,448.59 are budgeted in the Information Services - Repair and Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 166.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Craig McBeath, Director of Information Technology

Reviewed by:

  
Craig McBeath, Director of Information Technology 2/17/2022

  
Carla Murillo, Procurement Manager 2/23/2022

  
Chris Tomerlin, Budget Manager 2/24/2022

**Jenna Finegan**  
Jenna Finegan 2/24/2022

  
Tara Henry, Legislative Assistant & Records Manager 2/24/2022

**Attachments:**

- IT 1B Kronos Original Memo
- IT 1C Renewal Order Form
- IT 1D Equipment Support Services Quote
- IT 1E Software Support Services Quote
- IT 1F Workforce Manager Order Form
- IT 1G UKG Workforce Solutions Omnia Partners Joint Cooperative Contracts



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of approving an:

- a) Ordinance budget amendment for F17 in the amount of \$300,000, and
- b) Agreement with Kronos, Inc. for the Workforce Central Telestaff software subscription.

**RECOMMENDATION/MOTION:** that Council adopts an Ordinance amending the F17 budget in the amount of \$300,000; approve the Kronos, Inc. Agreement and authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Agreement.

**STRATEGIC PLAN LINK:** Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner

**BACKGROUND:** This action is part of a goal established in 2011 and renewed in 2015 to address the City's Time and Attendance and Advanced Scheduling needs. We are currently utilizing an antiquated system that is no longer supported and was never intended to be robust enough to handle the City's Time and Attendance/Advanced Scheduling needs. If the current system would no longer be available, we would have no choice but to revert back to a completely manual time tracking system which would require additional administrative staff and increase our risk for errors. This is a critical need.

This contract will acquire software as a service subscription for the Kronos Work Force Manager and Telestaff modules in addition to configuration and training services for City staff. The module is a robust Time and Attendance product that includes specific features needed for our Public Safety and Public Works departments as well as consolidation to one system for the rest of the City's needs. The implementation will be a combined effort of City and Kronos staff and the duration of the project is expected to take approximately 12-18 months to fully integrate with the Tyler Technologies, Inc. Munis ERP. Kronos has been successfully integrated with Tyler Munis ERP systems so much that Kronos has a standard interface to the Munis product.

The City currently uses multiple manual methods to collect time and attendance information to send to our current payroll processing module. The selection of one vendor which can handle all the various needs of the City is a key requirement of this project. The complex scheduling needs of Police, Fire and Public Works require a solution beyond anything our current ERP can offer. The choice of this vendor and software was completed by the City's Selection Committee, which represented all City departments and took place from July 2015 to July 2016. Client first guided the RFP and selection process, in accordance to the City's Purchasing Code. The Selection Committee conducted due diligence through their review of this product which included



extensive product demonstrations, technical interviews and reference checks. The Selection Committee was unanimous in its recommendation of Kronos/Telestaff to the Steering Committee, which consists of the City's HR Director, IT Director, Procurement Manager and Deputy Corporate Counsel. The Steering Committee is recommending the purchase of this software subscription through a cooperative agreement from U.S. Communities Government Purchasing Alliance, a national government purchasing cooperative. This contract affords us a sizable discount off the list price. The negotiations for statement of work were held from July 2016 until November 2016. We are confident that there is no better product on the market to handle the City's time and attendance and scheduling needs.

**PROS:**

- Centralized timekeeping and scheduling provides operating efficiencies
- One point of entry vs dual point of entry our current system requires
- Replaces the need to manually calculate overtime as is required now
- Increase to our management reporting capabilities
- Ability to support various complicated shift schedules and shift scheduling needs
- Integrated scheduling and timekeeping reduces timekeeping errors
- Increased functionality in relation to current products currently used in most departments
- Automated call-out functionality has the potential to reduce a minimum of 60 hours per month spent staffing and scheduling shifts for Fire and Police freeing staff up to focus on higher priority items.
- Streamline vacation selection process for Fire with the potential to reduce 30 hours per month manually entering.

**CONS:**

- Additional cost and implementation for a new software system
- Additional drain on current labor resources who are already working at max capacity
- Training and change management for end users of a new system
- Interface with Tyler Munis ERP System must be installed and maintained

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Conducted a public (Request For Proposals) solicitation.

**FINANCIAL IMPACT:** Funding for the Time and Attendance/Advanced Scheduling Solution was originally appropriated as part of the budget for the purchase of the Munis ERP system. The module purchased for timekeeping could not meet the City's requirements and was later discontinued. Funds for the unspent portion of the timekeeping software and implementation reverted to fund balance as required by accounting standards and need to be re-appropriated for \$300,000. This will cover the equipment purchase and maintenance for year 1 of \$239,000 and the balance of \$57,840 for training and implementation days. Pending Council approval of this memo the project will be paid out of the Information Services-Capital Outlay Office & Computer Equipment account (10011610-72120). Annual costs, i.e. hosting and annual maintenance will be included in the FY 2018 Proposed Budget for \$106,950 per year under the Information Services-Repair/Maintenance Office & Computer Equipment account (10011610-70530). Any additional training days will be purchased on an as needed basis.

| Item                                       | FY 2017             | FY 2018             | FY 2019             | FY 2020             | FY 2021             | Total               |
|--------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Annual Application Fee                     | \$106,950.00        | \$106,950.00        | \$106,950.00        | \$106,950.00        | \$106,950.00        | \$534,750.00        |
| Annual Rental Equipment Fee                | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
| Annual Cloud Services Fee                  | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
|                                            |                     |                     |                     |                     |                     |                     |
| Implementation WFC SaaS SMB                | \$34,148.75         | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$34,148.75         |
| Implementation WFC SaaS SMB A La Carte     | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
| Equipment Purchase/Support and Accessories | \$98,460.00         | \$12,636.00         | \$13,141.44         | \$13,667.10         | \$14,213.78         | \$152,118.32        |
|                                            |                     |                     |                     |                     |                     |                     |
| Bill as You Go Instructor Led Training     | \$1,800.00          | \$1,800.00          | \$1,800.00          | \$0.00              | \$0.00              | \$0.00              |
| Bill as You Go Services                    | \$56,040.00         | \$56,040.00         | \$56,040.00         | \$0.00              | \$0.00              | \$0.00              |
| <b>Total</b>                               | <b>\$297,398.75</b> | <b>\$177,426.00</b> | <b>\$177,931.44</b> | <b>\$120,617.10</b> | <b>\$121,163.78</b> | <b>\$894,537.07</b> |

Respectfully submitted for Council consideration for approval.

Prepared by:

**The Steering Committee**  
Nicole Albertson, HR Director  
Scott Sprouls, IT Director  
Jon Johnston, Procurement Manager  
Greg Moredock, Deputy Corporate Counsel

Financial & budgetary review by:

Patti-Lynn Silva, Finance Director

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David Hales  
City Manager

**Attachments:**

- Budget Ordinance
- Exhibit 1
- Proposed Kronos US Communities Contract
- Kronos Order Form (Pricing Detail)
- Kronos Statement of Work
- Return on Investment
- Presentation

Motion: that Council adopts an Ordinance amending the F17 budget in the amount of \$300,000, approve the Kronos, Inc. Agreement and authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Agreement.

**ORDINANCE NO. 2016 –**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2017**

WHEREAS, on April 11, 2016 by Ordinance Number 2016-29, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017, which Ordinance was approved by Mayor Tari Renner on April 12, 2016; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2016-29 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2016-29 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2016-29.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 28th day of November 2016.

APPROVED the \_\_\_\_ day of November 2016.

**CITY OF BLOOMINGTON**

**ATTEST:**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffrey R. Jurgens  
Corporation Counsel



Exhibit 1

| Account #                              | Fund    | Account Description                                             | Amount          |
|----------------------------------------|---------|-----------------------------------------------------------------|-----------------|
| 10010010-40000                         | General | Non-Departmental-Use of Fund Balance                            | \$ (300,000.00) |
| 10011610-72120                         | General | Information Services-Capital Outlay Office & Computer Equipment | \$ 300,000.00   |
| <u>Net Budget Increase/(Decrease):</u> |         |                                                                 | <u>-</u>        |



Quote#: Q-88972  
Expires: 12/04/2021

## RENEWAL ORDER FORM

Order Type: Renewal  
Date: 11/05/2021

---

Bill To: CITY OF BLOOMINGTON  
109 E. OLIVE STREET  
BLOOMINGTON, IL 61701 USA

Ship To: CITY OF BLOOMINGTON  
109 E. OLIVE STREET  
BLOOMINGTON, IL 61701 USA

Bill To Contact:

---

Payment Terms: Net 30 Days  
Customer PO Number:  
Renewal Term: 12 months  
Billing Frequency: Annual  
Billing Type: Advance

Currency: USD  
Solution ID: 6094635

### Contract Summary

Contract Period Start Date: 3/5/2022 12:00:00 AM  
Contract Period End Date: 3/4/2023 12:00:00 AM

**Total Price: USD 87,222.43**

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

**Annualized Contract Value: USD 87,240.00**

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.



### SaaS Application

| Product Name                                       | Duration | Quantity | Monthly Total | Total Price          |
|----------------------------------------------------|----------|----------|---------------|----------------------|
| WORKFORCE TIMEKEEPER V8 SAAS                       | 12       | 1,050    | USD 4,368.00  | USD 52,416.00        |
| KSS TOOL,FT-PT ANALYSIS REPORT V8 SAAS             | 12       | 1        | USD 260.00    | USD 3,120.00         |
| KSS TOOL,ATTESTATION TOOL KIT V8 SAAS              | 12       | 1,050    | USD 229.32    | USD 2,751.84         |
| WORKFORCE EMPLOYEE V8 SAAS                         | 12       | 1,050    | USD 0.00      | USD 0.00             |
| WORKFORCE MANAGER V8 SAAS                          | 12       | 10       | USD 135.20    | USD 1,622.40         |
| WORKFORCE MANAGER V8 SAAS                          | 12       | 10       | USD 135.20    | USD 1,622.40         |
| WORKFORCE MANAGER V8 SAAS                          | 12       | 105      | USD 0.00      | USD 0.00             |
| WORKFORCE ABSENCE MANAGER V8 SAAS                  | 12       | 1,050    | USD 1,124.76  | USD 13,497.12        |
| WORKFORCE INTEGRATION MANAGER V8 SAAS              | 12       | 1,050    | USD 0.00      | USD 0.00             |
| WORKFORCE MOBILE EMPLOYEE V8 SAAS                  | 12       | 1,050    | USD 0.00      | USD 0.00             |
| WORKFORCE MOBILE MANAGER V8 SAAS                   | 12       | 125      | USD 0.00      | USD 0.00             |
| WORKFORCE INTEGRATION MANAGER V8 TO TELESTAFF SAAS | 12       | 1        | USD 0.00      | USD 0.00             |
| WORKFORCE TIMEKEEPER V8 SAAS                       | 12       | 150      | USD 705.90    | USD 8,470.80         |
| WORKFORCE MANAGER V8 SAAS                          | 12       | 15       | USD 0.00      | USD 0.00             |
| WORKFORCE MOBILE MANAGER V8 SAAS                   | 12       | 15       | USD 0.00      | USD 0.00             |
| WORKFORCE MOBILE EMPLOYEE V8 SAAS                  | 12       | 150      | USD 0.00      | USD 0.00             |
| WORKFORCE EMPLOYEE V8 SAAS                         | 12       | 150      | USD 0.00      | USD 0.00             |
| WORKFORCE INTEGRATION MANAGER V8 SAAS              | 12       | 150      | USD 0.00      | USD 0.00             |
| WORKFORCE ABSENCE MANAGER V8 SAAS                  | 12       | 150      | USD 202.13    | USD 2,425.56         |
| KSS TOOL,ATTESTATION TOOL KIT V8 SAAS              | 12       | 150      | USD 40.43     | USD 485.11           |
| WORKFORCE MANAGER V8 SAAS                          | 12       | 5        | USD 67.60     | USD 811.20           |
| WORKFORCE MOBILE MANAGER V8 SAAS                   | 12       | 5        | USD 0.00      | USD 0.00             |
| <b>Total Price</b>                                 |          |          |               | <b>USD 87,222.43</b> |

### Additional Hosting Services

| Product Name                 | Duration | Quantity | Monthly Total | Total Price     |
|------------------------------|----------|----------|---------------|-----------------|
| Subscription Add on Services | 12       | 1        | USD 0.00      | USD 0.00        |
| <b>Total Price</b>           |          |          |               | <b>USD 0.00</b> |

### Education Services

| Item                        | Quantity | Total Price     |
|-----------------------------|----------|-----------------|
| KNOWLEDGE PASS SAAS WFC SMB | 1        | USD 0.00        |
| <b>Total Price</b>          |          | <b>USD 0.00</b> |

**CITY OF BLOOMINGTON****Kronos Incorporated**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Gregg Peterson \_\_\_\_\_

Title: \_\_\_\_\_

Title: Sr Manager - Cloud Renewal Operations \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Date: 12/8/2021 \_\_\_\_\_

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** CITY OF BLOOMINGTON  
**Solution ID:** 6094635  
**Contract #:** 1203213 R04-NOV-21  
**Date:** 08-NOV-2021  
**Prepared by:** Yolanda Abram / US PublicSector2

**Bill To:** CITY OF BLOOMINGTON  
PO BOX 3157  
BLOOMINGTON IL 61702  
UNITED STATES

**Ship To:** CITY OF BLOOMINGTON  
109 E. OLIVE STREET  
BLOOMINGTON IL 61701  
UNITED STATES

**Contact:** MEGAN HORATH  
**Email:** mhorath@cityblm.org

## CONTRACT SUMMARY

**Contract Period:** 05-MAR-2022 - 04-MAR-2023

| Description                | Support Services | Estimated Tax | Subtotal         |
|----------------------------|------------------|---------------|------------------|
| Equipment Support Services | 14,784.00        | 0.00          | 14,784.00        |
| <b>Total</b>               | <b>14,784.00</b> | <b>0.00</b>   | <b>14,784.00</b> |

**Annualized Contract Value:** 14,784.00

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

If you are tax exempt; please provide a copy of your "Tax Exempt" certificate with your PO or signed quote.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

### CITY OF BLOOMINGTON

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### KRONOS INCORPORATED

Signature: \_\_\_\_\_

Name: Yolanda Abram

Title: Contract Administrator III

Date: 12/07/2021



**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** CITY OF BLOOMINGTON  
**Solution ID:** 6094635  
**Contract #:** 1203213 R04-NOV-21  
**Date:**  
**Prepared by:** Yolanda Abram / US PublicSector2

**Bill To:** CITY OF BLOOMINGTON  
PO BOX 3157  
BLOOMINGTON IL 61702  
UNITED STATES

**Ship To:** CITY OF BLOOMINGTON  
109 E. OLIVE STREET  
BLOOMINGTON IL 61701  
UNITED STATES

**Contact:** MEGAN HORATH  
**Email:** mhorath@cityblm.org

## EQUIPMENT SUPPORT SERVICES

| Line | Support Service Level | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|-----------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Depot Exchange        | Data Collection: InTouch | 30       | 05-MAR-2022 | 04-MAR-2023 | 365             |
| 2    | Depot Exchange        | Options: InTouch         | 30       | 05-MAR-2022 | 04-MAR-2023 | 365             |

|                            | Support Services | Estimated Tax | Subtotal  |
|----------------------------|------------------|---------------|-----------|
| Equipment Support Services | 14,784.00        | 0.00          | 14,784.00 |



**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Subscription  
**Customer:** CITY OF BLOOMINGTON  
**Solution ID:** 6138607  
**Contract #:** 1203217 S05-NOV-21  
**Date:** 17-FEB-2022  
**Prepared by:** Sarah Hoban / US Subscription

**Bill To:** CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701  
UNITED STATES

**Ship To:** CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701  
UNITED STATES

**Contact:** NICOLE ALBERTSON  
**Email:**

## CONTRACT SUMMARY

**Contract Period:** 06-MAR-2022 - 05-MAR-2023

| Description               | Support Services | Estimated Tax | Subtotal         |
|---------------------------|------------------|---------------|------------------|
| Software Support Services | 35,312.16        | 0.00          | 35,312.16        |
| <b>Total</b>              | <b>35,312.16</b> | <b>0.00</b>   | <b>35,312.16</b> |

**Annualized Contract Value:** 35,312.16

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

By signing this Order Form, Customer is agreeing to decrease its: UKG Telestaff Enterprise v7.1+ from 470 to 400 licenses. UKG Telestaff Bidding v7.1+ from 260 to 200 licenses. UKG Telestaff Global Access v7.1+ from 470 to 400 licenses. UKG Telestaff Institution Focus v7.1+ from 470 to 400 licenses. UKG Telestaff Contact Manager v7.1+ from 470 to 400 licenses. UKG Telestaff SMS Manager v7.1+ from 470 to 400 licenses. This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

### CITY OF BLOOMINGTON

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### KRONOS INCORPORATED

Signature: \_\_\_\_\_

Name: Elaine Tellier

Title: Sr Business Process Analyst

Date: 2/18/2022



**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Subscription  
**Customer:** CITY OF BLOOMINGTON  
**Solution ID:** 6138607  
**Contract #:** 1203217 S05-NOV-21  
**Date:**  
**Prepared by:** Sarah Hoban / US Subscription

**Bill To:** CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701  
UNITED STATES

**Ship To:** CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701  
UNITED STATES

**Contact:** NICOLE ALBERTSON  
**Email:**

## SOFTWARE SUPPORT SERVICES

| Line | Support Service Level         | Covered Product                       | License Count | Start Date  | End Date    | Duration (days) |
|------|-------------------------------|---------------------------------------|---------------|-------------|-------------|-----------------|
| 1    | Subscription Software Service | UKG TELESTAFF BIDDING V7.1+           | 200           | 06-MAR-2022 | 05-MAR-2023 | 365             |
| 2    | Subscription Software Service | UKG TELESTAFF CONTACT MANAGER V7.1+   | 400           | 06-MAR-2022 | 05-MAR-2023 | 365             |
| 3    | Subscription Software Service | UKG TELESTAFF ENTERPRISE V7.1+        | 400           | 06-MAR-2022 | 05-MAR-2023 | 365             |
| 4    | Subscription Software Service | UKG TELESTAFF GATEWAY MANAGER V7.1+   |               | 06-MAR-2022 | 05-MAR-2023 | 365             |
| 5    | Subscription Software Service | UKG TELESTAFF GLOBAL ACCESS V7.1+     | 400           | 06-MAR-2022 | 05-MAR-2023 | 365             |
| 6    | Subscription Software Service | UKG TELESTAFF INSTITUTION FOCUS V7.1+ | 400           | 06-MAR-2022 | 05-MAR-2023 | 365             |
| 7    | Subscription Software Service | UKG TELESTAFF SMS MANAGER V7.1+       | 400           | 06-MAR-2022 | 05-MAR-2023 | 365             |

|                           | Support Services | Estimated Tax | Subtotal  |
|---------------------------|------------------|---------------|-----------|
| Software Support Services | 35,312.16        | 0.00          | 35,312.16 |





