

**CITY OF
BLOOMINGTON
COUNCIL MEETING
JANUARY 10, 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, JANUARY 10, 2022, 6:00 P.M.

THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:
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, and/or 2) those persons wishing to provide written comment must email their comments to 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
6. Public Comment

Individuals wishing to provide emailed public comment must email comments to 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 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 November 15, 2021 Committee of the Whole 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 \$10,120,970.15, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

- C. Consideration and action to approve Appointments and Reappointment to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Reappointment be approved.)*
- D. Consideration and action to approve a Purchase Order with Dell, Inc. for the Microsoft Enterprise Software Annual Renewal for software maintenance and support covering the City's Microsoft licensing, in the amount of \$199,312.77, from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract CMT #1176800, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase Order be approved.)*
- E. Consideration and action to approve an Agreement with Gildner, Inc., for the FY 2022 CDBG West Bloomington Sidewalk Corridors Program (Bid #2022-05), in the amount of \$107,581.90, as requested by the Public Works Department and the Economic & Community Development Department. *(Recommended Motion: The proposed Agreement be approved.)*
- F. Consideration and action to approve an Intergovernmental Agreement between the City of Bloomington and Bloomington Public Schools, District 87, so that they can purchase rock salt from the City during winter 2021-2022, in the amount of \$66.97 per ton for the existing supply left over from the 2020-2021 season, and in the amount of \$69.95 per ton once the existing supply is exhausted, not to exceed 250 tons, as requested by the Public Works Department. *(Recommended Motion: The proposed Intergovernmental Agreement be approved.)*
- G. 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.)*
- H. Consideration and action to approve a Contract with Donohue & Associates, Inc., for Fort Jesse Tank Rehabilitation construction, observation, and contract administration, in the amount not to exceed \$186,800, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- I. Consideration and action to approve a Contract with Shive-Hattery, Inc., for the Lake Parks Maintenance Building Design, in the amount not to exceed \$70,500, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- J. Consideration and action on a Resolution Authorizing Waiving the Formal Bidding Process and Approving the Carahsoft Technology Corporation at Granicus Agreement/Quote for Three (3) years in the Amount of \$101,233.28, as requested by the Information Technology Department and the City Clerk Department. *(Recommended Motion: The proposed Resolution and Agreement be approved.)*
- K. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Contract Between the United States

Department of the Interior U.S. Geological Survey Central Midwest Water Science Center and the City of Bloomington for the Installation, Operation, and Maintenance of Stream Gages on Six Mile Creek, Money Creek, and Kickapoo Creek, in the amount of \$74,400 for FY22 and \$43,200 for FY23, for a total amount of \$117,600, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution and Contract be approved.)*

- L. Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and Fisher Tank Company for the Fort Jesse Tank Rehabilitation (Bid #2022-12), in the Amount of \$4,059,300, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 19 & 20 in Block 2 in Camp Kickapoo, from Craig C. Hart to the petitioner, Craig C. Hart, Trustee of the Craig C. Hart Revocable Trust Dated July 16, 2021, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.)*
- N. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 2 in Block 2 in Camp Iroquois, from Janet Wiser to the petitioner, The Wiser Family Trust Dated October 26, 2021, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.)*

- 8. City Manager's Discussion
- 9. Mayor's Discussion
- 10. Council Member's Discussion
- 11. Executive Session - Cite Section
- 12. Adjournment

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: January 10, 2022

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the November 15, 2021 Committee of the Whole 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

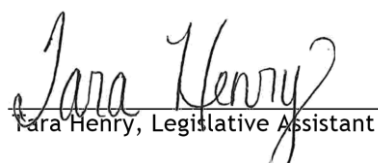
Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

1/6/2022


Tara Henry, Legislative Assistant

1/6/2022

Attachments:

- CLK 1B DRAFT 11-15-2021 COW Minutes



MINUTES
COMMITTEE OF THE WHOLE CITY COUNCIL MEETING
MONDAY, NOVEMBER 15, 2021, 6:00 P.M.

The City Council convened in regular session in-person in the Government Center Chambers at 6:00 p.m., Monday, November 15, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

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

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment. Karen Kinsella and Mary Carlisle provided in-person comment. Dave Kobus emailed public comment.

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.

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 4.A. Consideration and action to approve the Minutes of the September 20, 2021, Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Regular Agenda

The following item was presented:

Item 5.A. Presentation and discussion of Western Avenue Community Center's history and programming, as requested by the Administration Department.

City Manager Tim Gleason introduced the Item and the presenters from Western Avenue Community Center ("Center").

Mike Jones, Board President for the Center, provided a brief history of the Center celebrating their recent 95th anniversary. He stated that the Center supported more than 1,800 families in the community.

Mary Tackett, Center Director, explained that the Center was built upon four pillars (Health, Education, Wellbeing, and Recreation) to support the community. She described a multitude of programs within each pillar and the benefits of each. She explained how the programs filled the needs of the community, including offerings such as a free computer lab, affordable events, and English as a second language programs. She discussed partnerships with multiple local organizations to provide fresh food and non-perishables and went on to discuss the Center's future goals and vision. Mrs. Tackett stated that the Center aimed to not only grow, but expand its programming throughout McLean County. The Center wished to remove barriers and create strong partnerships with other professional, community-based, and non-profit organizations in order to do so. Their group of leaders also planned to connect with McLean County United Way on their Workforce 180 Initiative and expand their donor base to include endowments, grants, corporate sponsors, as well as continuous monthly and annual giving. She described their passion as a continuum of service aiming to cover the entire lifespan of their clients (those served).

Council Member Crumpler expressed appreciation for their bilingual programs.

Council Member Mathy further expressed appreciation and commented on past events hosted by the Center.

Council Member Ward echoed appreciation and expressed interest in providing mentorships for the Sisters by Chance program.

Council Member Emig commented on their partnership on events with the McLean County History Museum. She commended their work with Workforce 180 and asked what the most significant post-pandemic need for the Center was currently. Mr. Jones discussed their lack of youth programming and need for daycare services. He mentioned his concern for youth mental health post-pandemic and stated that the Center was the only downstate Center of its kind. Mrs. Tackett believed that face-to-face interaction and empathy were key, post-pandemic.

Council Member Crabill echoed appreciation and noted potential American Rescue Plan funding from the City.

Mr. Gleason thanked Mr. Jones and Mrs. Tackett for the presentation and his recent tour of the Center.

The following item was presented:

Item 5.B. Presentation and Discussion on American Rescue Plan Funding, as requested by the Administration Department.

City Manager Gleason reported that the City would receive just under \$13.4 million in American Rescue Plan ("ARP") funding. He stressed that Council was not under obligation to

immediately allocate the funds.

Deputy City Manager Billy Tyus provided additional information and explained that Council had up until December 31, 2024 to obligate the ARP funds, which must then be spent by December 31, 2026. He discussed guidelines on allocation per the United States Treasury and provided a list of projects/programs within each of the potential local fund use categories. Those categories included Storm Water Management, Road Improvements, Downtown Revitalization, Equity Focused Organizations, and Council Ward Initiatives.