Quote#: Q-97266  
Expires: 19 Mar, 2022  
Sales Executive: Scott Gleske

**ORDER FORM**  
Order Type: Amendment  
Date: 17 Feb, 2022

**Bill To Contact:**

Bill To: CITY OF BLOOMINGTON  
109 E. OLIVE STREET  
BLOOMINGTON, IL 61701 USA

**Ship To Contact: Maria Teresa Basalay**

Ship To: CITY OF BLOOMINGTON  
109 E. OLIVE STREET  
BLOOMINGTON, IL 61701 USA

Ship to Phone: 3094342599  
Ship to Mobile:  
Contact: Maria Basalay  
Email: cloudservices-licensing@ukg.com

Currency: USD  
Customer PO Number:  
Solution ID: 6094635  
Term: Co-Term  
Billing Start Date: Upon Signature of Order Form  
Data Center Location: USA

Shipping Terms: Shipping Point  
Ship Method:  
Freight Term: Prepay & Add  
Renewal Term: 12 months  
Payment Terms: Net 30 Days

**Order Notes:**

This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

**SaaS Services**

Billing Frequency: Annual in Advance

| Product Name                     | Quantity | PEPM      | Monthly Price     |
|----------------------------------|----------|-----------|-------------------|
| WORKFORCE MANAGER V8 SAAS        | 10       | USD 13.00 | USD 130.00        |
| WORKFORCE MOBILE MANAGER V8 SAAS | 10       | USD 0.00  | USD 0.00          |
| <b>Total Price</b>               |          |           | <b>USD 130.00</b> |

**Quote Summary**



| Item                                         | Total Price |
|----------------------------------------------|-------------|
| Total Monthly SaaS and Equipment Rental Fees | USD 130.00  |

**CITY OF BLOOMINGTON****Kronos Incorporated**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Date: 2/18/2022 | 12:51 PM EST

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

# UKG (Ultimate Kronos Group)

Workforce Management Solutions



- [Overview](#)
- [Contract Documentation](#)
- [State and Local Government](#)
- [K-12](#)
- [Higher Education](#)
- [Public Safety](#)
- [Non-Profit](#)

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

## **Workforce Management Systems and Related Products, Services and Solutions**

**Cobb County, GA**

## **Contract Number: 18220 and 18221**

Awarded to: Kronos Incorporated #18220 and Kronos SaasShr, Inc. #18221

March 18, 2019 through March 17, 2022

Option to renew for three (3) additional one-year periods through March 17, 2025

RENEWED THROUGH March 17, 2023

## **Executive Summary**

- [Executive Summary](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

## **Master Agreement Documents**

- [Official Signed Contract #18220](#)
- [Official Signed Contract #18221](#)
- [Contract Award Documents](#)
- [Contract Amendment 1 - #18220](#)
- [Contract Amendment 2 - #18220](#)
- [Contract Amendment 3 - #18220](#)
- [Contract Amendment 1 - #18221](#)
- [Contract Amendment 2 - #18221](#)
- [Contract Amendment 3 - #18221](#)

## **Response Evaluation**

- [Supplier Response to RFP](#)
- [Evaluation Summary](#)

## **Solicitation Process**

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Addendum 2](#)
- [Proof of Publication](#)
- [PreProposal Sign Sheet](#)
- [RFP Response Receipt List](#)



## CONSENT AGENDA ITEM NO. 7.D

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Public Works Department and Police Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve 1) the Purchase of seven (7) Ford Police Interceptor Utility Hybrid Vehicles through the State of Illinois Joint Purchase Contract (#19-416CMS-BOSS4-P-11453) from Morrow Brothers Ford, in the amount of \$378,795, and 2) the Disposal of the replaced units by public auction, as requested by the Public Works Department and the Police Department.

**RECOMMENDED MOTION:**

The proposed Purchase and Disposal be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1a. Budget with adequate resources to support defined services and level of services

**BACKGROUND:** Public Works and the Police Department are recommending the purchase of (7) seven Ford Police Interceptor Utility Hybrid Electric Vehicles (HEVs) through the State of Illinois Joint Purchase Contract from Morrow Brothers Ford of Greenfield, IL, in the amount of \$378,795. The purchase includes four (4) patrol HEVs in the amount of \$213,040; one (1) patrol HEV with dual A/C in the amount of \$53,870; one (1) K9 HEV with dual A/C and K9 system in the amount of \$61,840; and one (1) detective vehicle with a hybrid engine option in the amount of \$50,045. The patrol HEV with dual A/C has that option so that it would be able to be used as a K9 vehicle in the future.

Eleven vehicle bids have been released since near the end of FY 2020 and the City has only received one bid from a local firm. City staff has reached out by phone, survey, and held a meeting for the local dealerships to try to increase participation and have also included twelve local dealers on all the bid notices. The bid process usually takes about six to eight weeks from release until bid award and allows staff time to prepare and evaluate the bid packets and submissions. Of the other bids that the City has received that are not local, the IL State contract or other joint purchasing cooperative contracts have provided prices that are lower than the bid submissions.

The Police Department has five (5) marked patrol units, one (1) K9 unit, and one (1) detective unit to be replaced in this fiscal year. Most of the units will have over 100,000 miles when the new units arrive and are put into service. One of the units is over seventeen (17) years old.

Normal replacement of marked patrol cars is at 100,000 miles. Total repair and maintenance on the seven units is \$80,118.92 to date. Recent issues with these vehicles include engine overheating, issues with the emergency lights, chassis lights, transmission, suspension, driver's seat, ignition system, steering, motor mounts, and HVAC. Staff respectfully requests to replace the seven (7) units that are scheduled at this time or units that need repairs that exceed their value at the time the new units are put in service. The replaced units will be removed from service and evaluated for possible redeployment to other City departments that have older units with low miles that are rusting out. Staff respectfully requests to have the remaining replacement units declared surplus and be sold on public auction at [publicsurplus.com](http://publicsurplus.com) or [govdeals.com](http://govdeals.com). Estimated value of these surplus units is over \$26,000.

In January 2020, Public Works completed an analysis of idle reduction technologies (IRT), based on a request from Council and Administration. IRT reduces fuel consumption and fuel costs. Based on the research, staff recommends purchasing HEVs with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT as an aftermarket item, especially for cars and SUVs that are traditionally required to run specialty equipment by idling with a vehicle running, such as some Police Department and Fire Department vehicles. Purchasing vehicles with IRT may increase the budgeted amount for each vehicle, but with a predicted payback period of about 1.2 years per vehicle and the immediate reduction in fuel consumption and fuel costs, HEVs with IRT are the best option to keep in line with Strategic Plan and Comprehensive Plan goals as well as reduce fuel costs in the long term.

While Public Works and Police initially recommended a pilot program to test a single HEV with IRT for police over one year, the first vehicle ordered for the pilot program has been in service for about 5 months and has less than 3,000 miles at this time. It is showing a fuel savings of \$.04 per mile. Public Works staff has continued to follow up with other agencies who currently use these vehicles, and they have found the vehicles to be reliable and meet their needs. In March 2021, Council approved the purchase of seven Ford Police Interceptor Utility HEVs, among other vehicles. The HEV units are on order and will be delivered after the upfitting is complete.

The City is using the state and cooperative purchasing contracts to have Ford and the selling dealer upfit the units. The City used this process the last three fiscal years and is very pleased with the results. All the new units were put into service within a few weeks. In the past, Fleet has removed the old units from service, stripped the police equipment, and upfitted the new units. This process can take four to five months to get finished, as fleet technicians are pulled from this task to repair other units in the fleet. It should be noted that, since these vehicles are specialized, they are not a viable fit for a local bidding process.

The current police fleet is made up of Chevrolet Impala sedans, Chevrolet Caprice sedans, Chevrolet Tahoe SUVs, Ford Police Interceptor sedans, Ford Transit vans, and Ford Police Interceptor Utility SUVs. The City uses a mix of vehicles so that the entire fleet is not down due to a safety recall, of which there have been many the past few years. The new units were selected for use because they have increased driver interior space, they have all-wheel drive capability for use in snow and ice events, and they are pursuit rated.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

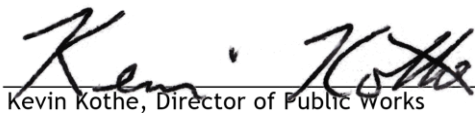
**FINANCIAL IMPACT:** If approved, the City will be paying cash for these General Fund vehicles totaling \$378,795. Seven vehicles budgeted for \$375,703 are included for replacement in the Police Department-Capital Outlay Licensed Vehicle account (10015110-72130). Although \$3,092 over budget, sufficient budgeted funds exist in the Police Budget to cover the difference. Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement Program" on page 92. Originally budgeted as a capital lease purchase, a budget amendment was approved by City Council on August 9, 2021, Item 7D to pay cash for all General Fund machinery, equipment, and vehicles in FY 2022.

**COMMUNITY DEVELOPMENT IMPACT:** Goal PS-3. A comprehensive emergency preparedness plan, Objective PS-3.1. Ensure the safety of Bloomington's residents in emergency situations.

Respectfully submitted for Council consideration.

Prepared by: Rob Kroner, Superintendent of Fleet Management

Reviewed by:

  
Kevin Kothe, Director of Public Works

2/11/2022

  
Carla Murillo, Procurement Manager

2/16/2022

  
Chris Tomerlin, Budget Manager

2/21/2022

  
Jeffrey R. Jurgens, Corporation Counsel

2/23/2022

  
Tara Henry, Legislative Assistant & Records Manager

2/24/2022

**Attachments:**

- POL 1B Police Vehicles Purchase Summary
- POL 1C Pursuit and K9 Vehicles Proposal
- POL 1D Detective Vehicle Proposal
- POL 1E Idle Reduction Technologies Analysis



**Purchase Summary of Police Vehicles through the State of Illinois  
Joint Purchase Contract from Morrow Brothers Ford of Greenfield, IL**

| <u>Item</u>                                                                                                             | <u>Quantity</u> | <u>Purchase Price</u> | <u>Total Cost</u>   |
|-------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|---------------------|
| Ford Police Interceptor Utility Hybrid Electric Vehicles                                                                | 4               | \$53,260.00           | \$213,040.00        |
| Ford Police Interceptor Utility Hybrid Electric Vehicle with dual A/C (option to be used as a K9 vehicle in the future) | 1               | \$53,870.00           | \$53,870.00         |
| Ford Police Interceptor Utility K9 Hybrid Electric Vehicle with dual A/C and K9 System                                  | 1               | \$61,840.00           | \$61,840.00         |
| Ford Police Interceptor Utility Detective vehicle with a hybrid engine option                                           | 1               | \$50,045.00           | \$50,045.00         |
| Totals                                                                                                                  | 7               |                       | <b>\$378,795.00</b> |

**Approved by:**

\_\_\_\_\_  
City Manager, Tim Gleason

\_\_\_\_\_  
Date



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

January 24, 2022

City of Bloomington Illinois  
Rob Krones

Patrol Units

IL Contract 19-416CMS-P-11453

We have figured the following for your consideration.

**1-New 2022 Ford Police Interceptor Utility AWD 3.3L Hybrid Engine**

UM Black Exterior, Cloth Front Bucket Seats, Vinyl Rear Bench Seat  
18D Hatch Timer Delete, 60A Grill/Lamp/Speaker Wiring  
51T Driver's Side LED Spotlight, 47A Factory Police Engine Idle  
66A Headlamp Wig-Wag System, 66C Rear Lighting Solution  
86T Tail-Lamp Pre-Drill, 17T Rear Red/White Dome  
43A Rear Lift-Gate Lighting, 63L Whelen LED Side Glass  
19V Rear Camera on Demand, 52P Hidden Door Lock Plunger  
55F Remote Keyless w/ 4 Fobs 76P Pre-Collision Assist  
549 Power Heated Mirrors, 76R Reverse Sensing System  
60R Noise Suppression, Delivery to Bloomington, IL.  
Warning Equipment Per Attached  
All other standard equipment

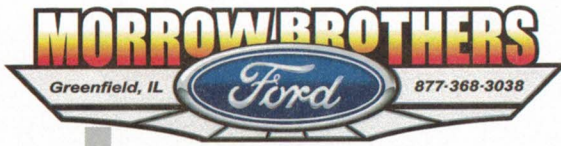
Illinois Government Price \$53,260.00 Each

Option: Dual A/C System      Add \$610.00

Let me know if you have any questions.

Thank you,

  
Richie Morrow Wellenkamp  
Government Sales Manager  
Morrow Brothers Ford, Inc.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

## City of Bloomington Illinois Patrol Vehicle Warning Equipment

Fully Populated 48" Whelen Liberty II Super LED Light Bar w/Traffic Preemption

All Linear Super LED Light Heads Red/Blue

Super LED Take-Down Lights w/Wig-Wag

Integrated Traffic Advisor, LED Alley Lights

Whelen Full Feature Siren

Wail, Yelp, Priority

Air Horn Tones, PA.

Integrated Light Controls

100 Watt Siren Speaker w/Bracket

Custom Console w/Arm Rest/Cup Holders/3-12 Volt Power Outlet

2-Front Corner LED's, 2-Rear Tail Lamp LED's

Rear Window Armor for 2<sup>nd</sup> Row and Cargo Area

Setina Front Prisoner Partition w/Weapons Recess

Setina P.I. Utility Prisoner Transport Rear Seat w/Rear Cargo Barrier

Whelen Rear Side Glass and Grill LED Warning

Whelen LED Light in prisoner area

Computer Mount, Charge Guard, Install customer docking station

Prep for customer supplied 2-way radio, Install customer supplied antennas

Installation of customer supplied video camera system

All Parts, Labor and Professional Installation

Option:

Havis K9 System and Installation

Includes: Door Popper, Window Fan, and Heat Alarm      Add \$7,970.00





WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

January 27, 2022

City of Bloomington Illinois  
Rob Kronen

Investigation Unit    IL Contract 19-416CMS-P-11453

We have figured the following for your consideration.

**1-New 2022 Ford Police Interceptor Utility AWD 3.3L Gasoline Engine**

Exterior Color TBD, Cloth Front Bucket Seats, Vinyl Rear Bench Seat

18D Hatch Timer Delete, 60A Grill/Lamp/Speaker Wiring

51T Driver's Side LED Spotlight, 47A Factory Police Engine Idle

66A Headlamp Wig-Wag System, 66C Rear Lighting Solution

86T Tail-Lamp Pre-Drill

17T Rear Red/White Dome

63L Whelen LED Side Glass

63B Mirror LED Warning

19V Rear Camera on Demand

55F Remote Keyless w/ 4 Fobs

76P Pre-Collision Assist

549 Power Heated Mirrors

76R Reverse Sensing System

60R Noise Suppression

Delivery to Bloomington, IL.

Warning Equipment Per Attached

All other standard equipment

Illinois Government Price \$46,670.00 Each

Option: Hybrid Engine    Add \$3,375.00

Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp  
Government Sales Manager  
Morrow Brothers Ford, Inc.

# Idle Reduction Technologies Available from the Factory

January 2020

## *At a Glance*

Idle reduction technologies (IRTs) are technologies that reduce fuel consumption and fuel costs. Initially, these devices were sold as aftermarket add-ons to vehicles, especially police vehicles. Though the aftermarket add-ons are effective and have been implemented in several large cities, more recent technological developments from vehicle manufacturers may have made aftermarket IRTs for non-hybrid vehicles unnecessary in most applications. For the Police Department, staff recommends implementing the purchase of hybrid vehicles with IRTs as vehicles are replaced, when appropriate, rather than purchasing aftermarket IRTs that would have to be quickly phased out of the fleet as vehicles are replaced. Hybrid vehicles with IRTs have a higher initial cost, but show a higher reduction in fuel consumption and cost than aftermarket IRTs added to a non-hybrid vehicle. For the Fire Department, a few fire apparatus in the City have diesel generators that help reduce fuel consumption, but they do not power for all equipment, including air conditioning and heating. Adding a diesel generator to fire apparatus would be cost-prohibitive. However, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

## Scope

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Professor Emeritus William Rua met with council members, the city manager, and the Public Works director to discuss, among other topics, anti-idling technologies, which are commonly known as IRTs. The city manager directed staff to research the feasibility of these technologies to reduce fuel consumption and fuel costs. Staff's research is independent of Rua's initial findings, but builds on the information he provided, such as providing an update to the IRT efforts in Columbus, Ohio.

## Background

---

Fleet Management continues to follow Strategic Plan and Comprehensive Plan goals to consider ways to "green the fleet" in responsible and practical matters. The City's Strategic Plan specifically calls for the incorporation of "green sustainable" concepts into the City's development and plans. In addition, the City's Comprehensive Plan includes the goal and objective to reduce air pollutants and other impacts produced by transportation, which includes ongoing reductions in greenhouse gas emissions from transportation sources.

Based on the most recent calculations, the city has 191 vehicles that run on alternative fuel, including 6 hybrid vehicles. In addition to these measures, The City has an existing citywide anti-idling policy, and the Police Department and Fire Department each have internal anti-idling policies. However, these policies rely on compliance and knowledge of the specifics of the anti-idling policy in order to comply. This is not to say that the policies are ineffective, but IRTs, especially on hybrid vehicles, are an additional, easy way to prevent unnecessary idling.

# Findings

---

## Descriptions of Idle Reduction Technologies

Much of the information in this section is found in a 2016 case study by Russel J. Owens and Michael D. Laughlin titled "Case Study - Idling Reduction Technologies for Emergency Service Vehicles." Additional information for each IRT (apart from engine control unit modifications), as well as information from individual agencies that have used each system, are available in this study. The study provides further insight that is not provided in the memorandum and is recommended for further reading. Although the study was written prior to the introduction of factory battery auxiliary power units, much of the information is useful for background information. Out of these options, staff recommends implementing factory battery auxiliary power units, which are available on hybrid vehicles, to reduce idling in police and other patrol vehicles that frequently idle as a requirement to keep electrical equipment running.

### *Benefits of IRTs<sup>1</sup>*

- Reduce emissions and improve air quality for neighborhoods and those on the scene
- Reduce noise pollution to keep neighborhoods quieter and make communication easier
- Reduce operating costs and improve vehicle life
- Reduce fuel usage and cost
- Units may be able to pay for themselves, depending on system, savings, and battery costs

### *Common Types of IRTs<sup>1</sup>*

- Battery auxiliary power unit (APU)
- Diesel combustion engine APU
- Managed engine stop/start system
- Electrified parking spaces (EPS)
- Engine control unit (ECU) modifications

Another type of IRT, which is similar to a managed engine stop/start system, is an automatic shutoff that many passenger vehicles have that shut the engine off at a stoplight or in heavy traffic. However, this type of system does not address the issues faced by police and fire departments that may be required to have vehicles idling for an hour or more to keep equipment running. Some vehicles in the City of Bloomington use this technology.