City Manager Gleason reminded Council that they had the final decision on fund allocation. He shared staff's excitement for the potential projects listed under Equity Focus and Council Member Ward's Initiative to foster workforce training.

Mayor Mwilambwe supported the opportunity to support members of the community who had been significantly impacted by COVID.

Council Member Emig discussed the importance of investing versus just spending. She supported the implementation of green and gray infrastructure in addition to road infrastructure, as well as any potential to settle remaining water bills or a percentage thereof to assist residents. She stressed the importance to aid the most vulnerable community members through efforts like mental health support and affordable housing.

Council Member Ward expressed interest in addressing as many items as possible. She believed that could best be done by Council having a discussion on how money can be spent from new federal aid versus just ARP funding. She stressed her interest in using ARP funds to address Americans with Disabilities Act (ADA) accessibility issues. She acknowledged sewer and roads continuing to be an issue and stated that affordable senior housing was also an issue in today's housing market.

Council Member Becker confirmed funding obligation and spending timelines with Deputy City Manager Tyus. He supported workforce development, but stressed the importance of allocating significant funds towards high priority areas such as road infrastructure. City Manager Gleason commented to the loss of revenue for the Motor Fuel Tax, as well as funds allocated to sidewalk and road improvements over the next few years.

Council Member Montney stressed the importance of funding street and sewer improvements and believed Council should prioritize the Locust-Colton project and other combined sewer overflow projects.

Council Member Crabill confirmed with Deputy City Manager Tyus that the Illinois Environmental Protection Agency (IEPA) required combined sewer overflow projects to be separated by dates certain, whereas no dates certain were required for combined sewers. Deputy City Manager Tyus believed the statement was accurate. Council Member Crabill recommended community input discussions. He preferred to focus on sewer issues from back-up and also asked if the City could hire City inspectors to ensure affordable housing was safe and habitable.

Council Member Crumpler echoed the importance of sewer infrastructure. He also supported Downtown-focused ADA improvements as a priority.

Council Member Boelen noted that many of the suggestions were not focused on COVID-related affects. She explained that, while she was not opposed to working with others in the community, she believed that the City should focus on its infrastructure. She

mentioned overwhelming support for infrastructure and broadband Internet improvements.

Council Member Boelen made a motion, seconded by Council Member Crabill, to extend Council discussion 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 Mathy believed that while road infrastructure was important, the priority should be to allocate funds to help those heavily impacted by COVID. He believed the City should invest in hydraulic modeling for the Westside of Bloomington to relieve the sewer system, as well as consider investing in affordable childcare, workforce development, and youth mental health. He asked staff to provide Council the intergovernmental agreement between the City and McLean County for mental health, as well as a status report. He ended by suggesting the City partner with McLean County and/or the Town of Normal to incentivize developers.

Council Member Montney suggested additional training on the U.S. Treasury's guidance for ARP fund use. Deputy City Manager Tyus noted that staff had reviewed the guidelines prior to sharing the proposed programs and noted that some of the programs could address systemic economic issues. Council Member Montney asked for an additional review specific to restricted categories. Deputy City Manager Tyus stated that staff could provide additional clarity.

Deputy City Manager Tyus then returned to Council Member Crabill's earlier question regarding the City's responsibility to combined sewer overflows, stating that his statement was correct as he'd believed.

Council Member Montney then asked the total cost of the combined sewer overflow projects. Deputy City Manager Tyus stated that he would confirm and respond at a later time.

City Manager Gleason and Council Members Crabill and Becker moved on to discuss premium pay for essential workers that required overtime related to COVID-19.

Council Member Boelen referred to ARP fund allocation rules and reiterated her position that public health should be addressed by the Health Department. She stressed that the City should focus on street and sewer infrastructure.

Council Member Crumpler asked about next steps. Deputy City Manager Tyus stated that they would evaluate trends from the discussion and would return with a more structured program.

City Manager Gleason provided additional information and reminded Council that they had time to decide.

Council Member Crabill and City Manager Gleason discussed potential community outreach.

Mayor Mwilambwe reiterated the need for infrastructure and supported additional discussions on workforce development.

City Manager's Report

City Manager Gleason recognized the City of Bloomington's Communications Center and staff for their recent achievement as the World's 25th Emergency Police Dispatch (EPD) Accredited Center of Excellence (ACE) by the International Academy of Emergency Dispatch. He pointed out that Bloomington's Dispatch Center was the 1st in Illinois to receive the accreditation. He ended by highlighting upcoming Downtown events and recognizing new City employees.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Becker, that the meeting be adjourned.

Motion carried (viva voce).

The meeting adjourned at 7:31 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: January 10, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$10,120,970.15, 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 \$10,120,970.15 (Payroll total \$5,531,696.86, Accounts Payable total \$3,053,682.10, Bank Transfers total \$1,422,111.24 and Purchase Cards total \$113,479.95).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Sheryl McDaniel, Accountant

Reviewed by:


F. Scott Rathbun, Finance Director

1/5/2022


Tara Henry, Legislative Assistant & Records Manager

1/6/2022

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
12/17/2021	\$ 2,121,583.82	\$ 566,058.71	\$ 2,687,642.53
12/30/2021	\$ 2,107,161.21	\$ 236,154.23	\$ 2,343,315.44

12/10/2021-12/30/2021	\$ 491,920.17	\$ 8,818.72	\$ 500,738.89
Off Cycle Adjustments			

PAYROLL TOTAL	\$ 5,531,696.86
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
1/10/2022	AP General	\$ 2,107,532.74
	AP JMScott	
1/10/2022	AP Comm Devel	\$ 88,609.68
1/10/2022	AP IHDA	\$ 170.00
1/10/2022	AP Library	\$ 255,842.12
1/10/2022	AP MFT	\$ 47,557.46
12/10/2021-1/4/2022	Out of Cycle	\$ 553,970.10
10/4/2021-12/20/2021	AP Bank Transfers	\$ 1,422,111.24
	AP TOTAL	\$ 4,475,793.34

PCARDS

Date Range	
11/1/2021-11/30/2021	\$ 113,479.95

PCARD TOTAL	\$ 113,479.95
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GRAND TOTAL	\$ 10,120,970.15
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: January 10, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointments and Reappointment to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Appointments and Reappointment 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 Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointments and reappointment of:

Citizens' Beautification Committee: Connor Kaeb to the Citizens' Beautification Committee. Connor's appointment is effective immediately with an expiration date of 4-30-24. Application is on file in the Administration Office.

Planning Commission: Goverdhan Galpalli to the Planning Commission. Goverdhan's appointment is effective immediately with an expiration date of 4-30-24. Application is on file in the Administration Office.