### Battery Auxiliary Power Unit<sup>1</sup>

- Bank of deep-cycle batteries and a controller to manage the use of stored energy
- Either always engaged or have to be manually engaged
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- May be charged with stored energy and/or grid electrical power
- Multiple manufacturers for aftermarket applications including Stealth Power, ZeroRPM, and GRIP
- Aftermarket batteries may need to be replaced every 2-3 years
- Available from the factory for the 2020 Ford Police Interceptor Utility Hybrid SUV
- Most prevalent IRT chosen for police vehicles and ambulances
- Not available for firetrucks at this time

*Columbus, Ohio Results<sup>2</sup>*

In 2014, the City of Columbus, Ohio began using a battery APU, known as GRIP Idle Management (GRIP), on approximately 300 new police cruisers, using state grant funds. These aftermarket devices allowed the cruisers to reduce idling and reduce fuel consumption. The technology stops and restarts a cruiser automatically without affecting the on-board power needs that are essential to operate computers and radio communications. However, with the introduction of the Ford Police Interceptor Utility hybrid, the City of Columbus began phasing out the GRIP units and purchasing the hybrids instead. Additional information is available in the "Comparing Aftermarket and Factory Battery Auxiliary Power Units."

**Diesel Combustion Engine Auxiliary Power Unit<sup>1</sup>**

- Uses a diesel generator that uses fuel from the main-engine fuel tank
- Can supply electric loads directly or charge deep-cycle batteries
- Engages after a certain amount of time idling
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- If using a deep-cycle battery, can also be charged with grid electrical power
- High maintenance cost, potentially high install cost
- Not typically used for police vehicles and ambulances due to size
- Most prevalent IRT chosen for firetrucks

**Electrified Parking Space<sup>1</sup>**

- Grid electrical power kiosk that provides power for electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- Drivers park next to the kiosk, connect the required power and HVAC, and then turn the vehicle engine off
- Stays operational as long as the vehicle is connected
- Only useful if vehicles park in the same location throughout the year (i.e. ambulance regularly parked at a dispatch location far from the fire station)

**Managed Engine Stop/Start System<sup>1</sup>**

- Electronic controller that monitors battery charge and engine start/stop
- Some use a deep-cycle starter battery, while others add a separate deep-cycle storage battery
- Automatically shuts down engine after vehicle is in Park and has idled for a set period of time
- Monitors battery voltage and restarts the engine when voltage drops below a defined safe operating threshold, and the engine then partially recharges the battery using the alternator
- Subsequent engine shutdowns are shorter
- Electric devices powered by the battery
- Run time depends on power draw
- Low capital cost
- Easy to install

**ECU Modifications<sup>3,4</sup>**

- Uses software to modify the vehicle's ECU to increase performance and efficiency during idling
- Vehicles still idle, but at a lower RPM, which can have some of the benefits of the other systems
- Low comparative cost
- Derive Efficiency and others sell this service
- Not as effective as other technologies

*Ontario, California Results<sup>3</sup>*

In June 2016, the city used Derive Efficiency to calibrate five vehicles in its fleet, identifying five additional cars as control vehicles, said Craig Grabow, fleet services manager for the city. Three of the calibrated vehicles were from the Police Department, while two were from Utilities and Parks & Maintenance. Grabow had the police vehicles — a Ford Police Interceptor Utility, a Ford Crown Victoria, and a Chevrolet Tahoe PPV — calibrated for improved performance and efficiency during idling. He had two trucks — a Ford F-150 and a Chevrolet Silverado — calibrated for high fuel efficiency as well as reduced fuel use during idling. Grabow said the vehicles in the pilot on average idle 56% of the time, and average fuel consumption is 140 gallons per month, per vehicle. Using Derive's engine optimization software, the vehicles consumed 22.5 gallons less per month on average per vehicle. Using an average cost per gallon of \$2.78, the average savings in fuel is calculated to be \$62.55 per month, or \$750.60 per year, per vehicle.

**Comparing Aftermarket and Factory Battery Auxiliary Power Units**

Using verified data provided by Ford Motor Company and local vendors, combined with information from GRIP, other municipalities, and local data, staff developed a table that shows a comparison between aftermarket and factory battery auxiliary power units, including price, predicted fuel consumption reduction, and predicted fuel cost reduction. The data shows that purchasing a hybrid Ford Police Interceptor Utility with IRT, with an estimated cost difference of \$3,375 from a standard Ford Police Interceptor Utility, would have a 1.2-year payback period and an annual fuel savings of 1,273 gallons or \$2,763 with the current average fuel price. To add equivalent IRT technology to a standard Ford Police Interceptor Utility would cost about \$3,000, not including installation, maintenance, or impacts to vehicle warranty, and would have a 2.2-year payback period and an annual fuel savings of 622 gallons or \$1,351 with the current average fuel price. The data shows that purchasing the hybrid Ford Police Interceptor Utility is more cost-effective and saves more gallons of fuel than adding IRT to a standard Ford Police Interceptor Utility. Additional data is found in the table on the next page.



## Idle Reduction Comparison

### Ford Police Interceptor Utility 3.7L AWD No IRT

|        |                                             |
|--------|---------------------------------------------|
| 20,000 | Miles driven per year                       |
| 17     | MPG-Projected EPA estimated combined rating |
| 1176   | Gallons of fuel consumed per Year           |

|       |                                   |
|-------|-----------------------------------|
| 4.9   | Hours idling per 8 hour shift     |
| 0.464 | Gallons of fuel consumed per hour |
| 2     | Shifts per day                    |
| 365   | Days per year                     |
| 1660  | Gallons of fuel consumed per year |

|                |                                                |
|----------------|------------------------------------------------|
| <b>2,836</b>   | <b>Total Gallons of fuel consumed per year</b> |
| <b>\$2.17</b>  | <b>Average fuel price</b>                      |
| <b>\$6,155</b> | <b>Annual Fuel Cost</b>                        |

### Ford Police Interceptor Utility HEV AWD (Hybrid) Includes IRT from Factory

|        |                                             |
|--------|---------------------------------------------|
| 20,000 | Miles driven per year                       |
| 24     | MPG-Projected EPA estimated combined rating |
| 833    | Gallons of fuel consumed per Year           |

|       |                                      |
|-------|--------------------------------------|
| 4.9   | Hours idling per 8 hour shift w/ IRT |
| 0.204 | Gallons of fuel consumed per hour*   |
| 2     | Shifts per day                       |
| 365   | Days per year                        |
| 730   | Gallons of fuel consumed per year    |

\*56% reduction in fuel consumption per manufacturer

|                |                                                |
|----------------|------------------------------------------------|
| <b>1563</b>    | <b>Total gallons of fuel consumed per year</b> |
| <b>\$2.17</b>  | <b>Average fuel price†</b>                     |
| <b>\$3,392</b> | <b>Annual fuel cost</b>                        |
| <b>1,273</b>   | <b>Gallons of fuel saved per year</b>          |
| <b>\$2,763</b> | <b>Annual savings</b>                          |

† Based on 12-month average from monthly reports

| # Years               | 4        | 5        | 6        |
|-----------------------|----------|----------|----------|
| <b>Fuel Reduction</b> | 5,093    | 6,366    | 7,639    |
| <b>Savings</b>        | \$11,052 | \$13,814 | \$16,577 |

|         |                |
|---------|----------------|
| \$3,375 | Estimated Cost |
| 1.2     | Years Payback  |

### Ford Police Interceptor Utility 3.7L AWD w/ GRIP Anti-Idle System

|        |                                             |
|--------|---------------------------------------------|
| 20,000 | Miles driven per year                       |
| 17     | MPG-Projected EPA estimated combined rating |
| 1176   | Gallons of fuel consumed per Year           |

|       |                                      |
|-------|--------------------------------------|
| 4.9   | Hours idling per 8 hour shift w/ IRT |
| 0.290 | Gallons of fuel consumed per hour†   |
| 2     | Shifts per day                       |
| 365   | Days per year                        |
| 1037  | Gallons of fuel consumed per year    |

†37.5% reduction in fuel consumption per manufacturer

|                |                                                |
|----------------|------------------------------------------------|
| <b>2214</b>    | <b>Total gallons of fuel consumed per year</b> |
| <b>\$2.17</b>  | <b>Average fuel price†</b>                     |
| <b>\$4,804</b> | <b>Annual fuel cost</b>                        |
| <b>622</b>     | <b>Gallons of fuel saved per year</b>          |
| <b>\$1,351</b> | <b>Annual savings</b>                          |

| # Years               | 4       | 5       | 6       |
|-----------------------|---------|---------|---------|
| <b>Fuel Reduction</b> | 2,490   | 3,112   | 3,734   |
| <b>Savings</b>        | \$5,403 | \$6,753 | \$8,103 |

|         |                 |
|---------|-----------------|
| \$3,000 | Estimated Cost‡ |
| 2.2     | Years Payback   |

‡ Hardware cost, does not include installation, maintenance, or impacts to vehicle warranty

## Recommendations

---

Staff recommends purchasing hybrid vehicles with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT, especially for cars and SUVs that are traditionally required to run specialty equipment by idling with a vehicle running, such as some Police Department and Fire Department vehicles. This may increase the budgeted amount for each vehicle, but with a predicted payback period of about 1.2 years per vehicle, and the immediate reduction in fuel consumption and fuel costs, hybrid vehicles with IRT are the best option to keep in line with Strategic Plan and Comprehensive Plan goals as well as reduce fuel costs in the long term. For larger vehicles in the Fire Department, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

## References

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<sup>1</sup> Owens, R. J., & Laughlin, M. D. (2016). Case Study - Idling Reduction Technologies for Emergency Service Vehicles. Argonne, Illinois.

<sup>2</sup> City of Columbus Division of Fleet Management. (2019). Green Fleet Action Plan 2019-2021, 2019 Mid-Year Update. Columbus, Ohio.

<sup>3</sup> Government Fleet. (2019, April 5). Calif. City Reduces Fuel Use With Vehicle Calibration. Retrieved from Government Fleet: <https://www.government-fleet.com/139728/calif-city-reduces-fuel-use-with-vehicle-calibration>

<sup>4</sup> Government Fleet. (2015, March 9). Police Fleet Slashes Idle Fuel Costs by 26%. Retrieved from Government Fleet: <https://www.government-fleet.com/128326/fla-police-fleet-slashes-idle-fuel-costs-by-26>



## CONSENT AGENDA ITEM NO. 7.E

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Parks, Recreation and Cultural Arts Department

**WARD IMPACTED:** Ward 7

**SUBJECT:** Consideration and action to approve the Proposal and Agreement for Geotechnical Engineering Services for the O'Neil Park & Pool Project, as requested by the Parks, Recreation and Cultural Arts Department.

**RECOMMENDED MOTION:**

The proposed Proposal and Agreement be approved.

**STRATEGIC PLAN LINK:**

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 2e. Investing in the City's future through a realistic, funded capital improvement program
- Objective 1d. City services delivered in the most cost-effective, efficient manner

**BACKGROUND:** Parks, Recreation, and Cultural Arts is recommending the approval of a geotechnical services proposal needed for the O'Neil Park and Pool Project. These services include the testing of soil, concrete, asphalt, and other special testing required by the International Code Council to ensure that the City's project is constructed properly and safely.

Ramsey Geotechnical Engineering, Midwest Engineering and Testing and Land Engineers LLC were all contacted to provide market research so the City could evaluate what services would be needed and what services these nearby firms could provide. The need to choose a firm with close proximity is crucial, as this firm will not only do work prior to the project commencing but will need to be available to come on-site throughout the project as needed, which could be on a daily basis at critical construction phases.

Land Engineers LLC did not respond to the staff's inquiries. Ramsey Geotechnical Engineering has since merged with Midwest Engineering and Testing (MET) but is keeping a local firm in Normal, Illinois.

Staff believe it is in the City's best interest to utilize MET as they can meet the need to be available on an as-needed, possibly daily basis, throughout the project. The firm's prior work on City projects has always been accurate and timely. The proposal from MET includes the needed services for this construction project including all needed material testing and analysis services in an amount of \$80,182.50.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, \$80,182.50 would be for geotechnical services. This is included in the Capital Improvement-Park Construction-O'Neil Pool) account (40100100-72570-49000). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 75, 77, 213, 227, and 235.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Derri Kerrick, Parks Project Manager

Reviewed by:

**Eric Veal**

Eric Veal, Director of Parks, Recreation & Cultural Arts

2/10/2022



Carla Murillo, Procurement Manager

2/14/2022



Chris Tomerlin, Budget Manager

2/14/2022



Jeffrey R. Jurgens, Corporation Counsel

2/23/2022



Tara Henry, Legislative Assistant & Records Manager

2/24/2022

**Attachments:**

- PRCA 1B LSJF Midwest Engineering & Testing (formerly Ramsey)
- PRCA 1C Midwest Engineering Testing - Ramsey Division Proposal
- PRCA 1D Professional Services Contract - MET

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

### SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & # ~~Ramsey Geotechnical~~

Amount: \$80,182.50

Date: 1/10/2022

Engineering #3094 *Midwest Engineering & Testing (MET)*

Description of item/services: Provide construction materials engineering services for the O'Neil Park & Pool Project

#### Justification:

In preparation for the O'Neil Park & Pool Project, it is necessary to have construction materials testing conducted before any work can begin on this project. Construction materials engineering (CME) services include testing and interpreting results for: soil in connection with site grading, utility trench backfill, soil testing for foundation excavations, soil testing for excavating for paving, curbs, gutters and walks, concrete testing for foundation and superstructure, concrete testing for paving, curbs, gutters and walks, masonry wall construction and structural steel.

Parks completed a market survey with numerous companies and only Ramsey Geotechnical Engineering (Ramsey) was responsive. The City has utilized Ramsey on numerous public works projects. Ramsey has the technical personnel needed to provide this wide range of services and with them being local, their proximity allows Ramsey to be very responsive and timely with City requests. Given that this project will be very large (over \$10M), it is important to have an established relationship with a firm whose results can be professionally relied upon and a firm who is nearby in case further work is needed to keep the project moving forward. CME services are a critical part of successful construction projects.

*\* MET HAS SINCE ACQUIRED RAMSEY BUT MAINTAIN A LOCAL OFFICE.*

**SECTION B - REQUESTER CERTIFICATION:** By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

*Enc Ved SJD PRCA*

(Name and Signature of Department Director or Designee)

*1/18/22*  
Date

### SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ do not concur ☐ (see below) with purchase to be a Limited Source.  
Do not concur for the following reason(s):

*Carol M. Miller*

Name and Signature of Purchasing Agent or Designee

*1/18/2022*

Date



**Ramsey Division**

**Midwest Engineering and Testing, Inc.**  
geotechnical - environmental - materials engineers  
1701 W. Market St., Suite B  
Bloomington, Illinois 61701  
309-821-0430  
FAX 309-821-1242  
[www.metgeotech.com](http://www.metgeotech.com)

February 7, 2022

Mr. Derri Kerrick  
Bloomington Parks,  
Recreation & Cultural Arts  
109 East Olive Street  
Bloomington, Illinois 61701

Re: Construction Materials Engineering  
O'Neil Park Pool  
1515 West Chestnut Street  
Bloomington, Illinois  
RGE Proposal No. 21-131  
MET Proposal No. B22026

Dear Mr. Kerrick:

In accordance with your request, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide Construction Materials Engineering (CME) Services for the referenced project. The objectives of our services are to conduct and interpret tests, and to report our findings as directed by your project personnel and/or the project specifications.

Based on the information provided, MET understands that the following material testing services may be required:

- Soil in connection with site grading
- Utility trench backfill
- Soil in connection with excavating for foundations
- Soil in connection with excavating for paving, curbs, gutters and walks
- Concrete in connection with foundation and superstructure
- Concrete in connection with paving, curbs, gutters and walks
- Masonry wall construction
- Structural steel

Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.



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We propose to provide the required services on a unit price basis in accordance with the attached Schedule of Charges. We have also prepared a total budget estimate based upon an assumed number of site trips and laboratory tests. The budget is attached to this proposal. Because we have no control over the contractor's schedule and production rate, this budget should be considered an estimate and not a guarantee of the fees required to complete the testing required by the project specifications.

Unless we receive written instructions to the contrary, invoices will be sent to:

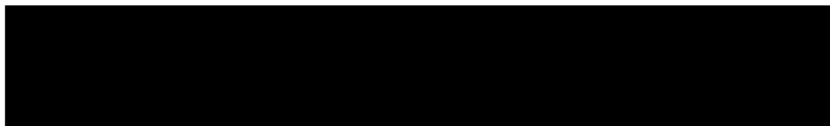
Mr. Derri Kerrick  
Bloomington Parks,  
Recreation & Cultural Arts  
109 East Olive Street  
Bloomington, Illinois 61701

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

**MIDWEST ENGINEERING AND TESTING, INC.**

Kelsey R. Tappendorf  
Project Engineer



Approved and Accepted By: \_\_\_\_\_

Tim Gleason

\_\_\_\_\_  
NAME

City Manager

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE





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## **SCHEDULE OF CHARGES**

### **CONSTRUCTION MATERIALS ENGINEERING SERVICES**

#### **ITEM I    FIELD SERVICES**

- |    |                                                     |           |    |          |
|----|-----------------------------------------------------|-----------|----|----------|
| A. | Construction Materials Engineering (CME) Technician | Per Hour: | \$ | 56.50    |
| B. | Structural Steel Technician                         | Per Hour: | \$ | 175.00   |
| C. | Transportation, Light Vehicle                       | Per Day:  | \$ | Included |

The time is portal-to-portal from our office at 1701 W. Market Street in Bloomington, Illinois. Increase hourly rate by 1.5 for over 8.0 hours per day, Saturday and/or Sunday work. Holiday work is 1.5 times standard rate.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

- |    |                                        |          |    |        |
|----|----------------------------------------|----------|----|--------|
| E. | Use of Nuclear Moisture/Density Gauge  | Per Day: | \$ | 40.00  |
| F. | Dipstick Floor Profiler                | Per Day: | \$ | 125.00 |
| G. | Structural Steel Test Equipment        |          |    |        |
|    | 1. Ultrasonic Flaw Detector            | Per Day: | \$ | 50.00  |
|    | 2. Magnetic Particle Yoke              | Per Day: | \$ | 35.00  |
| H. | Sprayed on Fireproofing Test Equipment |          |    |        |
|    | 1. Density Test                        | Each:    | \$ | 40.00  |
|    | 2. Cohesion/Adhesion Supplies          | Per Day: | \$ | 60.00  |



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ITEM II LABORATORY SERVICES

A. Soils

1. Compaction Curve to establish the Maximum Dry Unit Weight and Optimum Moisture Content

|                                       |       |    |        |
|---------------------------------------|-------|----|--------|
| a. Modified (AASHTO T180, ASTM D1557) | Each: | \$ | 160.00 |
| b. Standard (AASHTO T99, ASTM D698)   | Each: | \$ | 150.00 |
| c. Add for Methods B, C, or D         | Each: | \$ | 15.00  |
| d. Atterberg Limits                   | Each: | \$ | 75.00  |
| e. Grain Size With Hydrometer         | Each: | \$ | 125.00 |
| f. Washed Sieve Analysis              | Each: | \$ | 75.00  |

B. Portland Cement Concrete/Aggregates

1. Concrete Test Cylinders

|                                        |       |    |       |
|----------------------------------------|-------|----|-------|
| a. Compressive Strength                | Each: | \$ | 16.00 |
| b. Spares/Handling Charge              | Each: | \$ | 16.00 |
| c. Trim End of Specimen When Necessary | Each: | \$ | 16.00 |

2. Mortar Cubes

|                         |          |    |       |
|-------------------------|----------|----|-------|
| a. Compressive Strength | Each:    | \$ | 16.00 |
| b. 2" Cube Mold         | Per Day: | \$ | 7.50  |

ITEM III CONSULTATION AND REPORT PREPARATION

A. Licensed Professional Engineer Per Hour: \$ 175.00

B. Graduate Civil Engineer Per Hour: \$ 125.00



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### ASSUMPTIONS & ESTIMATED FEE

| Subgrade/Compaction/Backfill Testing – Half Day |                                                          |      |          |            |           |
|-------------------------------------------------|----------------------------------------------------------|------|----------|------------|-----------|
| Item No.                                        | ITEMS                                                    | Unit | Quantity | Unit Price | Amount    |
| 1                                               | CME Technician                                           | Hour | 4.0      | 56.50      | \$ 226.00 |
| 2                                               | Nuclear Moisture Density Gauge                           | Day  | 1        | 40.00      | \$ 40.00  |
| 3                                               | Project Engineer – Administration and Report Preparation | Hour | 0.5      | 125.00     | \$ 62.50  |
| Total:                                          |                                                          |      |          |            | \$ 328.50 |

Estimate Basis - The estimate assumes that each trip will require 4 hours, portal to portal from our Bloomington, Illinois office, by a CME Technician.

| Subgrade/Compaction/Backfill Testing – Full Day |                                                          |      |          |            |           |
|-------------------------------------------------|----------------------------------------------------------|------|----------|------------|-----------|
| Item No.                                        | ITEMS                                                    | Unit | Quantity | Unit Price | Amount    |
| 1                                               | CME Technician                                           | Hour | 8.0      | 56.50      | \$ 452.00 |
| 2                                               | Nuclear Moisture Density Gauge                           | Day  | 1        | 40.00      | \$ 40.00  |
| 3                                               | Project Engineer – Administration and Report Preparation | Hour | 0.5      | 125.00     | \$ 62.50  |
| Total:                                          |                                                          |      |          |            | \$ 554.50 |

Estimate Basis - The estimate assumes that each trip will require 8 hours, portal to portal from our Bloomington, Illinois office, by a CME Technician.

| Concrete Testing – Half Day |                                                          |      |          |            |           |
|-----------------------------|----------------------------------------------------------|------|----------|------------|-----------|
| Item No.                    | ITEMS                                                    | Unit | Quantity | Unit Price | Amount    |
| 1                           | CME Technician                                           | Hour | 4.0      | 56.50      | \$ 226.00 |
| 2                           | Concrete Test Cylinders Compressive Strength             | Each | 4        | 16.00      | \$ 64.00  |
| 3                           | Project Engineer – Administration and Report Preparation | Hour | 0.5      | 125.00     | \$ 62.50  |
| Total:                      |                                                          |      |          |            | \$ 352.50 |

Estimate Basis - The estimate assumes that each trip will require 8 hours, portal to portal from our Bloomington, Illinois office, by a CME Technician. One (1) set of four (4) test cylinders will also be cast for compressive strength testing.



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| <b>Concrete Testing – Full Day</b> |                                                          |      |          |            |           |
|------------------------------------|----------------------------------------------------------|------|----------|------------|-----------|
| Item No.                           | ITEMS                                                    | Unit | Quantity | Unit Price | Amount    |
| 1                                  | CME Technician                                           | Hour | 8.0      | 56.50      | \$ 452.00 |
| 2                                  | Concrete Test Cylinders Compressive Strength             | Each | 8        | 16.00      | \$ 128.00 |
| 3                                  | Project Engineer – Administration and Report Preparation | Hour | 0.5      | 125.00     | \$ 62.50  |
| Total:                             |                                                          |      |          |            | \$ 642.50 |

Estimate Basis - The estimate assumes that each trip will require 4 hours, portal to portal from our Bloomington, Illinois office, by a CME Technician. Two (2) sets of four (4) test cylinders will also be cast for compressive strength testing.

| <b>Masonry Testing – Half Day</b> |                                                          |      |          |            |           |
|-----------------------------------|----------------------------------------------------------|------|----------|------------|-----------|
| Item No.                          | ITEMS                                                    | Unit | Quantity | Unit Price | Amount    |
| 1                                 | CME Technician                                           | Hour | 4.0      | 56.50      | \$ 226.00 |
| 2                                 | Mortar/Grout Cube Compressive Strength                   | Each | 6        | 16.00      | \$ 96.00  |
| 3                                 | Project Engineer – Administration and Report Preparation | Hour | 0.5      | 125.00     | \$ 62.50  |
| Total:                            |                                                          |      |          |            | \$ 384.50 |

Estimate Basis - The estimate assumes that each trip will require 4 hours, portal to portal from our Bloomington, Illinois office, by a CME Technician. One (1) set of six (6) mortar or grout cubes will also be cast for compressive strength testing.

| <b>Masonry Testing – Full Day</b> |                                                          |      |          |            |           |
|-----------------------------------|----------------------------------------------------------|------|----------|------------|-----------|
| Item No.                          | ITEMS                                                    | Unit | Quantity | Unit Price | Amount    |
| 1                                 | CME Technician                                           | Hour | 8.0      | 56.50      | \$ 452.00 |
| 2                                 | Mortar/Grout Cube Compressive Strength                   | Each | 12       | 16.00      | \$ 192.00 |
| 3                                 | Project Engineer – Administration and Report Preparation | Hour | 0.5      | 125.00     | \$ 62.50  |
| Total:                            |                                                          |      |          |            | \$ 706.50 |

Estimate Basis - The estimate assumes that each trip will require 8 hours, portal to portal from our Bloomington, Illinois office, by a CME Technician. Two (2) sets of six (6) mortar or grout cubes will also be cast for compressive strength testing.





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| Structural Steel Testing – Full Day |                                                          |      |          |            |            |
|-------------------------------------|----------------------------------------------------------|------|----------|------------|------------|
| Item No.                            | ITEMS                                                    | Unit | Quantity | Unit Price | Amount     |
| 1                                   | Structural Steel Technician – Regular Time               | Hour | 8.0      | 175.00     | \$1,400.00 |
| 2                                   | Structural Steel Technician – Overtime                   | Hour | 2.0      | 262.50     | \$ 525.00  |
| 3                                   | Ultrasonic Flaw Detector                                 | Day  | 1        | 50.00      | \$ 50.00   |
| 4                                   | Project Engineer – Administration and Report Preparation | Hour | 0.5      | 125.00     | \$ 62.50   |
| Total:                              |                                                          |      |          |            | \$2,037.50 |

Estimate Basis - The estimate assumes that each trip will require 10 hours, portal to portal from our Bloomington, Illinois office, by a Structural Steel Technician. The use of an ultrasonic flaw detector has also been included.

| Hot Mix Asphalt Paving Testing – Half Day |                                                          |      |          |            |           |
|-------------------------------------------|----------------------------------------------------------|------|----------|------------|-----------|
| Item No.                                  | ITEMS                                                    | Unit | Quantity | Unit Price | Amount    |
| 1                                         | CME Technician                                           | Hour | 4.0      | 56.50      | \$ 226.00 |
| 2                                         | Nuclear Moisture Density Gauge                           | Day  | 1        | 40.00      | \$ 40.00  |
| 3                                         | Project Engineer – Administration and Report Preparation | Hour | 0.5      | 125.00     | \$ 62.50  |
| Total:                                    |                                                          |      |          |            | \$ 328.50 |

Estimate Basis - The estimate assumes that each trip will require 4 hours, portal to portal from our Bloomington, Illinois office, by a CME Technician.

| Hot Mix Asphalt Paving Testing – Full Day |                                                          |      |          |            |           |
|-------------------------------------------|----------------------------------------------------------|------|----------|------------|-----------|
| Item No.                                  | ITEMS                                                    | Unit | Quantity | Unit Price | Amount    |
| 1                                         | CME Technician                                           | Hour | 8.0      | 56.50      | \$ 452.00 |
| 2                                         | Nuclear Moisture Density Gauge                           | Day  | 1        | 40.00      | \$ 40.00  |
| 3                                         | Project Engineer – Administration and Report Preparation | Hour | 0.5      | 125.00     | \$ 62.50  |
| Total:                                    |                                                          |      |          |            | \$ 554.50 |

Estimate Basis - The estimate assumes that each trip will require 8 hours, portal to portal from our Bloomington, Illinois office, by a CME Technician.



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| Project Budget Estimate |                                                 |      |          |            |             |
|-------------------------|-------------------------------------------------|------|----------|------------|-------------|
| Item No.                | ITEMS                                           | Unit | Quantity | Unit Price | Amount      |
| 1                       | Subgrade/Compaction/Backfill Testing – Full Day | Each | 17       | 554.50     | \$9,426.50  |
| 2                       | Subgrade/Compaction/Backfill Testing – Half Day | Each | 55       | 328.50     | \$18,067.50 |
| 3                       | Concrete Testing – Full Day                     | Each | 0        | 642.50     | \$ 0.00     |
| 4                       | Concrete Testing – Half Day                     | Each | 108      | 352.50     | \$38,070.00 |
| 5                       | Structural Steel Testing – Full Day             | Each | 3        | 2,037.50   | \$6,112.50  |
| 6                       | Masonry Testing – Half Day                      | Each | 15       | 384.50     | \$5,767.50  |
| 7                       | Hot Mix Asphalt Paving Testing – Full Day       | Each | 2        | 554.50     | \$1,109.00  |
| 8                       | Hot Mix Asphalt Paving Testing – Half Day       | Each | 1        | 384.50     | \$ 384.50   |
| 9                       | Soil Standard Proctor Test                      | Each | 5        | 150.00     | \$ 750.00   |
| 10                      | Aggregate Standard Proctor Test                 | Each | 3        | 165.00     | \$ 495.00   |
| Total:                  |                                                 |      |          |            | \$80,182.50 |

Project schedule information is based upon a review of the project plans and specifications prepared by Williams Architects.

General Site Grading

Estimate 2 full day and 3 half day trips for Compaction Testing.

Site Utilities

Estimate 5 full day and 10 half day trips for Compaction Testing.

Splash Pad

Estimate 1 half day trip for Subgrade/Compaction Testing.  
Estimate 2 half day trips for Concrete Testing.

Lap Pool

Estimate 2 half day trips for Subgrade Testing.  
Estimate 25 half day trips for Concrete Testing.  
Estimate 5 full day and 5 half day trips for Backfill Testing.

Water Slide and Plunge Pool

Estimate 2 half day trips for Subgrade Testing.  
Estimate 5 half day trips for Concrete Testing.



## Ramsey Division

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### Activity Pool

Estimate 1 half day trip for Subgrade Testing.  
Estimate 5 half day trips for Concrete Testing.

### Lazy River

Estimate 1 half day trip for Subgrade Testing.  
Estimate 5 half day trips for Concrete Testing.

### Retaining Wall

Estimate 2 half day trips for Subgrade Testing.  
Estimate 5 half day trips for Concrete Testing.

### Bathhouse Buildings

Estimate 15 half day trips for Subgrade Testing.  
Estimate 35 half day trips for Concrete Testing.  
Estimate 10 half day trips for Masonry Testing.

### Filter Building

Estimate 3 half day trips for Subgrade Testing.  
Estimate 15 half day trips for Concrete Testing.  
Estimate 5 half day trips for Masonry Testing.  
Estimate 5 full day trips for Backfill Testing.

### Pool Decks

Estimate 3 half day trips for Subgrade Testing.  
Estimate 6 half day trips for Concrete Testing.

### Parking Lot/Access Drives Hot Mix Asphalt Paving

Estimate 3 half day trips for Subgrade Testing.  
Estimate 3 half day trips for Aggregate Base Compaction Testing.  
Estimate 2 full day and 1 half day trips for Hot Mix Asphalt Density Testing.

### Skate Park

Estimate 1 half day trip for Subgrade Testing.  
Estimate 5 half day trips for Concrete Testing.

### Structural Steel

Estimate 3 full day trips for Structural Steel Testing.

**CITY OF BLOOMINGTON CONTRACT WITH**  
Midwest Engineering and Testing  
**FOR PROFESSIONAL SERVICES FOR**  
Geotechnical Engineering Services

**THIS AGREEMENT**, dated this ~~18th~~ day of February \_\_\_\_\_, 2022, is between the City of Bloomington (hereinafter "CITY") and Midwest Engineering and Testing (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

**Section 1. Recitals.** The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

**Section 2. Description of Services.** CONTRACTOR shall provide the services/work identified on Exhibit A.

**Section 3. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:



A flat fee of \$ 80,182.50 as set forth in the payment terms attached as Exhibit B.



Fees as set forth in the Payment Terms attached as Exhibit B.

**Section 4. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

**Section 5. Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

**Section 6. Standard of Care.** Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**Section 7. Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.



**Section 8. Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

**Section 9. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 10. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 11. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 12. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 13. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 14. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

**Section 15. Attorney Fees.** In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

**Section 16. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 17. Term.** The term of this Contract shall be:

- ☒ Until all of the services and/or deliverables required to provided within this Contract are completed.
- ☐ One year from the date of execution.
- ☐ Two years from the date of execution.
- ☐ Other: \_\_\_\_\_

The Contract shall also be subject to the following renewal terms, if any: \_\_\_\_\_

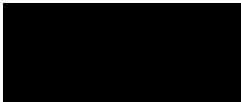
Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

**Section 18. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

Midwest Engineering and Testing

By:  \_\_\_\_\_  
Its President

Digitally signed by Daniel E. Tappendorf  
DN: cn=Daniel E. Tappendorf, o=Midwest  
Engineering and Testing, Inc., ou=MET,  
email=dtappendorf@metgeotech.com, c=US  
Date: 2022.02.22 10:42:19 -06'00'

ATTEST:

By: \_\_\_\_\_  
City Clerk

By:  \_\_\_\_\_  
Its Project Engineer

Digitally signed by Kelsey Tappendorf  
DN: cn=Kelsey Tappendorf, o=Midwest Engineering  
and Testing, Inc., ou,  
email=ktappendorf@metgeotech.com, c=US  
Date: 2022.02.22 10:42:37 -06'00'

**EXHIBIT A**  
**SCOPE OF SERVICES / WORK PROVIDED**

In accordance with your request, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide Construction Materials Engineering (CME) Services for the referenced project. The objectives of our services are to conduct and interpret tests, and to report our findings as directed by your project personnel and/or the project specifications .

Based on the information provided, MET understands that the following material testing services may be required:

Soil in connection with site grading Utility trench backfill

Soil in connection with excavating for foundations

Soil in connection with excavating for paving, curbs, gutters and walks Concrete in connection with foundation and superstructure

Concrete in connection with paving, curbs, gutters and walks Masonry wall construction

Structural steel

Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

**EXHIBIT B**  
**PAYMENT TERMS**

Project Budget Estimate:

Subgrade/Compaction/Backfill Testing - Full Day - 17 days @ \$554.50/each = \$9,426.50  
Subgrade/Compaction/Backfill Testing - Half Day Each -55 half days @ 328 .50 = \$18,067 .50  
Concrete Testing - Full Day Each 0 days @ 642 .50 = \$ 0.00  
Concrete Testing - Half Day Each 108 Half Days @ 352.50 = \$38,070.00  
Structural Steel Testing - Full Day Each 3 Full Days @ 2,037.50 = \$6, 112.50  
Masonry Testing - Half Day Each 15 Half Days @ 384 .50 = \$5,767 .50  
Hot Mix Asphalt Paving Testing - Full Day 2 Full Days @ 554.50 = \$1, 109.00  
Hot Mix Asphalt Paving Testing - Half Day 1 Half Day @ 384 .50 = \$ 384.50  
Soil Standard Proctor Test Each @ 150.00 = \$ 750.00  
Aggregate Standard Proctor Test 3 Each @ 165.00 = \$ 495 .00

Total: \$80,182.50



## CONSENT AGENDA ITEM NO. 7.F

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** City Clerk Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on a Resolution Approving Release and Retention of Executive Session minutes, as requested by the City Clerk Department.

**RECOMMENDED MOTION:**

The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1d. City services delivered in the most cost-effective, efficient manner

**BACKGROUND:** The Open Meetings Act requires a semiannual review of approved Executive Session minutes to determine whether a need for confidentiality still exists as to the City's past Executive Session minutes.

Council met on February 14, 2022 in Executive Session to review Executive Session minutes and to make determinations regarding the minutes that are required by the Open Meetings Act. The determination on which minutes are going to be released and which minutes are going to be kept with confidential treatment is reported in open session. The proposed Resolution reports such.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

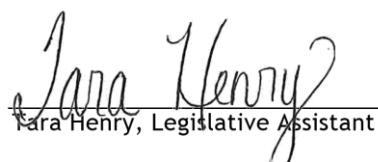
Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

Reviewed by:

  
Leslie Yocum, City Clerk

2/24/2022

  
Tara Henry, Legislative Assistant

2/24/2022

**Attachments:**

- CLK 2B Resolution\_Closed Session Minutes

**RESOLUTION NO. 2022 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE RELEASE OF CERTAIN CLOSED SESSION  
MEETING MINUTES AND AUTHORIZING THE DESTRUCTION OF AUDIO**

**WHEREAS**, the City of Bloomington (“City”), is a home-rule municipality operating in McLean County, Illinois; and

**WHEREAS**, the Illinois Open Meetings Act, Section 2.06(d), requires public bodies to conduct a semi-annual review, every six months, of its closed session meetings to determine whether or not a need for confidentiality exists; and

**WHEREAS**, the City conducted a review of its closed session meeting minutes while in closed session on February 14, 2022 and decided to take action in regard to its closed session meetings as set forth in this resolution; and

**WHEREAS**, the Act requires the City to “report” its decision on what closed session minutes it is keeping confidential and is doing such by the adoption of this Resolution; and

**WHEREAS**, the Act requires that all closed sessions be audio or video recorded, but allows the destruction of those recordings after 18 months, pursuant to Section 2.06(c), if meeting minutes from those closed sessions have been approved as to content and the City Council approves of the destruction; and

**WHEREAS**, the City Council finds that the best interests of the City are served by outlining its review of the closed session meeting minutes as set forth in this Resolution and allowing the destruction of audio of closed sessions that are over 18 months old.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bloomington, McLean County, Illinois, as follows:

**SECTION 1:** The above stated recitals are incorporated herein by reference.

**SECTION 2:** The City Council hereby reports its decision on the confidentiality of the meeting minutes and report of same as set forth on Exhibit A.

**SECTION 3:** The City Council hereby approves the destruction of any and all closed session audio/video made prior to August 14, 2020, except where the law requires otherwise.

**SECTION 4:** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

**SECTION 5:** All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.



**SECTION 6:** This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 28th day of February 2022.

APPROVED this \_\_\_\_ day of February 2022.