McLean County Regional Planning Commission: Jennifer Langley to the McLean County Regional Planning Commission. Jennifer's reappointment is effective immediately with an expiration date of 12-31-24. Application is on file in the Administration Office.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:



Billy Ryus, Deputy City Manager

1/5/2022



Tara Henry, Legislative Assistant

1/5/2022

Attachments:

- ADM 1C Planning Commission Roster
- ADM 1D Regional Planning Roster
- ADM 1B Citizens' Beautification Roster

Planning Commission

Mayor Appointed	Quadrant	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward
x		Brady	Sant Amour	04/30/22	2021	02/22/21	8
x	Southeast	David	Stanczak	04/30/22	2012	04/22/19	8
x	Southeast	Thomas	Krieger	04/30/23	2017	04/27/20	5
x				04/30/21			
x	Northeast	Mark	Muehleck	04/30/23	2017	04/27/20	9
x	Southwest	Justin	Boyd	04/30/22	2016	04/22/19	6
x				04/30/23			
x		John	Danenberger	04/30/23	2020	04/27/20	4
x	Northeast	Tyson	Mohr	04/30/24	2018	04/12/21	8

Regional Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appoint Date	Year First Appt	Ward
X	COB Rep			12/31/22			
X	COB Rep	Jennifer	Langley	12/31/21	04/21/21	2021	8

Citizens' Beautification Committee

Mayor Appointed	Staff/ Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Sara	Kemp	04/30/24	2018	04/12/21
x	Chair	Robin	VanDermay	04/30/23	2014	04/30/20
x		Becky	Altic	04/30/23	2020	09/28/20
x		Daniel	Freburg	04/30/22	2018	04/22/19
x		Joni	Painter	04/30/24	2021	06/14/21
x				04/30/22		
x		Adriane	Powell	04/30/22	2018	04/22/19
x				04/30/23		
x				04/30/24		
x				04/30/24		
x		Eric	Hansen	04/30/22	2020	04/13/20
x				04/30/22		



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: January 10, 2022

SPONSOR: Information Technology Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Purchase Order with Dell, Inc. for the Microsoft Enterprise Software Annual Renewal for software maintenance and support covering the City's Microsoft licensing, in the amount of \$199,312.77, from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract CMT #1176800, as requested by the Information Technology Department.

RECOMMENDED MOTION:

The proposed Purchase Order 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: The City participates in an EA (Enterprise Agreement) with Microsoft Corporation to use its Microsoft licenses. The EA is implemented in successive three-year agreements. This is the second year of the three-year agreement approved by Council in November 2020. The current request would provide Microsoft licensing for the 12 month period ending October 2022. Staff will come back to Council for expenditure approval for the following third year of the contract.

These licenses include desktop and server operating systems, enterprise databases, office productivity software, email services, security and device management, team collaboration, video conferencing, network management software, and terminal emulation software to provide desktop application services across some of the City's slower WAN (Wide Area Network) links. Participation in the EA agreement provides version updates to all software, support, training, and transition rights to software when computer hardware is replaced.

As the Microsoft EA is a three-year agreement, licensing costs are spread across all three years. There are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City can participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract (Contract: JPMC Microsoft Licensing Solutions Provider (LSP), CMT1176800 - valid through 7/30/2024) under which the State of Illinois has negotiated with Microsoft for lower licensing costs. The Microsoft reseller selected to manage the State of Illinois contract is Dell Marketing L.P. As such, the City may only participate in the Microsoft EA by purchasing through Dell Marketing L.P.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This item is included in the FY 2022 Budget under Information Services-Repair/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 12/6/2021


Carla Murillo, Procurement Manager 12/6/2021

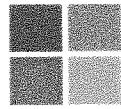

Chris Tomerlin, Budget Manager 12/7/2021


Jeffrey R. Jurgens, Corporation Counsel 1/5/2022


Tara Henry, Legislative Assistant & Records Manager 1/5/2022

Attachments:

- IT 2B Purchase Order_AnnualPayment_Year 2_2021
- IT 2C IL Contract Signed in 2020
- IT 2D IL Certificate of Good Standing



Microsoft

Customer: City of Bloomington
Dell Customer #: 46480250
Date: 12/1/2021
Quote #: SXL12012021
Contract Code: C000000765005

The PO needs to be
addressed to Dell
Sydney Laughley

sydney_laughley@dell.com

Master Agreement Number	8979360
Agreement Number	5597125
Anniversary Date	10/31/2023
Months Remaining	N/A

MFG. Part #	Product	Level	Qty Needed	Unit Price	Total
AAA-11924	Enterprise Office365 G3 Fromsa Shrdsvr Sublic Per Usr All Lang	D	660	\$ 171.76	\$ 113,361.60
6VC-01253	Enterprise Windows Remote Desktop Services Device Cal Sa All Languages	D	46	\$ 17.32	\$ 796.72
AAA-12417	Enterprise Corecal Bridge Off365 Fromsa Platform Sublic Per Usr All Lng	D	660	\$ 14.83	\$ 9,787.80
AAD-32904	Enterprise Ent Mobandsec E3 Gcc Shared Alng Monthlysub Addon To Usr Cr Cal	D	5	\$ 54.42	\$ 272.10
3GU-00001	Enterprise O365 Exchg Atp Forgov Shrdsvr Alng Subsvl Mvl Perusr	D	770	\$ 17.19	\$ 13,236.30
3NS-00003	Enterprise Exchange Online Plan G2 Shrdsvr Per User Monthly Sublic All Lang	D	110	\$ 68.68	\$ 7,554.80
DDJ-00001	Enterprise Powerbiprogov Shrdsvr Alng Subsvl Mvl	D	8	\$ 85.78	\$ 686.24
076-01912	Enterprise Project Sa All Languages	D	6	\$ 111.01	\$ 666.06
D87-01159	Enterprise Visio Pro Sa All Languages	D	11	\$ 95.26	\$ 1,047.86
9GS-00135	Enterprise Cisttedccore Alng Sa Mvl 2Lic Corelic	D	48	\$ 157.46	\$ 7,558.08
9GA-00313	Enterprise Cisstestdcore Alng Sa Mvl 2Lic Corelic	D	320	\$ 32.28	\$ 10,329.60
359-00792	Enterprise Sql Cal Device Cal Sa All Languages	D	24	\$ 32.28	\$ 774.72
228-04433	Enterprise Sql Server Std Sa All Languages	D	6	\$ 139.35	\$ 836.10
7NQ-00292	Enterprise Sql Server Std Sa Per 2 Core Lic All Languages	D	18	\$ 554.26	\$ 9,976.68
9EN-00198	Vla Enterprise Sysctrstdcore Alng Sa Mvl 2Lic Corelic	D	8	\$ 17.32	\$ 138.56
KV3-00353	Enterprise Windows Ent Platform Software Assurance All Lng	D	555	\$ 40.15	\$ 22,283.25
T98-00798	Enterprise Windows Rights Mgmt Services Device Cal Sa All Languages	D	1	\$ 6.30	\$ 6.30
				1 Year Total	\$ 199,312.77