**CITY OF BLOOMINGTON**

**ATTEST**

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Mboka Mwilambwe, Mayor

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Leslie Smith-Yocum, City Clerk

**EXHIBIT A**  
**CLOSED MEETING MINUTES**

The following, or a part of the following, closed session meeting minutes shall be released as set forth below in relation to the subjects identified:

| <b>Meeting Minutes Date</b> | <b>Subject to be Released</b>                     |
|-----------------------------|---------------------------------------------------|
| December 10, 2018           | Review of Minutes - Section 2(c)(5) of 5 ILCS 120 |
| November 12, 2019           | Review of Minutes - Section 2(c)(5) of 5 ILCS 120 |
| December 9, 2019            | Review of Minutes - Section 2(c)(5) of 5 ILCS 120 |
| August 10, 2020             | Review of Minutes - Section 2(c)(5) of 5 ILCS 120 |
| June 14, 2021               | Review of Minutes - Section 2(c)(5) of 5 ILCS 120 |

Unless otherwise approved for release, all other closed session minutes of the City Council are to remain confidential.

# REGULAR AGENDA



## REGULAR AGENDA ITEM NO. 8.A

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Administration Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Presentation by Heartland Community College President, Dr. Keith Cornille, on the College's recent receipt of a \$1 million Workforce Equity Initiative Grant, as requested by the Administration Department.

**RECOMMENDED MOTION:**

None; presentation only.

**STRATEGIC PLAN LINK:**

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 3. Grow the Local Economy
- Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 3a. Retention and growth of current local businesses
- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

**BACKGROUND:** Heartland Community College was notified in December of 2021 that it would receive a \$1 million Workforce Equity Initiative grant to fund its innovative career training program. The grant focuses on career training for persons who come from traditionally underrepresented backgrounds. Dr. Cornille will present to Council an update of the college's plans for the program.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:

*Jara Henry*

Jara Henry, Legislative Assistant

2/24/2022



## REGULAR AGENDA ITEM NO. 8.B

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Economic & Community Development Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on a Resolution Approving the FY2023 John M. Scott Health Care Trust Grant Awards and Programmatic Agreements, in the Amount of \$929,705.89 for Category I and II Grants, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION:**

The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

-Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The FY2023 John M. Scott Grant Program Request for Proposals (RFP) for Category I and II grants was released in October 2021 with applications accepted through November 2021. The community received notice of the RFP through an email campaign, social media, PATH-O-Gram notices, the City's website, a press release, stakeholder meetings, and word of mouth. A community meeting was held on September 30, 2021 to outline the purpose and priorities of the Trust along with providing information regarding the application process. Applications were accepted for Category I-General Operating, Category II-Program, and Category II-Capital requests. Category I-General Operating grant applications were accepted to fulfill the entire three-year commitment of this category. All applications were accepted online, and each type of request had an independent application.

In total, the Commission received 22 applications totaling more than \$1.4 million in funding requests, which was an increase from the more than \$1.1 million requested in FY2022. Of this total, \$225,000 was requested for Category I, \$377,923.86 for Category II-Capital, and \$863,905 for Category II-Program. A majority of FY2022 grantees re-applied for funding and the Commission received applications from four new organizations. In FY2022, the City Council approved \$759,000 in funding for Category I and II grants.

Before the Grants Committee held meetings to discuss the applications, they were scored using the City's online grant management software by Commission members (including ad hoc committee members) and community members with expertise in grants, construction, social services, and healthcare. The Grants Committee met to discuss the applications in three meetings from December 2021 to January 2022. Applications that did not meet the legal requirements of the Trust or RFP criteria were eliminated from the discussion. After this step, the Committee focused on the quality of the applications presented. Applications

with significantly lower scores than the average were eliminated from the discussion. The Committee then discussed community needs, funding priorities, and financial limitations to determine the number of organizations to fund and the funding amounts. The Grants Committee voted on the set of recommendations per category on January 11, 2022. The full Commission reviewed those recommendations and voted to approve the slate of recommendations unanimously on January 26, 2022.

The Commission is recommending that the City Council/Trustee approve \$929,705.89 in funding for Category I-General Operating, Category II-Capital, and Category II-Program grants. This funding amount represents approximately 63.38% of the total funding request for FY2023. If approved, this funding would represent a 22.49% increase in funding over FY2022. The larger funding amount available is partially attributed to the significant gains seen in the Trust due to overall stock market performance. FY2023 will be the first year in a three-year cycle for Category I grantees. The full slate of FY2023 awards recommended for City Council approval are as follows.

| <b>Category I-General Operating Grants<br/>(Year one of a three-year funding commitment.)</b> | <b>FY2022<br/>Award</b> | <b>FY2023<br/>Award</b> |
|-----------------------------------------------------------------------------------------------|-------------------------|-------------------------|
| Community Health Care Clinic                                                                  | \$125,000.00            | \$125,000.00            |
| McLean County Center for Human Services                                                       | \$100,000.00            | \$125,000.00            |
| <b>Category I TOTAL</b>                                                                       | <b>\$225,000.00</b>     | <b>\$250,000.00</b>     |

| <b>Category II (Capital grants noted with an asterisk)</b> | <b>FY2022<br/>Award</b> | <b>FY2023<br/>Award</b> |
|------------------------------------------------------------|-------------------------|-------------------------|
| Western Avenue Community Center                            | \$0                     | \$77,923.86             |
| Project Oz*                                                | \$0                     | \$100,000.00            |
| Marcfirst                                                  | \$30,000.00             | \$30,000.00             |
| Faith in Action of Bloomington-Normal                      | \$25,000.00             | \$25,000.00             |
| YouthBuild McLean County                                   | \$25,000.00             | \$50,000.00             |
| Heartland Head Start                                       | \$25,000.00             | \$11,100.00             |
| The Baby Fold                                              | \$0.00                  | \$39,500.00             |
| Project Oz                                                 | \$44,000.00             | \$44,000.00             |
| OSF Health Care System (Peace Meals)                       | \$25,000.00             | \$49,411.03             |
| Boys and Girls Club of Bloomington-Normal                  | \$36,000.00             | \$48,500.00             |
| West Bloomington Revitalization Project                    | \$40,000.00             | \$51,771.00             |
| Center for Youth and Family Solutions                      | \$45,000.00             | \$45,000.00             |
| INtegrity Counseling                                       | \$20,000.00             | \$20,000.00             |
| Children's Home and Aid                                    | \$44,000.00             | \$45,000.00             |
| Central Illinois Friends                                   | \$0.00                  | \$17,500.00             |
| Community Health Care Clinic Dental Program                | \$0.00                  | \$25,000.00             |
| <b>Category II TOTAL</b>                                   | <b>\$359,000.00</b>     | <b>\$679,705.89</b>     |

Combined, the Category I and II grant recommendations listed above represent 92.27% of the proposed FY2023 budget. Another 2.73% is reserved for Category III-Emergent Needs in FY2023 and will be allocated at a later time if the need arises. The balance (\$50,379.26, or 5%) will cover administrative costs. A Commission priority has been to make as much funding as possible for grants while providing adequate financial support for City staff and other administrative functions.

This funding recommendation represents the largest funding amount for the John M. Scott trust to date. As our community continues to deal with the COVID-19 Pandemic and looks

towards building resiliency, these grant awards, if approved, will make a substantial investment in meeting the continued challenges of COVID-19 while improving health care outcomes for under resourced community members.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The community received notice of the RFP through an email campaign, social media, PATH-O-Gram notices, the City's website, a press release, stakeholder meetings, and word of mouth.

**FINANCIAL IMPACT:** Award of the FY2023 John M. Scott grants has no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, the Trust funds cover related administrative costs including a portion of the time for the City of Bloomington's Grants Coordinator and Illinois State University Stevenson Fellow to support the Commission and grant program. If approved, the FY2023 grant awards totaling \$929,705.89 will be paid from John M. Scott Healthcare grant accounts 72102100-79130-59000 (\$250,000.00) and 72102100-79130-59100 (\$679,705.89). These amounts and accounts are included in the FY2023 Proposed Budget.

**COMMUNITY DEVELOPMENT IMPACT:** CWB-2.1: Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community; CWB-3: Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families and communities; and CWB-3.2: Support coordination and integration of behavioral health services for all residents.

Respectfully submitted for Council consideration.

Prepared by: William Bessler, Grant Specialist

Reviewed by:

  
Melissa Holt, Economic and Community Development Director

2/20/2022

  
Chris Tomertin, Budget Manager

2/22/2022

  
Jeffrey R. Durgens, Corporation Counsel

2/23/2022

  
Tara Henry, Legislative Assistant & Records Manager

2/24/2022

**Attachments:**

- E&CD 1B JMS FY2023 Resolution
- E&CD 1C FY2023 Summary of Grant Recommendations-Process-Rational



**RESOLUTION NO. 2022 - \_\_\_\_**

**A RESOLUTION APPROVING THE FY2023 JOHN M. SCOTT HEALTH CARE TRUST GRANT  
AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$929,705.89 FOR  
CATEGORY I AND II GRANTS**

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust (“Trust”); and

WHEREAS, in 2018 the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified grant recipients; and

WHEREAS, the John M. Scott Health Commission (“Commission”) reviewed various grant applications and proposals for distribution in FY2023 and is recommending the Trustee award the grants set forth in this resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

1. Recitals. That the recitals set forth above are incorporated herein as if fully set forth in this paragraph 1.
2. Grant Awards. The City Council, as Trustee of the John M. Scott Health Care Trust hereby approves the following grants be made in FY2023: Category I - Center for Human Services (125,000.00) and Community Health Care Clinic (\$125,000.00); Category II – Western Avenue Community Center\* (\$77,923.86), Project Oz\* (\$100,000.00), Marcfirst (\$30,000.00), Faith in Action of Bloomington-Normal (\$25,000.00), YouthBuild McLean County (\$50,000.00), Heartland Head Start (\$11,100.00), The Baby Fold (\$39,500.00), Project Oz (\$44,000.00), OSF Health Care System Peace Meals (\$49,411.03), Boys and Girls Club of Bloomington-Normal (\$48,500.00), West Bloomington Revitalization Project (\$51,771.00), Center for Youth and Family Solutions (\$45,000.00), INtegRlty Counseling (\$20,000.00), Children’s Home and Aid (\$45,000.00), Central Illinois Friends (\$17,500.00), and Community Health Care Clinic Dental Program (\$25,000.00). (\*Denotes Capital Grants)
3. Programmatic Agreements. The City Council, as Trustee, authorizes the Mayor, on behalf of the Trustee, to execute the programmatic agreements assigned to each grant.
4. Effectiveness. This Resolutions shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 28th day of February 2022.

APPROVED this \_\_\_\_ day of March 2022.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

# **Summary of John M. Scott Grant Recommendations, Process, and Rational for FY2023 Funding**

## Process

- The Grants Committee and staff worked in the Summer of 2021 to upgrade and simplify the applications for FY2023
- The Request for Proposal (RFP) was launched in September 2021 and the grant applications were made available starting on October 1, 2021
- Applications were taken until November 12, 2021
- Applications that were submitted before the deadline were scored by Commission members and community members with expertise in grants, healthcare, social services, and construction. These scores were used to assist the Commission determine the grant award recommendations for FY2023
- The Commission's Grants Committee met on 12/14/2021, 12/21/2021, and 01/11/2022 to discuss the grant applications submitted
- The full Commission approved the Grants Committee recommendations on 01/26/2022
- Once Council approves grant awards for FY2023, staff will work with the Commission to execute grant agreements and prepare for the release of funds at the beginning of the 2023 fiscal year

## Priorities and Other Considerations

- Scores for each application were used as guidance for Commission decisions
- The Commission looked to promote financial stability to previously funded organizations that meet performance expectations
- Applications that presented a strong case for how their organization and/or program tackled the root cause of poor health care outcomes were favored
- Applications that addressed the social determinates of health were also favored
- The Commission also looked to continue supporting capital improvement projects
- Programs that meet the challenges presented by the COVID-19 Pandemic were valued
- A grant portfolio that met every Community Health Improvement Plan (CHIP) goal, funded across life stages, and protected draw downs on federal funds was a critical objective for the Commission

## Rational for Applications Not Recommended for Full or Any Funding (One or More May Apply)

- Funds were requested for administrative functions and not related to health care programs that meet the needs of McLean County residents
- Planned activities did not appear to directly support health, did not have a connection to the Community Health Needs Assessment (CHNA) and/or Community Health Improvement Plan (CHIP), and/or were primarily social in nature without a direct health services component

- Budget included specific items of concern that would have been difficult to scale or support over a long-term timeframe
- Applicant did not or could not clearly demonstrate how funds would be limited to  $\leq 185\%$  Federal Poverty Line, which is a legal requirement of the Trust
- Applications scored poorly compared to others
- Grant scores varied widely from one another rather than clustering around a consistent level of performance
- Applicant did not have, or state, clear COVID-19 Pandemic protocols relevant to the request
- Questionable if the funding would solely be used for McLean County residents, which is a legal requirement of the Trust
- The program/project did not demonstrate how it offers integrated healthcare, which was strongly preferred as stated in the RFP



## REGULAR AGENDA ITEM NO. 8.C

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Finance Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Presentation of FY2023 Budget Update, as requested by the Finance Department.

**RECOMMENDED MOTION:**

None; presentation and discussion only.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1a. Budget with adequate resources to support defined services and level of services

**BACKGROUND:** The FY2023 Budget is balanced but still being finalized. Budget totals, material assumptions, tax revenues, General Fund and City Wide revenue and expense exhibits, Major Fund totals, and capital/infrastructure improvement projects will be presented.

This FY2023 Budget Presentation will be made available on the City's website (cityblm.org) prior to the meeting. Stakeholders can locate this on the *Documents - Finance Documents - Budget - FY2023* page of the website.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:

  
Chris Tomerlin, Budget Manager

2/14/2022

  
Kara Henry, Legislative Assistant & Records Manager

2/17/2022



## REGULAR AGENDA ITEM NO. 8.D

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Police Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Presentation of the Bloomington Police Department Strategic Plan 2022-2024, as requested by the Police Department.

**RECOMMENDED MOTION:**  
None; presentation and discussion only.

**STRATEGIC PLAN LINK:**  
-Goal 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**  
-Objective 4a. Residents feeling safe in their homes and neighborhoods

**BACKGROUND:** The Bloomington Police Department's Mission is to work in partnership with the community members of Bloomington to enforce the laws and enhance the quality of life in our community. It is imperative that the Police Department adopts a strategic plan which will provide guidance to this agency as it strives to provide equitable, fair and constitutional policing services, in partnership with its stakeholders. This three-year plan contains four goals: reduce crime and the fear of crime, improve the quality of life in neighborhoods, maintain advances in law enforcement technology, and strengthen and diversify our work force. In May 2016, the President released the 21st Century Policing Initiative which contains guides for law enforcement agencies that have made strides in advancing community policing. The strategic plan is accompanied by this Initiative's six pillars to guide Bloomington Police Department's advances toward contemporary policing practices.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City of Bloomington Public Safety and Community Relations Board.

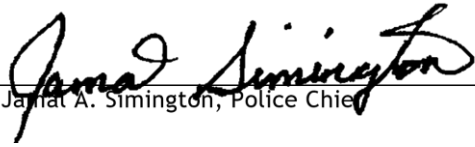
**FINANCIAL IMPACT:** Providing a multi-year strategic plan for law enforcement services has proven to be an efficient means of resource allocation, accountability, and success.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Bielfeldt, Office Manager

Reviewed by:



Jamar A. Simington, Police Chief

1/24/2022



Jeffrey R. Jurgens, Corporation Counsel

2/7/2022



Tara Henry, Legislative Assistant & Records Manager

2/10/2022

**Attachments:**

- POL 2B BPD Strategic Plan 2022-2024\_revised



# Bloomington Police Department

# Strategic Plan

## 2022 to 2024



Jamal A. Simington, Chief of Police





**POLICE DEPARTMENT**

305 S. East Street

Bloomington IL 61701

**Jamal A. Simington, Chief**

**Chad E. Wamsley, Assistant Chief**

**Timothy M. McCoy, Assistant Chief**

January 1, 2022

It is an honor and pleasure to present the Bloomington Police Department (BPD) Strategic Plan for 2022-2024. The plan was created with input from each unit and will serve as a guide to ensure the men and women of this agency are providing comprehensive, constitutional, progressive, and 21st Century policing services to the nearly 80,000 residents of the City of Bloomington and its many businesses. This plan, which contains 4 overarching Goals: Reduce Crime and Fear of Crime, Improve the Quality of Life in Neighborhoods, Maintain Advances in Law Enforcement Technology, and Strengthen and Diversify our Workforce; as well as the 6 pillars of the 21st Century Policing Initiative, is comprehensive and strategic. Each goal is accompanied with strategies and action plans. The overall strategic plan is based on Policing principles and incorporates law enforcement reform objectives.

As we commit ourselves to continuous improvement in all areas, the BPD must be nimble and continuously evaluate current strategies, with input from internal and external stakeholders. Our work has to be grounded in effective and on-going collaboration, inclusive of diligent listening. This strategic plan is a living document which will be revised as conditions dictate in order for the BPD to best serve the community and respond to the community's and business needs. With commitment to duty and as law enforcement professionals, we must constantly adapt to the challenges before us, despite the level of difficulty. This resiliency will allow the BPD to serve effectively, efficiently, lawfully, and with high levels of accountability, professionalism, and transparency.

Diversity, equity, and inclusion have to be woven into the BPD's philosophies in every facet of this organization, externally and internally, especially in our hiring, assignment, and advancement opportunities. Our agency will continue to evolve and strive to deploy best practices while working with stakeholders to improve safety in the City we are so proud to serve. As a team, we must do our very best to build trust and hold ourselves accountable in every facet, each and every day. The community members and businesses we serve have a very high expectation of this agency and we will work hard to surpass those expectations as a standard.

Best regards,

A handwritten signature in black ink that reads "Jamal A. Simington".

Jamal A. Simington

Chief of Police



In May 2016, President Obama released the 21st Century Policing Initiative, which contains guides for law enforcement agencies that have made strides in advancing community policing. In our previous Strategic Plan (2018 - 2020) our agency met many of goals outlined in the 21st Century Policing Initiative. Under Chief Simington, the department has outlined new goals for the 2022 - 2024 Strategic Plan. The table below lists each pillar in the 21st Century Policing Initiative and the related concepts within each pillar. This table also shows the corresponding goal number (G) and strategy (S) within the new Bloomington Police Department Strategic Plan.

### ***21st Century Policing Initiative Pillars***

| <b>Pillar One: Building Trust</b>            | <b>Tie to BPD Plan</b> | <b>Pillar Two: Policy / Oversight</b>                | <b>Tie to BPD Plan</b> | <b>Pillar Three: Technology &amp; Innovation</b>                              | <b>Tie to BPD Plan</b> |
|----------------------------------------------|------------------------|------------------------------------------------------|------------------------|-------------------------------------------------------------------------------|------------------------|
| Expand the Culture of Transparency           | G1S1,<br>G2S1,<br>G4S1 | Collaborate with Community Members                   | G1S1                   | Identify and Assess New Technology                                            | G2S2,<br>G3S1          |
| Examine Feasibility of Mental Health Workers | G2S3                   | Have Strategy for Officer Deployment to Reduce Crime | G1S1,<br>G1S2          | Implement Social Media and Technology to Improve Effectiveness and Efficiency | G1S2,<br>G2S2,<br>G2S3 |
| Expand our Transparency Portal               | G1S1,<br>G2S1,<br>G4S1 | Evaluate the Traffic Stop Process                    | G2S1                   | Continue Intelligence-Led Policing (Data Driven Policing)                     | G1S1                   |
| Create a Citizen's Academy/Youth Camp        | G1S2                   | Improve Communications Within Department             | G4S1                   | Expand Public Safety Camera System                                            | G2G2,<br>G3S1          |
| Diversify the Police Force                   | G4S1                   |                                                      |                        | Develop Smart Policing Initiatives and Technologies                           | G1S1,<br>G2S2,<br>G4S1 |
| Execute the 30X30 Pledge                     | G4S1                   |                                                      |                        | Replace the Report Management System                                          | G3S1                   |

| <b>Pillar Four: Community Policing / Crime Reduction</b> | <b>Tie to BPD Plan</b> | <b>Pillar Five: Professionalism and Training</b> | <b>Tie to BPD Plan</b> | <b>Pillar Six: Strengthen Our Workforce</b> | <b>Tie to BPD Plan</b> |
|----------------------------------------------------------|------------------------|--------------------------------------------------|------------------------|---------------------------------------------|------------------------|
| Engage in Community Policing                             | G1S1,<br>G1S2,<br>G2S2 | Facilitate Career Development                    | G4S1                   | Expand Officer Wellness Program             | G4S1                   |
| Create and Implement a Community Engagement Model        | G1S2,<br>G2S3          | Creation of Command Succession Plan              | G4S1                   | Conduct Internal Stakeholders Surveys       | G4S1                   |
| Remain Focused on Reducing Violent Crimes                | G1S1,<br>G2S3          | Encourage and Seek Professional Certifications   | G4S1                   | Meet Civilian and Sworn Staffing Challenges | G4S1                   |
| Renew Problem Oriented Policing Approaches               | G1S1,<br>G2S3          | Conduct Training on Implicit Bias, Ethics        | G4S1                   | Develop Comprehensive Training Plan         | G4S1                   |
| Support efforts to reduce juvenile crime                 | G1S2                   | Conduct Training on Cultural Responsiveness      | G4S1                   | Improve Employee Evaluation Process         | G4S1                   |
|                                                          |                        | Improve Recruitment / Onboarding Process         | G4S1                   |                                             |                        |

# Senior Leadership Team

The mission of the Bloomington Police Department is to work in partnership with the community members of Bloomington to enforce the laws and to enhance the quality of life in our Community.



Bloomington Police Department



## Goal 1: Reduce Crime and Fear of Crime

### STRATEGY 1

Develop Problem Oriented Policing project sites based on geographic regions with a greater than average number of crimes, calls for service, disorder events and higher than average risk of victimization. Individual officers and teams of officers will apply a variety of resources and techniques to deter, reduce or eliminate criminal activity.



#### Action Plans:

- The Command Staff with direct support of the Crime and Intelligence Analysis Unit (CIAU) will frequently analyze geographic regions of the City to identify locations with a high density of criminal incident reports and high priority repeat offenders. Multi-point crime analysis techniques will be utilized to proactively identify, map, and resolve community problems, rather than typical reactive response to calls for service in these areas.
- BPD responses on these projects will be driven by the Intelligence-led Policing and Problem Oriented Policing models. Problem Oriented Policing (POP) is a philosophy that empowers BPD officers to identify the various facets of a community problem and formulate a team based response. Solutions should also involve other City departments and/or community stakeholders.
- Continue to communicate and share information within the Department as well as work with other City departments to conduct walk-and-talks in identified high crime neighborhoods.
- Publicly share crash location data and crime data on the BPD transparency portal and encourage a *see something say something* philosophy.
- Educate the community about BPD's crime preventive strategies.





## Goal 1: Reduce Crime and Fear of Crime

### STRATEGY 2

Work to reduce juvenile crimes across the city by working closely with community based delinquency projects, engage intervention-based youth programs and focus on violent habitual offenders.



#### Action Plans:

- Department personnel will identify “at-risk” youth and work with local youth intervention programs to provide a coordinated approach to reduce further youth offending.
- Work with external law enforcement agencies to monitor high risk youth offenders in our community.
- Continue to utilize School Resource Officers in local schools to facilitate school safety, deter crime, and be a mentor/resource for children.
- Enhance youth crime investigation techniques by staying abreast of current social and legal issues involving juveniles.
- Continue participation in the Juvenile Justice Committee to identify possible systemic deficiencies and improve juvenile justice processes.
- Educate local youth, teachers, and parents about preventive strategies, trends, and social media concerns.
- Explore the development of a summer youth camp in partnership with other local public safety agencies.



## Goal 2: Improve the Quality of Life in Neighborhoods

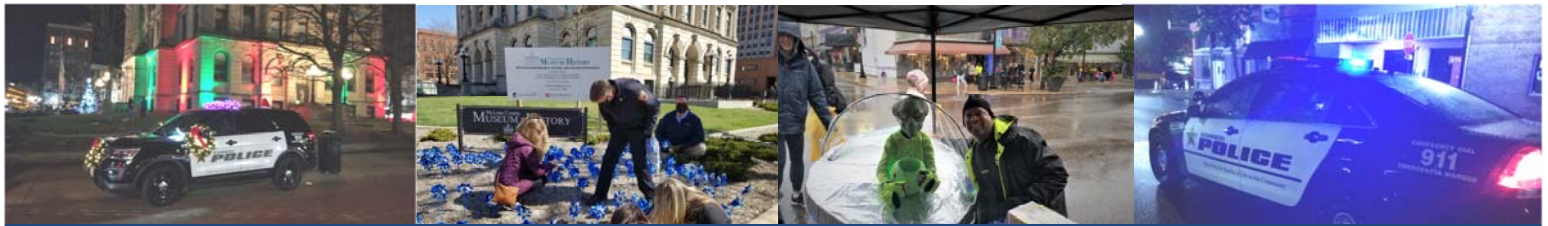
### STRATEGY 1

Enhance traffic enforcement, driving conditions and improve overall road safety in Bloomington.



#### Action Plans:

- Affect positive change through the four Es of Road Safety (Education, Enforcement, Engineering and Emergency Services).
- Launch a public relations campaign focused on the prevention, policing and mitigation of speeding/crashes in Bloomington.
- Identify top accident sites in each patrol area so we can increase enforcement as needed.
- Share crash and traffic enforcement data publicly on the department's Transparency Portal.
- Continue emphasis on Driving Under the Influence (DUI) enforcement using directed patrols in high accident locations and in the vicinity of establishments that serve alcohol.
- Make efforts to reduce incidents of distracted driving through social media awareness campaigns and specialized enforcement details.
- Partner with local social service agencies to increase awareness of the dangers to teen drivers who drive distracted.
- Utilize field deployed portable traffic flow analysis devices to areas of the City that receive public complaints of speeding or other moving violations.
- Research, evaluate and deploy an electronic ticketing platform in patrol vehicles.



## Goal 2: Improve the Quality of Life in Neighborhoods

### STRATEGY 2

The downtown area will be maintained as a safe environment through the use of patrol resources and public safety wireless camera technologies.



#### Action Plans:

- Meet with Economic Development, businesses and associations to maintain open lines of communication concerning the downtown business district.
- Enforce alcohol-related City ordinances and educate the public and local businesses about the safe and responsible consumption and sales of alcohol.
- Continually assess the need for and use of specialized downtown patrol details to deter street level disorder.
- Work with local universities and student organizations to increase awareness about safe and legal consumption of alcohol.
- Increase the use of social media campaigns among student populations to bring about a greater awareness of the dangers of drinking and driving.
- Work with Information Services to increase technology advancement, the coverage area and number of Public Safety Cameras in the downtown corridor.
- Liaison with City Legal, Economic Development and local social services agencies to address the needs of homeless subjects in the downtown corridor.



## Goal 2: Improve the Quality of Life in Neighborhoods

### STRATEGY 3

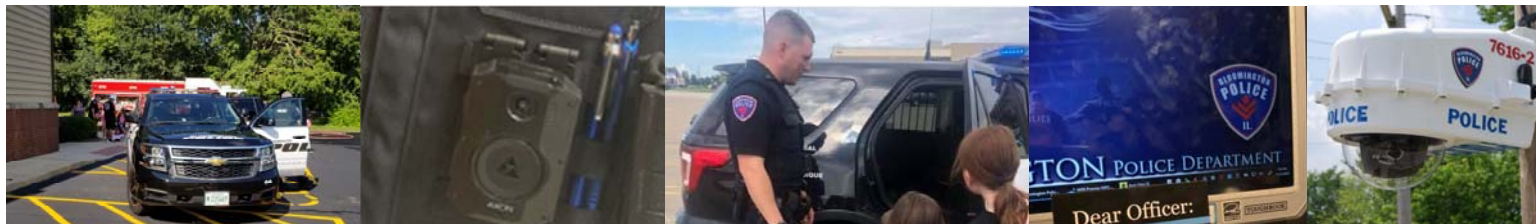
Engage community members and community groups from neighborhoods disproportionately affected by crime by forming problem-solving partnerships.



#### Action Plans:

- Utilize quarterly meetings led by the Chief of Police and directors from various other City departments to address neighborhood issues.
- Increase citizen engagement where they work and live through community meetings throughout each year.
- Increase community member and business interactions during non-enforcement contacts.
- Publicize the beneficial outcomes and images of positive trust building contacts via our social media platforms and news releases.
- Evaluate and measure the department's patrol deployment practices to allow sufficient time for patrol officers to participate in community engagement and Problem Oriented Policing.
- Examine the feasibility of partnering with mental health professionals to support contacts/calls with subjects experiencing mental health crisis.
- Increase officer's presence and participation at community events, school functions, churches, non-profit organizations, and business visits.
- Develop a Citizen's Academy to educate the public on departmental operations, approaches and strategies.





## Goal 3: Maintain Advances in Law Enforcement Technology

### STRATEGY 1

Review the varieties of technologies used both internally and externally to stay current with advancements to ensure we are serving the public most effectively and efficiently.



#### Action Plans:

- Evaluate the current multi-agency police records system to assess end of life cycle. Plan for replacement of the current system while working with other local agencies to ensure continued cross-agency information sharing.
- Maintain an in-house technology committee tasked with evaluating changing technologies and their cost/benefit impact on future budgets, policy implications and legal use.
- Deploy body worn digital audio/video systems for use by all sworn officers.
- Enhance department audio/video technology to improve evidence gathering efforts.
- Maintain training on ongoing advances crime scene processing and the forensic use of mobile data device technologies as it pertains to criminal investigations.
- Evaluate and procure LPR (License Plate Reader) technology to enhance criminal investigations.
- Expand access to mobile devices in the Patrol Division.
- Collaborate with the Department of Information Technology Services to make appropriate advances in technology in a timely fashion.
- Complete installation of remaining Public Safety Camera systems at high-traffic / high accident intersections.





## Goal 4: Strengthen and Diversify our Workforce

### STRATEGY 1

Maintain a high level of public trust, demonstrate mutual respect, enhance departmental professionalism and increase departmental diversity and transparency.



#### Action Plans:

- Evaluate and continue efforts to increase diversity within the department and ensure equity and inclusion.
- Maintain the publication of appropriate departmental policies on the department's Transparency Portal.
- Develop comprehensive departmental training and succession plans.
- Expand departmental anti-bias training to include online employee refreshers and in-house training sessions.
- Build proven recruitment strategies to attract a more diverse work force.
- Execute the 30x30 pledge to have a staff of sworn women officers at 30% by 2030.
- Maintain department accreditation through the Illinois Law Enforcement Accreditation Program using the Office of Professional Standards.
- Ensure department-wide accountability by conducting monthly command reviews of operations and systems.
- Work with the Human Resources department to revamp the current employee evaluation process for civilians and sworn.
- Ensure supervisors are consistently making decisions that are in-line with departmental policy and provided with quality leadership training.
- Continue to provide officers with de-escalation training.
- Work with members of the Public Safety Community Relations board.



**Bloomington Police Department**

**305 S. East St.**

**Bloomington, IL 61701**

**309-820-8888**

**[police@cityblm.org](mailto:police@cityblm.org) / [www.cityblm.org](http://www.cityblm.org)**



## REGULAR AGENDA ITEM NO. 8.E

**FOR COUNCIL:** February 28, 2022

**SPONSOR:** Police Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve an Agreement, as a sole source, with Flock Safety for a 24-month fixed annual cost to automatically renew each year contingent on approval in the annual budget, as requested by the Police Department.

**RECOMMENDED MOTION:**

The proposed Agreement be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1e. Partnering with others for the most cost-effective service delivery

**BACKGROUND:** The City's current community policing philosophy encompasses the proactive use of new technologies in concert with investigative procedures that are cost-effective, while increasing departmental efficiencies and community transparency.

In FY21 (January 2020), the Police Department sought private grant monies to expand its current Public Safety Camera Systems (PSCS). During the spring of 2021, the Police Department was granted \$32,500 in private monies to assist with the expansion of this system. Due to COVID-19, the project was paused several times and the monies went unspent and were returned to the General Fund.

The great majority of crimes in the City involve the use of a vehicle. Because of this, the Police Department has been building and deploying PSCS since 2012 to aid in investigations. The addition of Automatic License Plate Readers (ALPR) in Bloomington will be used as an additional technology tool that can assist the department in enhancing public safety in areas impacted by violent crimes and near locations of frequent vehicle crashes. The City's current PSCS has been utilized to solve numerous crimes including homicides, sexual assaults, and major traffic crashes, but the PSCS is not designed to capture the license plates of vehicles visible to the existing camera(s).

During current major crime investigations, an employee(s) is specifically tasked with manually reviewing hours of video footage from our existing PSCS looking for evidence in an incident. This is an inefficient, expensive, and time-consuming process. Current developments in Automatic License Plate Readers (ALPR) hardware allow for cloud-based machine learning processes. These processes allow agencies to instantly compare vehicles seen on their PSCS systems and compare that footage with still images recorded on pole-mounted ALPR systems. Using this automated matching process would significantly reduce investigative time and associated employee costs while focusing investigative efforts. Use of

ALPR technology will also improve the City's crash investigations, assist in missing persons/abduction cases, and reduce potential bias in departmental traffic stops.

The Police Department plans on placing ten (10) ALPR units in areas of the City impacted by violent crime during 2021. These units are small pole-mounted solar-powered cameras that communicate with the ALPR cloud system through cellular connection. Upon placement of ALPRs, the department will engage with residents in these areas to discuss the use of the ALPR cameras, discuss their impact on public safety and address any privacy concerns. Access to the ALPR data will be restricted to specific Police Department users and ALPR data will only be retained for thirty (30) days unless needed in an investigation. The Police Department also plans on being the first Illinois agency to release ALPR system usage logs each month on the Department's Transparency Portal.

The agreement with Flock Safety is for two years with renewal contingent on Council approval and yearly budget approval. The cost for year one, FY22, is \$31,500, and the cost for year two, FY23, is \$27,500.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The following agencies have Flock Safety systems and have agreed to share data for the purpose of identifying transient offenders: West Peoria PD, Champaign County SO, Springfield PD, Decatur PD, Champaign PD, Rantoul PD, Channahon PD and Pekin PD. Additionally, staff will be speaking with members of the Public Safety & Community Relations Board (PSCRB) in January 2021 about the use of ALPRs by our agency under the current plan. The McLean County State's Attorney's Office has also been consulted and is in support of the ALPR use plan. The Public Safety & Community Relations Board ("PSCRB") held a special meeting on February 23, 2022, to review and consider the proposed use of the Flock cameras. At the meeting, the PSCRB, by motion, unanimously recommended the following: (1) in the Police Department's Flock Camera Use Policy, on the section on accountability, additional information should be included about how information and use stemming from the cameras will be shared externally, potentially with the PSCRB, so there is better external public accountability, transparency, oversight and reporting to the public; (2) it be noted there were concerns from the community about this that was noted in public comment; (3) there be more discussions and open forums if and when this agreement comes back for a contract extension or renewal; and (4) that the PSCRB approves of the cameras as a crime solving tool, not for crime reduction. At the meeting, Chief Simington indicated the policy could be modified to include routine reports to the PSCRB to provide for the recommended external and public reports of non-confidential information.

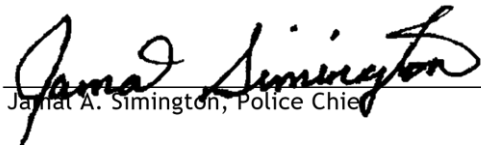
**FINANCIAL IMPACT:** If approved, the initial expenditure of \$31,500 for year 1 (January 2021-January 2022) will be funded from the FY 2022 Budget under the Police-Repair/maintenance Office & Computer Equipment account (10015110-70530). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 232. Future year commitments will be included by the Police Department as part of the annual budget process.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Bielfeldt, Office Manager

Reviewed by:



Jamar A. Simington, Police Chief

12/30/2021



Misty Shafer, Procurement Specialist

1/4/2022



Chris Tomerlin, Budget Manager

1/6/2022



Jeffrey R. Jurgens, Corporation Counsel

1/6/2022



Tara Henry, Legislative Assistant & Records Manager

1/6/2022

**Attachments:**

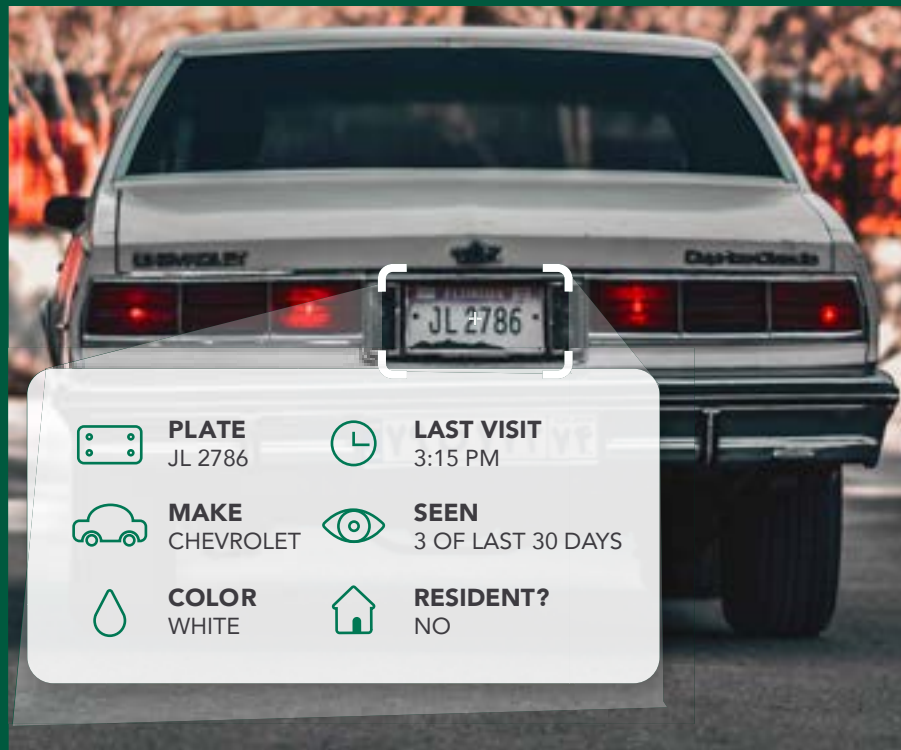
- POL 3B Quote\_Flock Safety (10 Cameras)
- POL 3C Flock Safety Sole Source Letter
- POL 3D Flock/BPD - Law Enforcement Agreement FINAL
- POL 3E Flock Safety LSJF
- POL 3F DRAFT BPD ALPR Policy 02242022

flock safety

flocksafety.com  
866.831.5326

# Your partner in eliminating crime

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Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a public safety operating system that empowers private communities and law enforcement to work together to eliminate crime. We build devices that detect and capture objective evidence, machine learning that uncovers investigative leads, and real-time alerts that prepare officers to be effective in the field.