Total Approved by City Manager, Tim Gleason

Date Approved

STATE OF ILLINOIS
Contract
Illinois Department of Innovation and Technology
JPMC Microsoft Licensing Solutions Provider (LSP)
CMT1176800

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
Contract
Illinois Department of Innovation and Technology
JPMC Microsoft Licensing Solutions Provider (LSP)
CMT1176800

VENDOR

Vendor Name: Dell Marketing L.P.	Address (City/State/Zip): One Dell Way, Round Rock, TX 78682
Signature: [REDACTED]	Phone: [REDACTED]
Printed Name: Rita Roles	Fax:
Title: Sr Contracts Manager	Email: Rita.Roles@dell.com
Date: 06/25/20	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield IL 62072	
Official Signature: [REDACTED]	Date: 7/10/20
Printed Name: Ron Guerrier	
Official's Title: Secretary	
Legal Signature: [REDACTED]	Date: July 9, 2020
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature: [REDACTED]	Date: 7/9/2020
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

Agreed as to Legal form and content
JB - 06/25/2020

2

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 20-448DOIT INFOT-B-0000
- Project Title: JPMC Microsoft Licensing Solutions Provider (LSP)
- Contract #: CMT1176800
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: B-11972
- BidBuy / Bulletin Publication Date: 12 /13 /19
- Award Code: A
- Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐ No Percentage:
- Minority Owned Business? ☐ Yes ☐ No Percentage:
- Women Owned Business? ☐ Yes ☐ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Department of Innovation and Technology, in cooperation and agreement with the Chief Procurement Officer for General Services, is executing a contract with Vendor for the purchase of Microsoft software licensing/subscription, support and services available via the State's Microsoft Enterprise Agreement, Server Cloud Enrollment, Select Plus, and Premier/Unified Support agreements. This contract is a Joint Purchase Master Contract (JPMC) and is available to all governmental units and qualified not-for-profit agencies.

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier/Unified Support Agreement, a Server Cloud Enrollment Agreement and an Enterprise Agreement with Microsoft.

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier/Unified Support, Select Plus, Server Cloud Enrollment, and Enterprise Agreements.

Premier/Unified Support used by the State of Illinois is intended to provide advanced support and assistance in cases of critical systems being at risk both from an IT infrastructure and IT application development perspective; implementation and engineering advice; implementation kick start; and training on specific Microsoft product solutions. This is not intended to be used for acquiring long term services for IT application development, application maintenance and/or routine daily IT and business operations. All releases for Premier/Unified Support require a Statement of Work with defined deliverables, timelines, Vendor/Ordering Entity responsibilities, and detailed costs showing contract percentage off.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the buyer receives proper credit for all purchases of Microsoft products against the Microsoft Select Plus, Server Cloud Enrollment, Premier/Unified Support and Enterprise Agreement programs. The Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the buyer receives appropriate credit for all Microsoft program specific purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of the resulting

contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Innovation and Technology.

The State recognizes that a manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed supplies and/or services.

1.2. MILESTONES AND DELIVERABLES: NA

1.3. VENDOR / STAFF SPECIFICATIONS: Vendor shall remain a Licensing Solutions Provider (LSP) authorized to resell Microsoft Products, support, and services throughout the term of this contract and any renewals. Vendor shall remain responsible for and authorized to provide pre- and post-sales support, where applicable and as detailed in this Contract.

1.4. TRANSPORTATION AND DELIVERY: Delivery and/or electronic delivery shall be as stated on each individual order. Vendor shall not charge for shipping/handling

1.5. SUBCONTRACTING

Subcontractors are allowed. If a vendor utilizes a subcontractor, it must be identified below. Please see Section 1.5.5 for adding or changing subcontractor(s) after execution of a contract.

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.5.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.5.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units

performing substantially similar work to the services covered by the contract subject to its bid or offer; and

- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Illinois and various other locations

Value of services performed at this location: 100%

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing is shown below.

	PART 1 Product Categories	Percentage Discount off ERP Pricing Level D
1	Enterprise Agreement	21.27%
2	Server Cloud Enrollment	21.27%
3	Select Plus	16.91%

	PART 2 Premier/Unified Support	Percentage Mark Up
1	Premier/Unified Support	0%

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Discount Percentage off Microsoft published ERP pricing level D /Mark Up Percentage as shown in Tables in Section 2.1.1.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.5.2. Renewal Compensation: This contract has no renewal options.

2.6 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$NA without a formal amendment.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of July 31, 2020 through July 30, 2024.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. This contract will not be renewed. The State reserves the right to renew for a total of N/A.

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.
- 3.6 SUSPENSION:** The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7. Suspension of this contract will not affect either party's obligations for orders executed prior to such suspension.
- 3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice the respective agency on a per order basis.

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party.

4.3 SUBCONTRACTING: To the extent applicable and for purposes of this section, subcontractors are those specifically hired by Vendor to perform all or part of the work to be performed by Vendor under this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120. For greater clarification, Microsoft is not considered a Subcontractor under this Contract.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities.

Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIMELY PERFORMANCE:** Vendor will perform its obligations under this contract in a prompt and timely manner. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. Each party will provide written notice in the event of a force majeure event. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration. A force majeure event shall not affect the obligation to pay for products and services previously received.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all of the State's data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is

independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** No Dell branded services or products are included in this Contract. No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in an order and the statement of work (SOW) giving rise to such work for hire. Notwithstanding anything in this Contract or amendment to the Contract or SOW, the parties to this Contract, including manufacturers of third party products purchased under this Contract, shall retain all pre-existing intellectual property rights.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for Commercial General Liability and Business Auto liability insurance. Vendor shall promptly provide State a Certificate of Insurance upon request. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims agreed to under the contract.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and to the extent applicable to its subcontractors, shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier

(UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and

encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 No Dell branded products or software are sold under this Contract. If the Contract is amended to include Dell branded products or software the parties agree to amend the Contract to include appropriate licensing terms. The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through

agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

4.29 RESERVED.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

- 5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILC 500/10-20(a)(4).
- 5.1.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.
- 5.1.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☒ Agency Specific Terms and Conditions

- 5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
- 5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
- 5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

Form B

Certifications and Disclosures

BidBuy Reference #: [19-448DOIT-INFOT-B-11972](#) Procurement/Contract #: [19-448DOIT-INFOT-B-11972](#)

This Form B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: [REDACTED]

IPG Expiration Date: [9/11/2020](#)

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e). ☒ Yes ☐ No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

☐ Yes ☒ No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [N/A](#)

4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed. [In addition to the contract listed in our original submission, Dell is a party in the following consortium contracts. The values below are restricted to the State of Illinois. Please note that these consortium contracts are used by various states. Dell is unaware of any additional contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with agencies of the State of Illinois.](#)