## What makes Flock Safety's technology different



### **PUBLIC & PRIVATE PARTNERSHIPS**

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



### **VEHICLE FINGERPRINT™ TECHNOLOGY**

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



### **INFRASTRUCTURE FREE**

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



### **SIMPLE & AFFORDABLE**

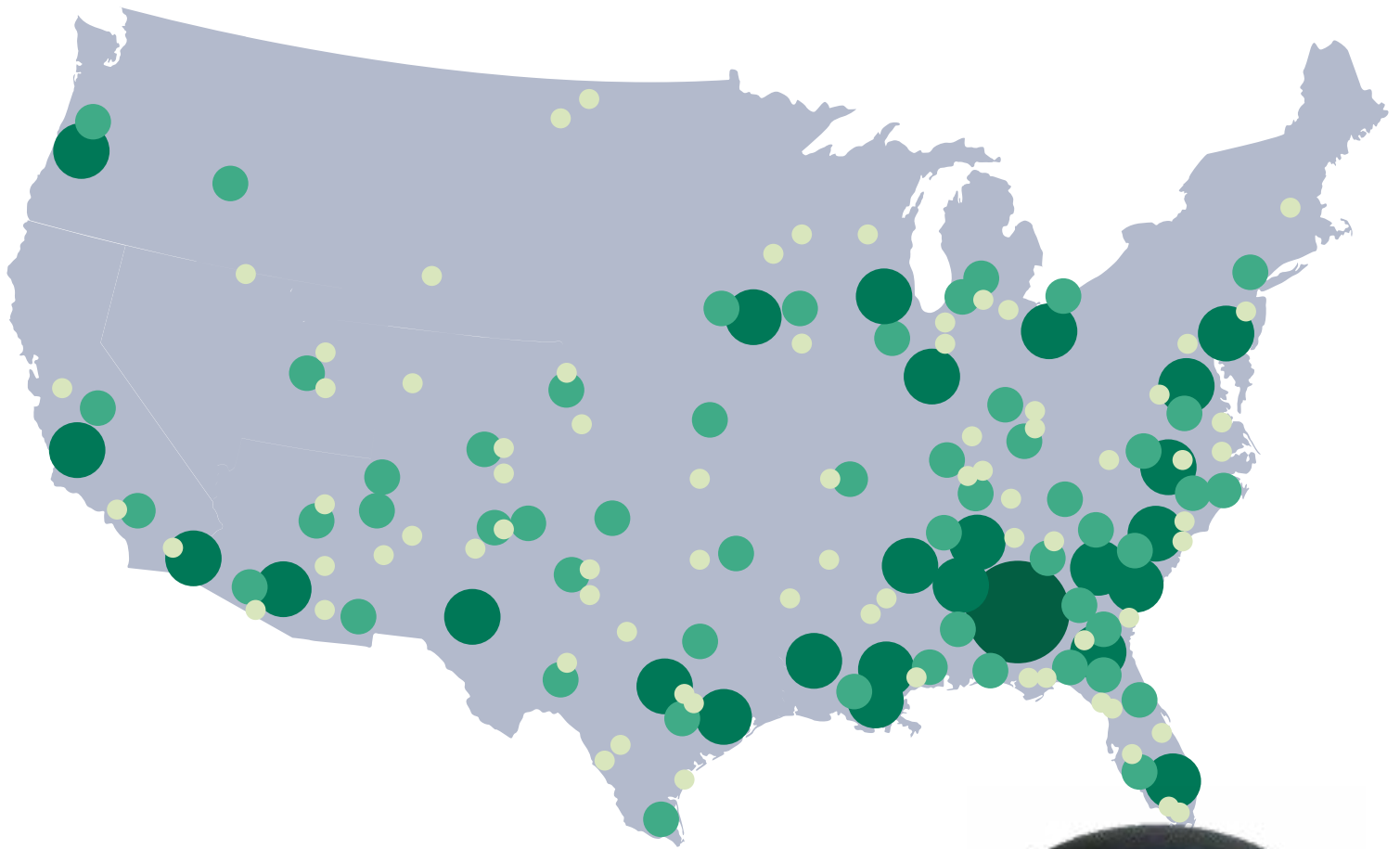
Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

# flock safety





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**600+**

Police  
departments

---

---

**1000+**

US cities

---

---

**120**

Stolen vehicle  
reads/hr

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Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

# Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

## 30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

## 34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

## 60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest



## Company Overview

Flock Safety's mission is to eliminate crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety devices deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock

Safety camera systems live in over 1000 cities in 38 states and over 600 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

## Customer Results

Flock Safety unites law enforcement and the communities they serve in the pursuit of a safer, more equitable society, with the use of force-multiplying technology. Our devices, which are owned by both public and private customers, see like a detective. They capture objective evidence, decode investigative leads using machine learning technology, and deliver real-time, actionable alerts to officers so they can clear cases more efficiently. Over 1000 U.S. cities enlist the help of Flock Safety's public safety operating system to reduce crime by up to 70%. These are some of their stories.



### JERSEY VILLAGE, TEXAS

#### A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

### MARIETTA, GEORGIA

#### 34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created





## COBB COUNTY, GEORGIA

### Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

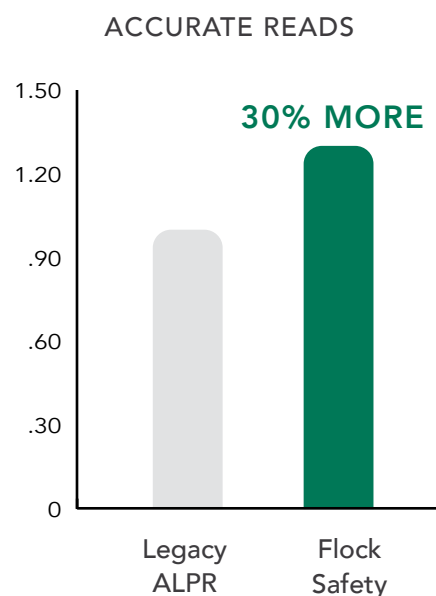
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at [stuart.vanhoozer@](mailto:stuart.vanhoozer@)

## LOS ANGELES, CALIFORNIA

### Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).







## Product

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Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review. The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

## SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).



## Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

## Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
  - Date and time
  - Vehicle Characteristics
    - Plate (partial/full)
    - Plate Type (in state, out of state, temporary tag)
    - Build & Color
    - Resident status
    - Location/Date/Time



## Insights

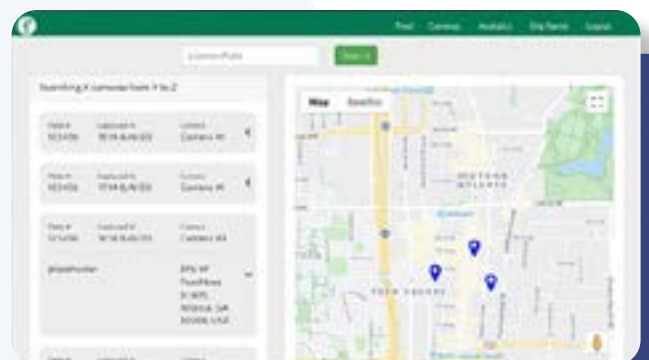
Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

## Lookup

Search plates across your jurisdiction

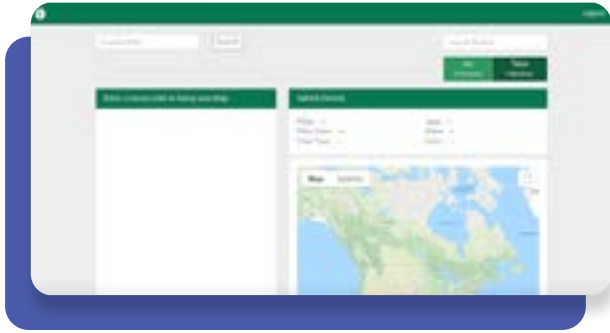
- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network



## Shared Footage Search Network for Law Enforcement

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 1B + monthly reads
- Attached to "Lookup" experience



## Performance

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC





## CAMERA SPECIFICATIONS

### Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

### Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

### Data

16GB local storage, ~2 weeks

### Image

5MP Image Sensor

### Motion

Passive Infrared Motion Detection

### Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

### Production

Designed & manufactured in the U.S.

### Night Vision

850nm Custom IR Array

### Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

## CAMERA PERFORMANCE

### Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

### Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

### Processing Power

1.4GHz

64-bit quad-core CPU

### Image Capture

20-90 ft from vehicles

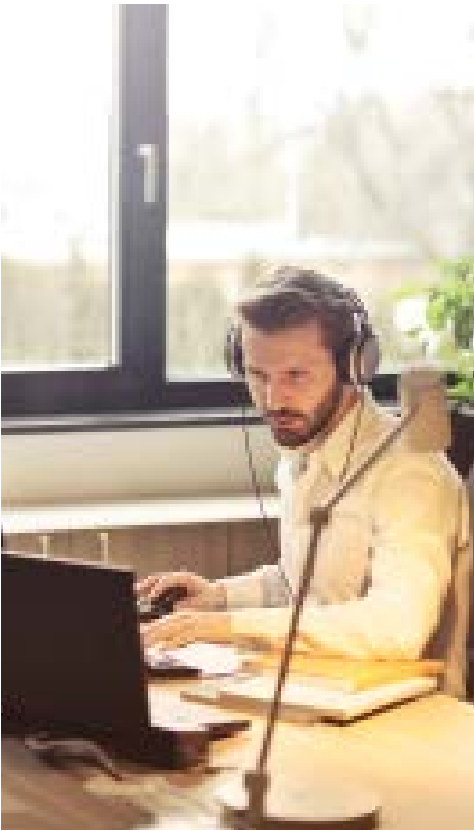
Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)





# Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the **support@flocksafety.com** inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

## SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera

## INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

**City intersection**  
Solar & existing pole



**Entrance to Hotel**  
Solar & Flock 14 foot pole



**City Foot Traffic Street**  
Electric & existing pole



| Subscription Details                                                                                                                                                | Price      | QTY | Subtotal    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|-------------|
|                                                                                                                                                                     |            |     |             |
| Annual Subscription Price<br>per year                                                                                                                               | \$2,500.00 | 10  | \$25,000.00 |
| Automatic License Plate<br>Reader (ALPR)<br>Solar or DC Power                                                                                                       | \$0.00     | 10  | \$0.00      |
| Hosting & Analytics<br>Cloud Hosting<br>Unlimited User Licenses<br>Hotlist Integration & Alerts<br>Neighborhood Camera Integration<br>Ongoing Software Enhancements | \$0.00     | 10  | \$0.00      |
| Implementation<br>Camera Setup<br>Shipping & Handling                                                                                                               | \$250.00   | 10  | \$2,500.00  |
| Other<br>Cellular<br>Mounting Equipment                                                                                                                             | \$0.00     | 10  | \$0.00      |
| Advanced Search less then 25<br>Cameras<br>Reverse Image Lookup<br>Convoy Detection<br>Multi Geo Search                                                             | \$2,500.00 | 1   | \$2,500.00  |
|                                                                                                                                                                     |            |     |             |

**Total    \$30,000.00**

# flock safety

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## **Sole Source Letter for Flock Safety ALPR Cameras and Solution**

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

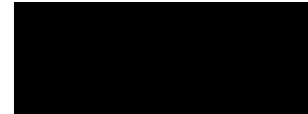
**The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, unique hubcap, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
- Only LPR provider with "Visual Search" to create investigative leads with reverse image search to find similar vehicles based on the vehicle attributes in the uploaded photo
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Direct integration with Axon Evidence.com (Flock is the only Axon LPR integration partner)
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Integration of onboard cameras on all Police Vehicles with Flock System
- Share data across Law Enforcement Departments on a National level
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate

# flock safety

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- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- Privacy controls to enable certain vehicles to “opt-out” of being captured
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Natively integrated audio and gunshot detection capabilities
- Covert industrial design for minimizing visual pollution
- Lifetime maintenance and support included in subscription price
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation



Thank you,

Garrett Langley CEO, Flock Safety

**FLOCK GROUP INC.**  
**SERVICES AGREEMENT**  
**ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

|                                                                     |                                                                 |
|---------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>Agency:</b> IL - Bloomington PD<br><br><b>Legal Entity Name:</b> | <b>Contact Name:</b> Jack McQueen                               |
| <b>Address:</b><br>305 S East St<br>Bloomington, Illinois 61701     | <b>Phone:</b> 3098208888<br><b>E-Mail:</b> jmcqueen@cityblm.org |
| <b>Expected Payment Method:</b>                                     | <b>Billing Contact:</b><br>(if different than above)            |

|                                                                  |                                                                         |
|------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Initial Term:</b> 24 months<br><b>Renewal Term:</b> 24 months | <b>Billing Term:</b> Annual payment due Net 30 per terms and conditions |
|------------------------------------------------------------------|-------------------------------------------------------------------------|

| <b>Name</b>                                                     | <b>Price</b> | <b>QTY</b> | <b>Subtotal</b> |
|-----------------------------------------------------------------|--------------|------------|-----------------|
| Flock Safety Advanced Search <25 Falcons                        | \$2,500.00   | 1.00       | \$2,500.00      |
| Flock Falcon Camera                                             | \$2,500.00   | 10.00      | \$25,000.00     |
| Professional Services - Falcon, Standard Implementation         | \$250.00     | 7.00       | \$1,750.00      |
| Professional Services - Falcon/Sparrow, Advanced Implementation | \$750.00     | 3.00       | \$2,250.00      |

**(Includes one-time fees)**

Year 1 Total \$31,500.00

Recurring Total: \$27,500.00

**Special terms:**

- Agency owns all rights, title and interest in the Agency Data, including data downloaded from the Flock Service, which belong to and are retained solely by Agency. Flock agrees not to use Agency Data for any unlawful purposes and will not sell Agency Data to any third parties.



I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: IL - Bloomington PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Alex Latraverse

Name: Tim Gleason

Title: Chief Revenue Officer

Title: City Manager

Date: 2/10/2022

Date: \_\_\_\_\_

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.



1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

### 2.4 Usage Restrictions.

**a. Flock IP.** The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

**b. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to,



utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “*Service Suspension*”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted.

## **2.7 Installation Services.**

**2.7.1 Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “*Designated Location*”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

**2.7.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("*Agency Installation Obligations*"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

*2.7.3 Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

*2.7.4 Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.



**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support.

**2.10 Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.10 Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining

any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### **4. CONFIDENTIALITY; AGENCY DATA**

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("*Agency Data*"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or



otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data..** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

## 5. PAYMENT OF FEES

**5.1a Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

**5.1b Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30<sup>th</sup> day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30<sup>th</sup> day following receipt of invoice.

**5.2 Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

## 6. TERM AND TERMINATION



**6.1a Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**6.1b Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**6.2 Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

**6.3 Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.5 No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

**6.6 Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE



SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

**7.6 Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF

THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

**8.4 Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

## **9. RECORD RETENTION**

**9.1 Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.



## 10. MISCELLANEOUS

**10.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**10.2 Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

**10.3 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

**10.4 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

**10.5 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.6 Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.7 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.8 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

**10.09 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

**10.10 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

# flock safety

Let's defeat crime together

## Customer Implementation Guide: Law Enforcement

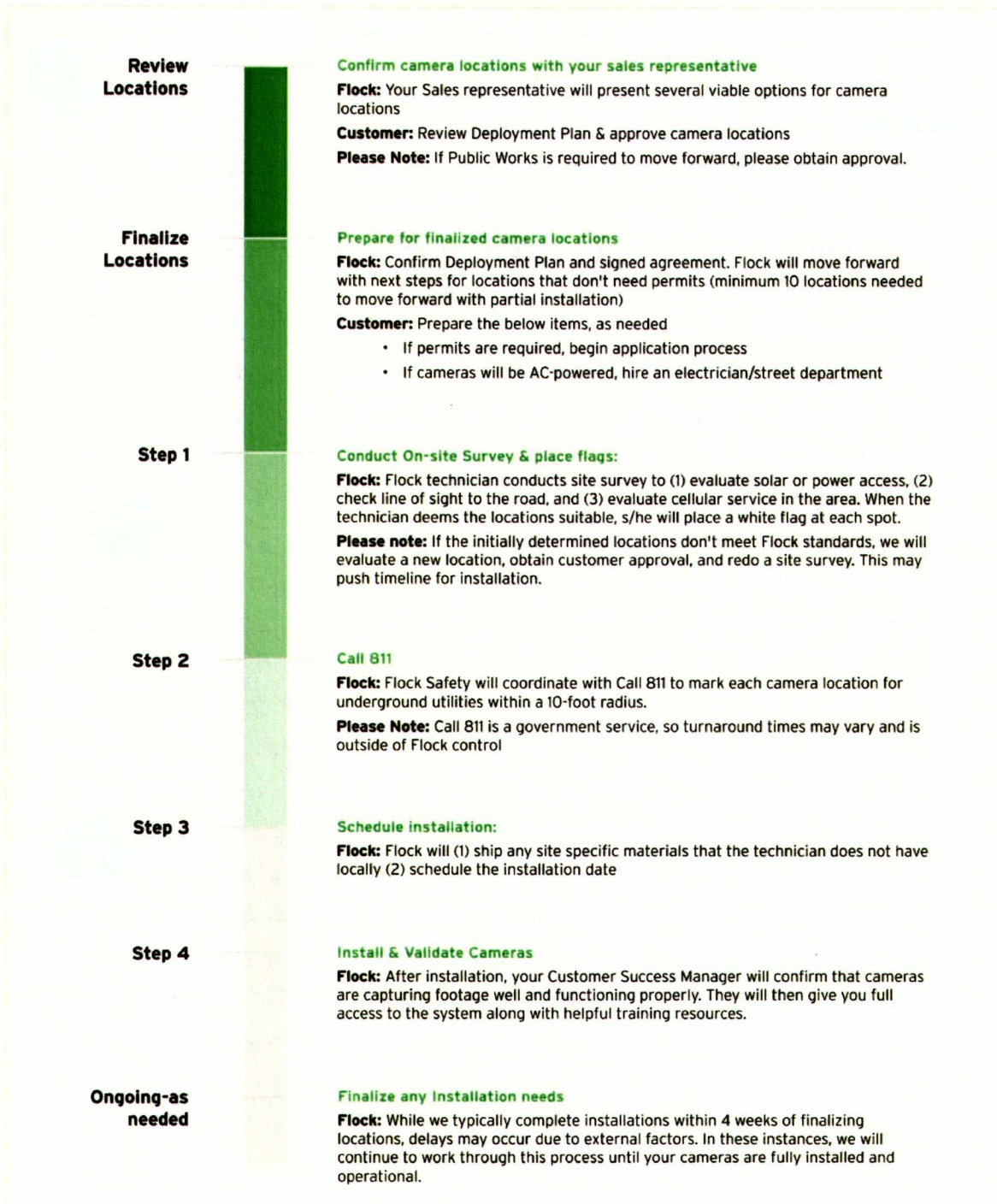
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## Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:





## Implementation Team

| Implementation Team                                                                                                                 | How they will support you                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Project Manager</b></p>                      | <p>Your <b>Project Manager</b> is your <b>primary contact during camera installation</b> ♦</p> <ul style="list-style-type: none"> <li>• Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time ♦ They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager ♦</li> </ul>                                                                                                                                                                                                                                                                            |
| <p><b>Field Operations Team</b></p>               | <ul style="list-style-type: none"> <li>• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock ♦ This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product ♦</li> <li>• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location ♦</li> <li>• <b>*Note*:</b> For <b>all Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician ♦</li> </ul> |
| <p><b>Product Implementation Specialist</b></p>  | <p>Your <b>Product Implementation Specialist</b> is your <b>technical product expert</b> ♦</p> <p>They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime ♦ <b>our specialist will work your Sales Rep to:</b></p> <ul style="list-style-type: none"> <li>• Review the cameras in your deployment</li> <li>• Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product</li> <li>• If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s) ♦</li> </ul>                                                                               |



| Relationship Team                                                                                                                | How they will support you                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div>Customer Success Manager</div> <div></div> | <p>Your <b>Customer Success Manager</b> is your <b>strategic partner</b> for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none"><li>• Set up Account Training</li><li>• Understand benefits of features</li><li>• Learning best practices for getting relevant data</li><li>• Identifying opportunities to expand the security network in your area</li><li>• Provide feedback on your partnership with Flock</li></ul> |
| <div>Flock Safety Support</div> <div></div>   | <p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. <b>To get in touch with support</b>, simply email <b>support@flocksafety.com</b>. Support can help you:</p> <ul style="list-style-type: none"><li>• Request camera maintenance</li><li>• Troubleshoot online platform</li><li>• Contract / Billing questions</li><li>• Update account information</li><li>• Camera Sharing questions</li><li>• Quick “How to” questions in your Flock Account</li></ul>                                                                                                                                                                                            |

**Please Note:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.



| Outside Party                                                            | When they may be involved                                                                                                            |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Electrician/<br>Street<br>Department                                     | If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity |
| Public Works<br>(LE)                                                     | To weigh in on the use of public Rights of Way or property                                                                           |
| Department of<br>Transportation<br>(DOT), City,<br>or County<br>agencies | If installation in your area requires permitting                                                                                     |

## Implementation Service brief: Standard VS Advanced

### Standard Implementation

**Cost** = \$350 / camera (one time cost)

#### Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

**Not included in scope:**

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits



## **Advanced Implementation**

**Cost** = \$750 / camera (one time cost)

**Included in scope:** Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
    - **Pole Options - Northern and Coastal**
    - **Pole Options - Non-Winterized, Non-Coastal**
    - **Pole Options - Georgia**
    - **Pole Options - Texas**
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

**Not included in scope:**

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits



## Things to Consider when Picking Locations

### Falcon Cameras

- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. **\*\*NOTE\*\*** *Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.*
  - They should be mounted one per pole\*. If using AC power, they can be mounted 2 per pole.
    - \*Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
  - They can be powered with solar panels or direct wire-in AC Power (no outlets). **\*\*NOTE\*\*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
  - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

### Solar Panels

- Solar panels need unobstructed southern-facing views.

### Pole

- If a location requires a "DOT Pole" (i.e., not Flock standard pole), the implementation cost will be \$750/camera.



## Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below**

# flock safety

Let's defeat crime together

## Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install  
Power Kit

Work with Local  
Electricians

Efficient Quote &  
Installation Process



## How to Get Started with a Powered Install

### 1. Create a Deployment Plan

Work with Flock to select the best location(s) for your cameras and power sources.

### 2. Acquire an Electrical Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera.

### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of the cameras.

### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present.

### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location.

### 6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation.

[www.flocksafety.com](http://www.flocksafety.com) | 866-901-1781

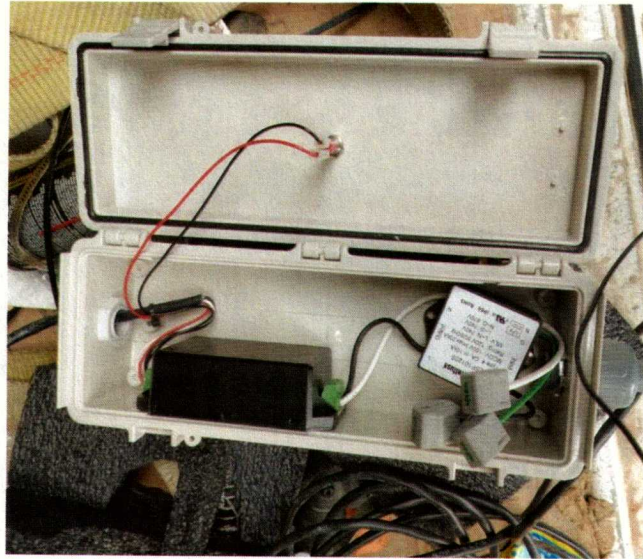
# flock safety

Visit [flocksafety.com/power-install](http://flocksafety.com/power-install) for the complete plan, FAQs & to get started!

## Electrician Handout

### Electrician Installation Steps

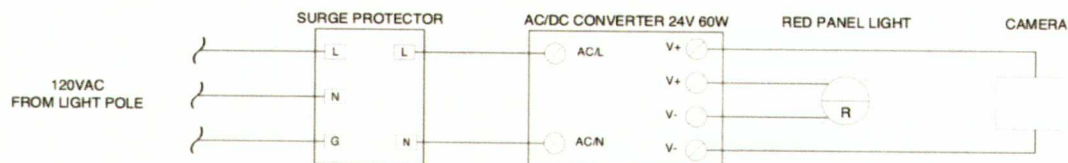
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027





## FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
  - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.





## Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

| What is covered by Flock                                     | What is NOT covered by Flock                                      | Special note                                                   |
|--------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------|
| Flock Cameras & Online Platform                              | Traffic Control and any associated costs                          |                                                                |
| Mounting Poles                                               | *DOT Approved Pole cost<br>Electrician & ongoing electrical costs |                                                                |
| AC Power Kit (as needed)                                     | Engineering Drawings                                              |                                                                |
| Solar Panels (as needed)                                     | Relocation Fees                                                   | <i>Excluding changes during initial installation</i>           |
| Site Surveys and Call 811 Scheduling                         | Contractor licensing fees                                         |                                                                |
| Installation Labor Costs                                     | Permit application processing fees                                |                                                                |
| Customer Support / Training                                  | Specialist mounting equipment                                     | <i>Including, but not limited to, **MASH poles or adapters</i> |
| Cellular Data Coverage                                       | Bucket trucks                                                     |                                                                |
| Maintenance Fees (review <b>Fees Sheet</b> for more details) | Loss, theft, damage to Flock equipment                            |                                                                |
| Data storage for 30 days                                     | Camera downtime due to power outage                               | <i>Only applicable for AC-powered cameras</i>                  |

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

## Permitting: Pre-Install Questionnaire

### 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Can your agency own the permitting process with Flock Safety's assistance?

### 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

### 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? ([Link](#))
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

### 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
  - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?



- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage



## Billing

**5.1b Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

**6.1b Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.



## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

**How do I search camera footage?**

**How do I add a user?**

**How do I add a vehicle to my own Hot List?**

**How do I enable browser notifications for Hot List alerts?**

**How do I get text alerts for Hot List?**

**How do I request camera access from other nearby agencies?**

**How do I use the National Lookup to search for a plate?** *(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

**How do I reset my / another user's password?**

## Customer Support

You can reach our customer support team anytime by emailing **[support@flocksafety.com](mailto:support@flocksafety.com)**. They can help answer any "How-To" questions you may have.



## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B (D only if necessary)).

### SECTION A - LIMITED SOURCE PURCHASE:

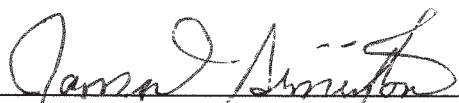
Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

|                                                  |                                                                                         |                |
|--------------------------------------------------|-----------------------------------------------------------------------------------------|----------------|
| Vendor Name & #: FLOCK SAFETY (Vendor # pending) | Amount: <del>XXXX XXX</del> \$50,000 per <del>year</del> two-year contract --- \$59,000 | Date: 12-16-21 |
|--------------------------------------------------|-----------------------------------------------------------------------------------------|----------------|

Description of item/services: The police department is looking to add 10 Flock license plate reader cameras to support the expansion of our current Public Safety Camera System.

Justification: Flock Safety is the only product that allows existing central Illinois police agencies to network their Flock ALPR data with Bloomington PD through use of a secure cloud connection. Flock Safety is the only vendor that supports a public-facing data export of system use to support the department's public transparency program. Flock Safety has direct integration with Evidence.com, the system the department uses for storage of electronic evidence. Flock Safety systems allow the department to expand ALPR processing to our existing Public Safety Camera System. Flock Safety utilizes a process that allows the ALPR to read more than one lane of traffic as it passes a Flock unit. Flock Safety is unique in that it also allows the department to import captured images from our existing Public Safety Camera System to provide automated analysis of that image against existing Flock Safety captures.

**SECTION B - REQUESTER CERTIFICATION:** By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

  
(Name and Signature of Department Director or Designee)

12/16/2021  
Date

### SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents, I concur ☐ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla A Murillo

Digitally signed by Carla A Murillo  
DN: C=US, OU=Legal - Procurement Division, O=City of  
Bloomington IL, CN=Carla A Murillo,  
E=cmurillo@cityblm.org  
Reason: I am approving this document  
Location:  
Date: 2021-12-30 11:51:11  
Foxit PhantomPDF Version: 9.4.0

\_\_\_\_\_  
Name and Signature of Purchasing Agent or Designee

\_\_\_\_\_  
Date

## Bloomington Police **Draft** Policy – Flock ALPR

Revision Date: 2-24-2022

It is the purpose of this policy to provide Bloomington Police Department personnel with guidelines and principles for the use, collection, access, dissemination, retention and purging of ALPR data. This policy will ensure that the information is used for legitimate law enforcement purposes only and the privacy, civil rights and civil liberties of individuals are not violated.

This policy assists Bloomington Police Department in increasing public safety by providing a mechanism to assist in minimizing threats and risk of harm to the citizens and their property. Proper use of the ALPR system will increase Departmental efficiencies through real time response capability in crimes ranging from potential child abductions to all manners of violent crime. The use of the ALPR system will also assist in post-incident investigations.

### DEFINITIONS:

Automated License Plate Reader (ALPR): Any device that automatically scans the license plates of vehicles and using machine learning interprets the alphanumeric values on the plate.

Automated License Plate Reader (ALPR) system: A system that includes ALPR hardware and software that processes license plate images in full or in partial to index scanned license plates into a data system for searching and retrieval.

Law Enforcement Purposes: The investigation and detection of a crime or violation of law, excluding minor traffic enforcement. Examples include the searches for missing persons or vehicles involved in criminal activity.

### POLICY

- A. ALPR devices and information contained within ALPR databases will be utilized for law enforcement purposes only.
- B. Use of the ALPR system for enforcement of traffic laws, city ordinances, towing, or immigration enforcement is prohibited.
- C. The administration, maintenance and training coordination for the ALPR system is the responsibility the Chief of Police or their designee.
- D. Ground-based ALPR installation locations will be determined by CIAU through multi-point crime analysis of current criminal incidents, historical criminal incidents, high-density violent crime areas and intersections with a high number of crashes. The



recommendation of ALPR installation locations must be approved by the Chief of Police or their designee. Existing ALPR installations may only be relocated after receiving approval by the Chief of Police or their designee after following a similar analysis of criminal incidents near the proposed installation location.

- E. An officer may not detain an individual based on the alert from the ALPR system unless the officer has reasonable suspicion that such person is involved in criminal activity.
- F. Officers will verify all ALPR activations prior to taking enforcement action. Verification should include the visual inspection of the scanned license plate image regarding the plate letters, numbers and issuing state. The officer should also verify the plate match of the vehicle in question by also comparing the vehicle make, model and any other descriptors provided in the ALPR alert. Verification may also be assisted through use of a query on the vehicle registration via the Illinois Law Enforcement Data System Agencies (LEADS).
- G. Creation and use of internal BPD Hot List
  - a. BPD's internal Hot List is considered confidential information to the extent permitted by law.
  - b. Use and creation of BPD's internal Hot List is limited to members of the Criminal Investigations Division and the Street Crimes Division.
  - c. BPD's Hot List is a list of vehicle registrations in which detectives have reasonable suspicion to believe the vehicle is legitimately associated with the commission of a criminal offense or involved in or planning criminal conduct or activity that presents a danger to any individual or community, or the person sought.
  - d. Once a detective has sufficient evidence based on the above, an entry into the BPD internal Hot List may be made only after being approved by the Criminal Investigations or Street Crimes Division Lieutenant.
  - e. Entries into BPD's internal Hot List must be a complete license plate. Partial plate entries are prohibited.
  - f. Detectives creating an entry into the BPD internal Hot List shall set the entry to expire in no longer than 30 days from the date of entry. Detectives wishing to extend an entry past 30 days shall extend the entry for another 30 days with approval of a Criminal Investigations or Street Crimes Lieutenant.
  - g. Once the entering detective is made aware that their ALPR alert is no longer valid, they should remove the vehicle from the BPD internal Hot List or request or have it removed by the ALPR system administrator as soon as possible.

## DATA SECURITY, ACCESS, AND PRIVACY

ALPR devices/databases will be utilized/accessed for law enforcement purposes only.

- A. The Bloomington Police Department will not utilize the ALPR system to seek data on any individual or organization based solely on their religious, political, or social views



or activities; their participation in a particular non-criminal organization or lawful event; or their race, ethnicity, citizenship, age, disability, gender, gender identity, sexual orientation or other classification protected by law.

- B. Employees shall not use the ALPR system to target any group or individual in a discriminatory manner or infringe on constitutionally protected activities. This shall not preclude the Chief of Police or the system administrator from releasing general information as to the effectiveness of the ALPR program and other such communications.
- C. Access to the ALPR system for the purpose of queries will be granted to all BPD supervisors, officers, dispatchers, and criminal analysts. Use of the ALPR system for queries must be related to an official investigation, personnel complaint, administrative investigation, or criminal investigation. All users that are granted access to ALPR system will be issued a unique username and password. The use of another employee's username and password is prohibited. The sharing of an employee's username and password is also prohibited. Employees that are terminated from employment or no longer need access to the ALPR system will promptly have their access rights removed.
- D. The use of ALPR systems are further restricted in the following ways:
  - 1. Dispatcher user accounts will limit their searches to the local BPD ALPR network of cameras.
  - 2. Police Officer user accounts will enable search capability across the BPD ALPR network and other agency networks from law enforcement agencies that have agreed to ALPR data sharing.
  - 3. Detectives and Criminal Analyst's user accounts will match those of police officers with the addition of creation and use of BPD Internal Hot Lists.
- E. When conducting investigative queries into an ALPR database, the requestor is required to enter either a case number (when available), a CAD run number, or the word "Investigation", when a case or run number have yet to be established. This entry will be placed in the "Search Reason" or "Lookup Reason" fields in the ALPR interface. Doing so associates a user search with a reason for the search in the system audit logs. Queries administrative or auditing purposes will be excluded from the requirement to provide a case number.
- F. Employees are prohibited from releasing any information obtained from the ALPR system to any non-law enforcement personnel unless required by law or specifically authorized by this policy. Personnel accessing the ALPR data shall also follow BPD SOP 5.26, Protected Information, which controls the access, transmission, release, and security of protected information.

## DATA STORAGE, RETENTION and SHARING

- A. The database retention period for all data collected by BPD ALPR hardware and stored on the ALPR cloud storage system shall not exceed 30 days. Mass downloading (data

dumps or mass data exports) of ALPR data via the ALPR cloud storage system is prohibited.

- B. Collected ALPR data is encrypted and held in an AWS CJIS compliant cloud. Because this cloud is vendor owned, data contained in the ALPR cloud is not subject to request or disclosure under the Illinois Freedom of Information Act. Individual ALPR data records downloaded as part of an active investigation become records of the Department. Individual ALPR records that are downloaded for use in an investigation are subject to Illinois FOIA request similar to all other data and records belonging to the Department. Downloaded records are to be treated as evidence and stored according to Departmental procedures and policy by the ALPR end user. Evidence created through use of ALPR query shall also be included in an officer's/analyst's investigative report and uploaded to Evidence.com as directed in Policy 3.05 "Management of Digital Exhibits in Evidence.com".
- C. External law enforcement agencies may request a query of the Department's ALPR system as part of an active criminal investigation by the external law enforcement agency. The Department will only share BPD ALPR data for official law enforcement purposes in accordance with Departmental policies and local, state, and federal laws and regulations. If the external agency request produces investigative leads in other jurisdictions, BPD will not provide records from those external agencies to the requesting agency. BPD will then refer the requesting agency to the outside agency where the original records reside.
  - a. When practical, and in absence of exigent circumstances, external law enforcement requests should be referred to CID Command or members of CIAU for processing and record keeping.
- D. BPD ALPR data shall not be shared with any commercial, contracted, or private entity.
- E. Electronic online sharing of Departmental historical ALPR data to external law enforcement agencies, who use a compatible ALPR system, is permissible and will be at the discretion of the Chief of Police or their designee.
- F. At no time is ALPR data allowed to be sold, monetized, or otherwise used for any commercial or non-law enforcement purpose.

## TRAINING

The Department will establish end-user training for those employees provided direct access to ALPR data. ALPR system users shall be trained prior to being granted access to the ALPR system(s). Training will include a review of this policy and Policy 5.26 "Protected Information", the proper handling/storage of ALPR downloaded records, searching of the ALPR system(s), the requirements and process of creating and deleting entries into the BPD internal Hot List, guidance regarding the appropriate uses of ALPR technology and possible penalties for ALPR policy violations.

## ACCOUNTABILITY

- A. Agency user audit reports will be produced and inspected monthly to ensure compliance with this policy. The system administrator will be responsible for conducting the monthly audit and reporting any discrepancies, problems or misuse to the Chief of Police or their designee. The monthly user audit will also contain anonymized user data and transactional data suitable for release on the Department's web-based Transparency Portal.
- B. Agency user audit reports will be produced monthly and be presented at the monthly Public Safety Community Relations Board (PSCRB) meetings. This report will provide the basis for ongoing discussions with PSCRB as it pertains to the department's ongoing use of ALPR technology.
- C. Any Department member found to be in noncompliance with this policy regarding their use of the ALPR system will immediately have their access suspended to the ALPR system (if an authorized user) and may be subject to the appropriate disciplinary or administrative actions.
- D. Any non-Departmental personnel found to have gained unauthorized access will be referred to the appropriate authorities from criminal prosecution, as necessary.