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
State of Illinois DoIT	Dell Server Statewide Master Contract	Active	\$4,000,000	Master Blanket Purchase Order 20-448DOIT-INFOT-P-10880
Various Entities Included	IPHEC	Active	Approximately \$2,000,000	IPHEC
Various Entities Included	MHEC	Active	Approximately \$1,800,000	MHEC
State of Illinois Secretary of State	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners	Pending	Approximately \$500,000	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners
State of Illinois DoIT	Invitation for Bid: JPMC Microsoft Licensing Solutions Provider (LSP)	Pending	Approximately \$40,000,000	Invitation for Bid: 20-448DOIT-INFOT-B-11972

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: [Dell Marketing, L.P.](#)

Phone: [512.723.1679](#)

Street Address: [One Dell Way](#)

Email: Heather.Jones1@Dell.com

City, State, Zip: [Round Rock, TX 78682](#)

Vendor Contact: [Heather Jones](#)

Signature: _____

Date: [May 1, 2020](#)

Printed Name: [Heather Jones](#)

Title: [Proposal Manager](#)

Taxpayer Identification Number

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),

and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,

and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: Dell Marketing, L.P.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number:



Legal Status (check one):

☐ Individual

☐ Governmental

☐ Sole Proprietor

☐ Nonresident alien

☒ Partnership (Limited)

☐ Estate or trust

☐ Legal Services Corporation

☐ Pharmacy (Non-Corp.)

☐ Tax-exempt

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Corporation providing or billing

☐ Limited Liability Company

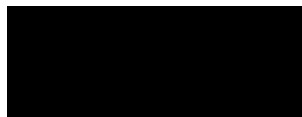
medical and/or health care services
☐ Corporation NOT providing or billing
medical and/or health care services

(select applicable tax classification)

☐ C = corporation

☐ P = partnership

Signature of Authorized Representative:



Date: May 20, 2020

W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Dell Marketing LP		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate		
4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. C/O Dell USA LP P.O. Box 802816		Requester's name and address (optional)
6 City, state, and ZIP code Chicago, IL 60680-2816		
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. Social security number 		
Sign Here Signature of U.S. person ▶ Date ▶ 1/8/2020		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.		

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

F - G. Certifications & Board of Elections

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 

Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 

Yes

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT

ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

N/A**G. Board of Elections (BOE)**

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

12741

Additional Information

STAFF ATTACHED FILE(S)

H. Iran Disclosure

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.



Additional Information

STAFF ATTACHED FILE(S)

I. Financial Disclosure & Conflicts of Interest

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Dennis Brabandt on 8/23/2019
  <u>Holdings Statement</u> (PDF)	
  <u>IPG Percentage of Ownership and Distributive Income Form(1).docx</u> (DOCX)	

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

Not applicable - No individuals disclosed in question 1

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

Not applicable - No individuals disclosed in question 1

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

Not applicable - No individuals disclosed in question 1

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

Not applicable - No individuals disclosed in question 1

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

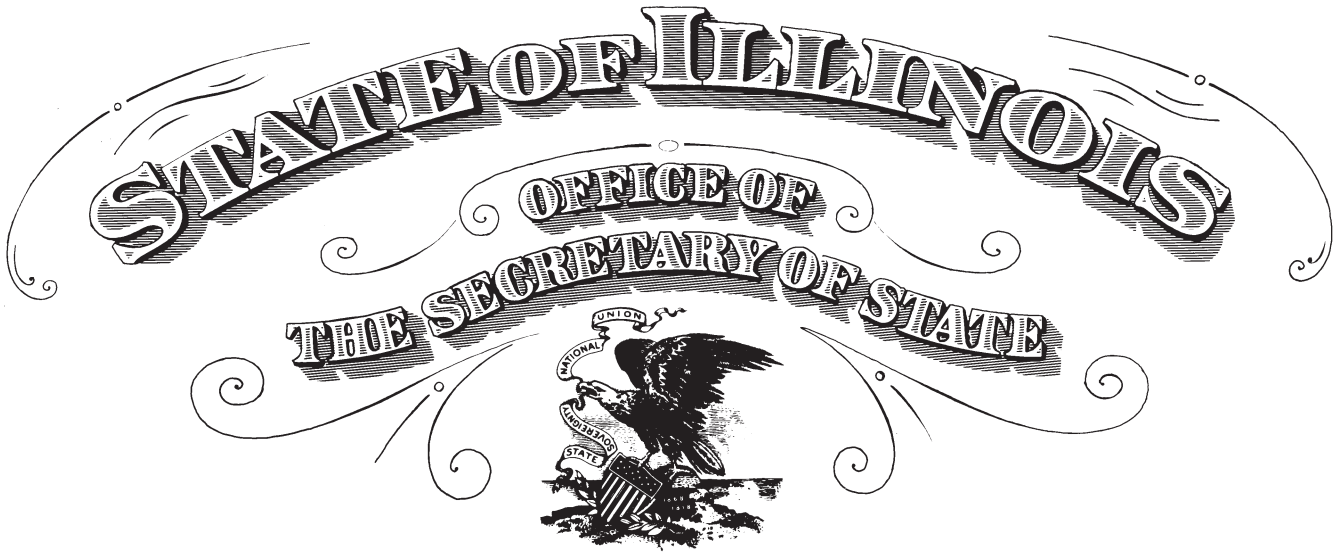
No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

DELL MARKETING L.P., A TEXAS LP/LLLP HAVING OBTAINED AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS ON FEBRUARY 24, 1992, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM LIMITED PARTNERSHIP ACT (2001) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LP/LLLP AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT WITH REGARD TO PAYMENT OF FEES, THE FILING OF ANNUAL REPORTS (IF APPLICABLE) AND NEITHER HAVING HAD ITS AUTHORITY REVOKED NOR HAVING FILED A NOTICE OF CANCELLATION.



*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 14TH
day of OCTOBER A.D. 2020 .*

Jesse White



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: January 10, 2022

SPONSOR: Public Works Department and Economic & Community Development Department

WARD IMPACTED: Ward 6, Ward 7

SUBJECT: Consideration and action to approve an Agreement with Gildner, Inc., for the FY 2022 CDBG West Bloomington Sidewalk Corridors Program (Bid #2022-05), in the amount of \$107,581.90, as requested by the Public Works Department and the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

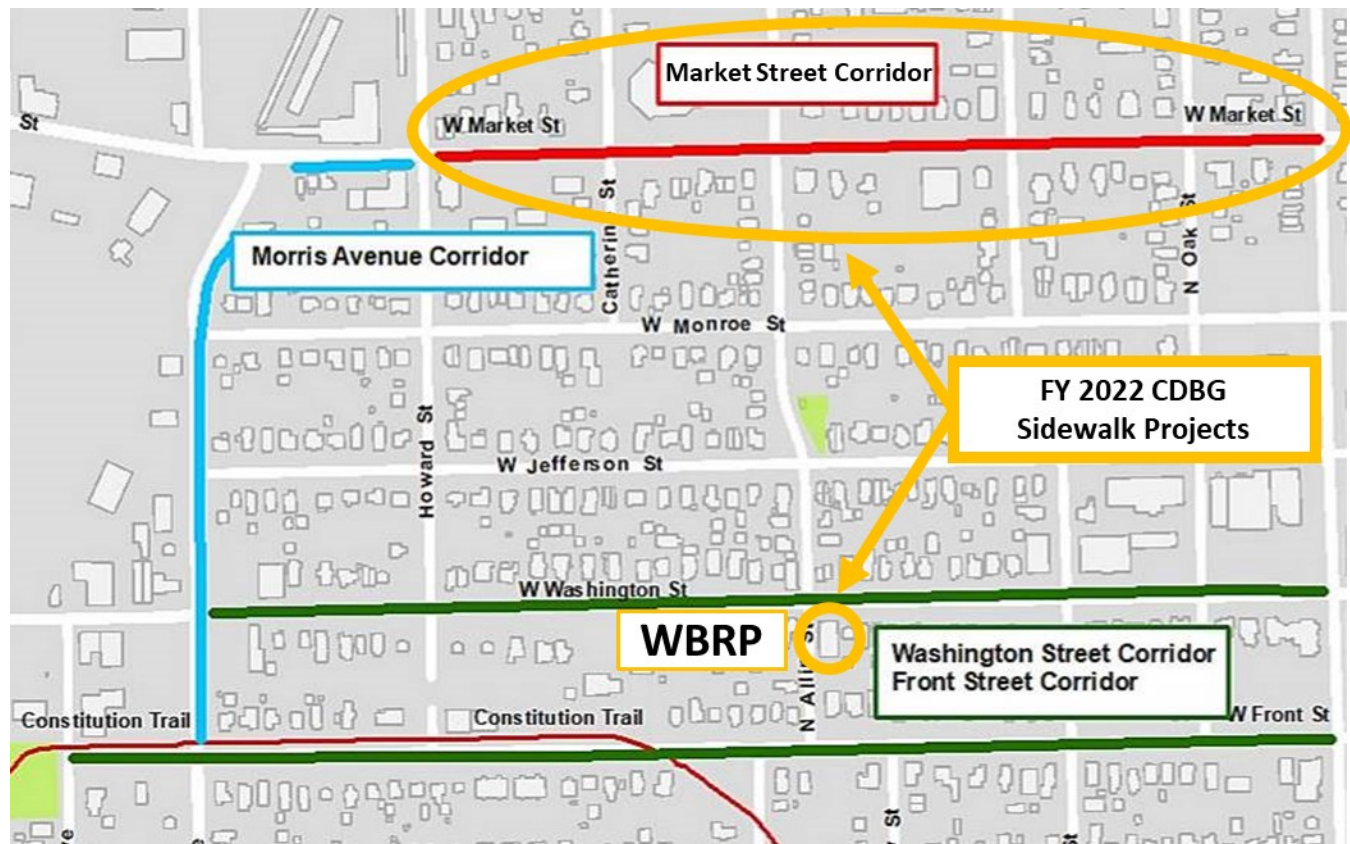
BACKGROUND: Public Works and the Economic and Community Development are recommending the approval of an Agreement with Gildner for the FY 2022 CDBG West Bloomington Sidewalk Corridors program, in the amount of \$107,581.90.

The Corridors initiative was developed in 2020 by Public Works, in coordination with Economic and Community Development. The objective of the initiative is to bring all sidewalk a condition of fair or better similar to the Sidewalk Master Plan along Market Street and Washington Street, from Lee Street to Morris Avenue; Front Street, from Lee Street to Western Avenue; and Morris Avenue, from Front Street to Market Street.

The Community Development Block Grant (CDBG) program identified sidewalks as among the areas of need in low-income and moderate-income locations. This area has a high concentration of low-income and moderate-income households. These households may depend on pedestrian transportation to access jobs, goods, services, and bus stops.



This is a multi-year program. The current grant marks the first year of CDBG funding for the project, and it targets the West Bloomington Revitalization Project at Washington Street and Allin Street as well as the West Market Street Corridor. Additional Public Works funding will be used this spring for sidewalks and street resurfacing along Morris Avenue.



With funding and timing guidance from Economic and Community Development, Public Works prepared the FY 2022 CDBG West Bloomington Sidewalk Corridors program proposal package and advertised the project for competitive bids. Bids for this contract were received until 10:30 AM Thursday, December 9, 2021, electronically via the City's e-Procurement Portal, OPENG.OV. Staff received four (4) bids and opened them at 10:30 AM Thursday, December 9, 2021, via a Virtual Bid Opening.

Gildner is the lowest responsible bidder among four bids opened on December 9, 2021. Gildner is a local firm. The bids are calculated by quantity prices and total quantities for sidewalk work envisioned. A full bid tabulation is included. The total bids are charted below:

Contractor	Bid Amount (Bid #2022-05)
Gildner, Inc.	\$107,581.90
JG Stewart Contractors, Inc	\$109,132.00
Rowe Construction	\$153,380.03
Stark Excavating, Inc.	\$192,006.00

Public Works did not receive any other complete bids.

Note: The work shown in the above table is paid from the City's Community Development Block Grant (CDBG) entitlement funding.

The substantial completion date for this project is in the bid documents as June 17, 2022.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: West Bloomington Revitalization Project (WBRP). The Request for Bids was advertised in *The Pantagraph* on November 18, 2021.

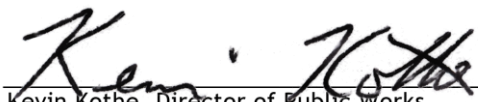
FINANCIAL IMPACT: If approved, the awarded amount of \$107,581.90 will be paid from the City's Community Development Block Grant (CDBG) entitlement funding out of the Community Development Capital Improvement-Sidewalk Construction account (22402440-72560-52000). Stakeholders can locate the Community Development Budget in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" beginning on page 17. A reallocation of funds in the current year Community Development budget was processed to allow for this project to move forward.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Steven Law, Civil Engineer II

Reviewed by:



Kevin Kothe, Director of Public Works

12/27/2021



Carla Murillo, Procurement Manager

1/2/2022



Chris Tomerlin, Budget Manager

1/3/2022



Jeffrey R. Jurgens, Corporation Counsel

1/4/2022



Tara Henry, Legislative Assistant & Records Manager

1/6/2022

Attachments:

- PW 7B Agreement_FY22 CDBG West Bloomington Sidewalk Corridors Program 01102022
- PW 7C Bid Tab_FY22 CDBG West Bloomington Sidewalk Corridors Program 01102022

AGREEMENT

THIS AGREEMENT, Made and entered into this **10th Day of January, 2022**, by and between, **Gildner, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **November 18, 2021**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2022 CDBG WEST BLOOMINGTON SIDEWALK CORRIDORS PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **December 9, 2021** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2022 CDBG WEST BLOOMINGTON SIDEWALK CORRIDORS PROGRAM** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2022 CDBG WEST BLOOMINGTON SIDEWALKS CORRIDORS PROGRAM** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$107,581.90** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within by **June 17, 2022**.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to

faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its City Manager, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

[Redacted Signature]

Stephen D. Gildner
VP
George Gildner Inc.

FY 2022 CDBG West Bloomington Sidewalk Corridors
PROJECT NO. 50-13-53002-22-02
Bid No. 2022-05

BID TABULATION

PREPARED BY : S. ARNEY & S. LAW
DATE : 12/14/2021

(For complete information covering these items, see plans and specifications)

				Engineer Opinion of Cost		George Gildner Inc		J.G. Stewart		Rowe Construction		Stark Excavating		
LINE ITEM		DESCRIPTION		UNITS	TOTAL QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH		SQ FT	4,818	\$7.45	\$35,894.10	\$7.70	\$37,098.60	\$7.81	\$37,628.58	\$10.31	\$49,673.58	\$12.00	\$57,816.00
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH		SQ FT	2,036	\$8.02	\$16,328.72	\$8.50	\$17,306.00	\$9.17	\$18,670.12	\$11.90	\$24,228.40	\$14.00	\$28,504.00
42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH		SQ FT	112	\$9.06	\$1,014.72	\$9.15	\$1,024.80	\$9.38	\$1,050.56	\$12.71	\$1,423.52	\$16.00	\$1,792.00
44000600	SIDEWALK REMOVAL		SQ FT	7,324	\$2.48	\$18,163.52	\$2.50	\$18,310.00	\$2.04	\$14,940.96	\$3.54	\$25,926.96	\$5.00	\$36,620.00
60260100	INLETS TO BE ADJUSTED		EA	1	\$434.70	\$434.70	\$300.00	\$300.00	\$400.00	\$400.00	\$720.40	\$720.40	\$500.00	\$500.00
X4400500	COMBINATION CURB AND GUTTER REMOVAL (SPECIAL)		LF	147	\$8.28	\$1,217.16	\$10.00	\$1,470.00	\$8.40	\$1,234.80	\$11.26	\$1,655.22	\$15.00	\$2,205.00
BLM00001	EARTH EXCAVATION, SPECIAL		SQ FT	99	\$3.78	\$374.22	\$1.00	\$99.00	\$1.90	\$188.10	\$4.58	\$453.42	\$4.00	\$396.00
BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)		SQ FT	10	\$5.23	\$52.30	\$4.00	\$40.00	\$5.30	\$53.00	\$43.85	\$438.50	\$30.00	\$300.00
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)		SQ FT	48	\$3.16	\$151.68	\$2.00	\$96.00	\$2.25	\$108.00	\$26.36	\$1,265.28	\$15.00	\$720.00
BLM00006	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8"		SQ FT	365	\$9.16	\$3,343.40	\$9.50	\$3,467.50	\$9.61	\$3,507.65	\$14.54	\$5,307.10	\$18.00	\$6,570.00
BLM00007	PORTLAND CEMENT CONCRETE RAMPS		SQ FT	213	\$15.16	\$3,229.08	\$18.00	\$3,834.00	\$15.91	\$3,388.83	\$7.92	\$1,686.96	\$18.00	\$3,834.00
BLM00009	DETECTABLE WARNINGS, CAST IN PLACE		SQ FT	12	\$25.62	\$307.44	\$25.00	\$300.00	\$26.53	\$318.36	\$41.24	\$494.88	\$28.00	\$336.00
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL		IN-FT	14	\$33.12	\$463.68	\$28.00	\$392.00	\$33.50	\$469.00	\$35.63	\$498.82	\$50.00	\$700.00
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL		SQ FT	60	\$1.35	\$81.00	\$1.50	\$90.00	\$1.63	\$97.80	\$9.70	\$582.00	\$3.00	\$180.00
BLM00018	COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)		LF	147	\$44.51	\$6,542.97	\$45.00	\$6,615.00	\$46.00	\$6,762.00	\$66.18	\$9,728.46	\$65.00	\$9,555.00
BLM00019	BARRIER YARD CURB, SPECIAL		LF	42	\$52.27	\$2,195.34	\$42.00	\$1,764.00	\$53.00	\$2,226.00	\$91.70	\$3,851.40	\$75.00	\$3,150.00
BLM00021	PLANTER RETAINING WALL (SPECIAL)		LF	91	\$51.75	\$4,709.25	\$65.00	\$5,915.00	\$70.00	\$6,370.00	\$107.40	\$9,773.40	\$108.00	\$9,828.00
BLM00022	TRAFFIC CONTROL AND PROTECTION, MAJOR STREET		EA	4	\$1,138.50	\$4,554.00	\$1,000.00	\$4,000.00	\$1,189.73	\$4,758.92	\$1,847.56	\$7,390.24	\$3,000.00	\$12,000.00
BLM00023	AGGREGATE FOR TEMPORARY ACCESS		TON	22	\$80.00	\$1,760.00	\$17.50	\$385.00	\$56.15	\$1,235.30	\$46.62	\$1,025.64	\$100.00	\$2,200.00
BLM00097	DECORATIVE RAILING		LF	6	\$400.00	\$2,400.00	\$200.00	\$1,200.00	\$560.00	\$3,360.00	\$787.50	\$4,725.00	\$800.00	\$4,800.00
BLM00098	SIDEWALK ENTRANCE INTO WBRP		EA	1	\$5,000.00	\$5,000.00	\$3,875.00	\$3,875.00	\$2,364.02	\$2,364.02	\$2,530.85	\$2,530.85	\$10,000.00	\$10,000.00
TOTAL						\$108,217.28	TOTAL	\$107,581.90	TOTAL	\$109,132.00	TOTAL	\$153,380.03	TOTAL	\$192,006.00



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: January 10, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Intergovernmental Agreement between the City of Bloomington and Bloomington Public Schools, District 87, so that they can purchase rock salt from the City during winter 2021-2022, in the amount of \$66.97 per ton for the existing supply left over from the 2020-2021 season, and in the amount of \$69.95 per ton once the existing supply is exhausted, not to exceed 250 tons, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Intergovernmental 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: Public Works is recommending the approval of an Intergovernmental Agreement between the City of Bloomington and Bloomington Public Schools, District 87, so that they can purchase rock salt from the City during winter 2021-2022, in the amount of \$66.97 per ton for the existing supply left over from the 2020-2021 season, and in the amount of \$69.95 per ton once the existing supply is exhausted, not to exceed 250 tons.

For the winter season 2020-2021, the City purchased bulk rock salt for its snow operations from the City's contracted supplier at a price of \$61.97 per ton. The City charges the District the raw material cost plus a storage, handling, and loading fee of \$5 per ton, which brings the total to \$66.67 per ton. The City will continue to use the salt left over from the 2020-2021 contract until that supply is exhausted.

Once the remaining salt supply from last winter is exhausted, the City will charge the District at the new contract price of \$69.95 per ton, which includes the \$64.95 per ton raw material cost and the storage, handling, and loading fee of \$5 per ton.

In an effort to assist the District with their snow operations, staff has negotiated the referenced agreement. The amount of salt purchased by the District should not affect snow operations for the City.

In winter 2019-2020, the District purchased 75 tons of rock salt for a total cost of \$8,000. In winter 2020-2021, the District purchased 102.5 tons of rock salt for a total cost of \$10,933.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington Public Schools, District 87.

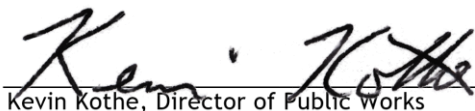
FINANCIAL IMPACT: From the existing supply of salt, the City will charge District 87 \$66.97 per ton, which is comprised of the raw material cost of \$61.97 per ton and overhead costs (storage, hauling, and loading) of \$5.00 per ton. Once the existing supply is exhausted, the City will charge \$69.95 per ton and overhead costs (storage, hauling, and loading) of \$5.00 per ton. The max amount the district may purchase will be 250 tons. Proceeds will be applied to Snow & Ice Removal-Other Miscellaneous Revenue account (10016124-57990). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 308.

COMMUNITY DEVELOPMENT IMPACT: Goal EDU-1. Increased coordination between the City and the school districts to maintain high quality educational opportunities equitably for all students within the City, Objective EDU-1.2. The City will partner with District 87 to revitalize the established neighborhoods in the core of the City.

Respectfully submitted for Council consideration.

Prepared by: Greg Koch, Operations Manager

Reviewed by:



Kevin Kothe, Director of Public Works

12/27/2021



Carla Murillo, Procurement Manager

12/27/2021



Chris Tomerlin, Budget Manager

12/27/2021



Jeffrey R. Jurgens, Corporation Counsel

1/4/2022



Tara Henry, Legislative Assistant & Records Manager

1/5/2022

Attachments:

- PW 8B Agreement FY22 Rock Salt IGA 01102022

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND
BLOOMINGTON PUBLIC SCHOOLS, DISTRICT 87**

In order to better conserve taxpayer dollars, the City of Bloomington (hereafter "City") and Bloomington Public Schools, District 87 (hereafter "District 87") hereby enter into the following agreement regarding road salt from the date of its execution through April 30, 2022.

SECTION 1. The City stores and loads the salt from its 502 South East Street salt storage facility. District 87 will provide the transportation from this salt storage facility.

SECTION 2. The City of Bloomington would prefer, but does not require, that the total salt distribution be taken by District 87 at one time. Loading of the salt will need to be arranged by District 87 with the City a minimum of 48 hours prior to the date of request. The City reserves the right to deny the timeline of pickup given based upon daily operations of the City.

SECTION 3. The salt used from the City's 2020-2021 supply will be paid for by District 87 at a cost of \$66.97 per ton (this cost includes the raw material cost of \$61.97 per ton plus a storage, handling and loading fee of \$5 per ton).

The salt used from the City's 2021-2022 contract supply, will be paid for by District 87 at a cost of \$69.95 per ton (this cost includes the raw material cost of \$64.95 per ton plus a storage, handling and loading fee of \$5 per ton).

SECTION 4. The amount of salt provided to District 87 shall not exceed 250 tons prior to April 30, 2022.

SECTION 5. This agreement shall be effective as of the date it is passed by the final party to do so.

PASSED this 8th day of December ~~Month~~ 2021.

APPROVED this 8th day of December ~~Month~~ 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Yocum, City Clerk

BLOOMINGTON PUBLIC SCHOOL, DISTRICT 87

Mark Wylie, Board President

Dated

12-8-21



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: January 10, 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.

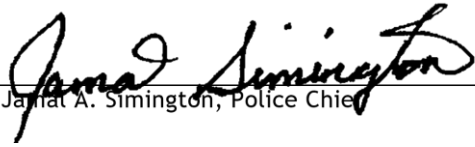
FINANCIAL IMPACT: If approved, the initial expenditure of \$31,500 for year 1 (January 2021 - January 2022) will be funded from the FY 2022 Budget under the Police-Repair/maintenance Office & Computer Equipment account (10015110-70530). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget 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:



Jamal 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

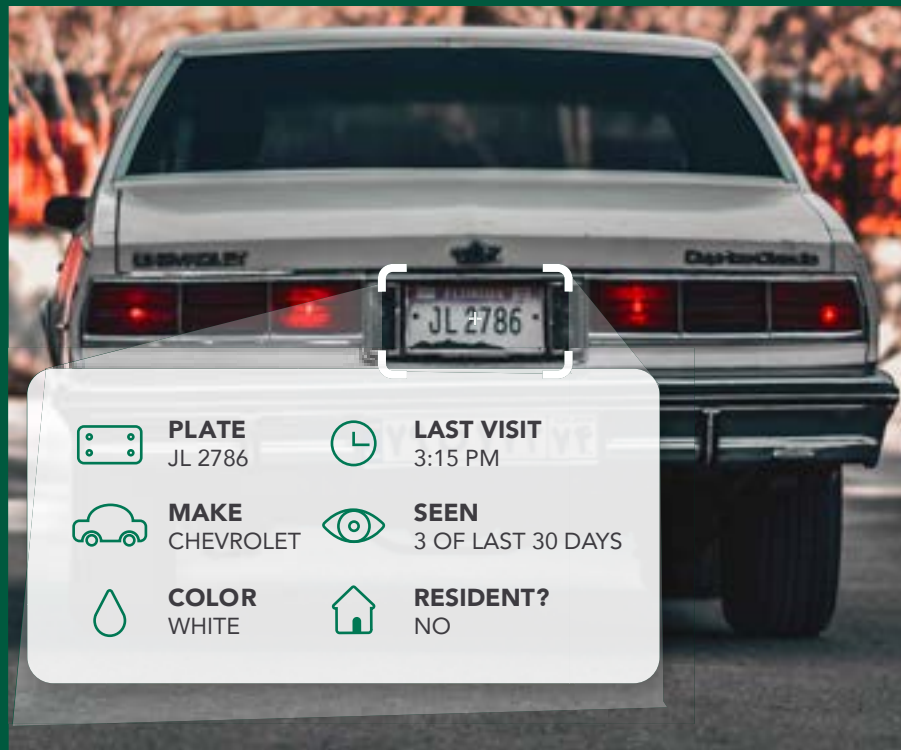
Attachments:

- POL 1B Quote_Flock Safety (10 Cameras)
- POL 1C Flock Safety Sole Source Letter
- POL 1D Flock/BPD - Law Enforcement Agreement FINAL
- POL 1E Flock Safety LSJF

flock safety

flocksafety.com
866.831.5326

Your partner in eliminating crime



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.



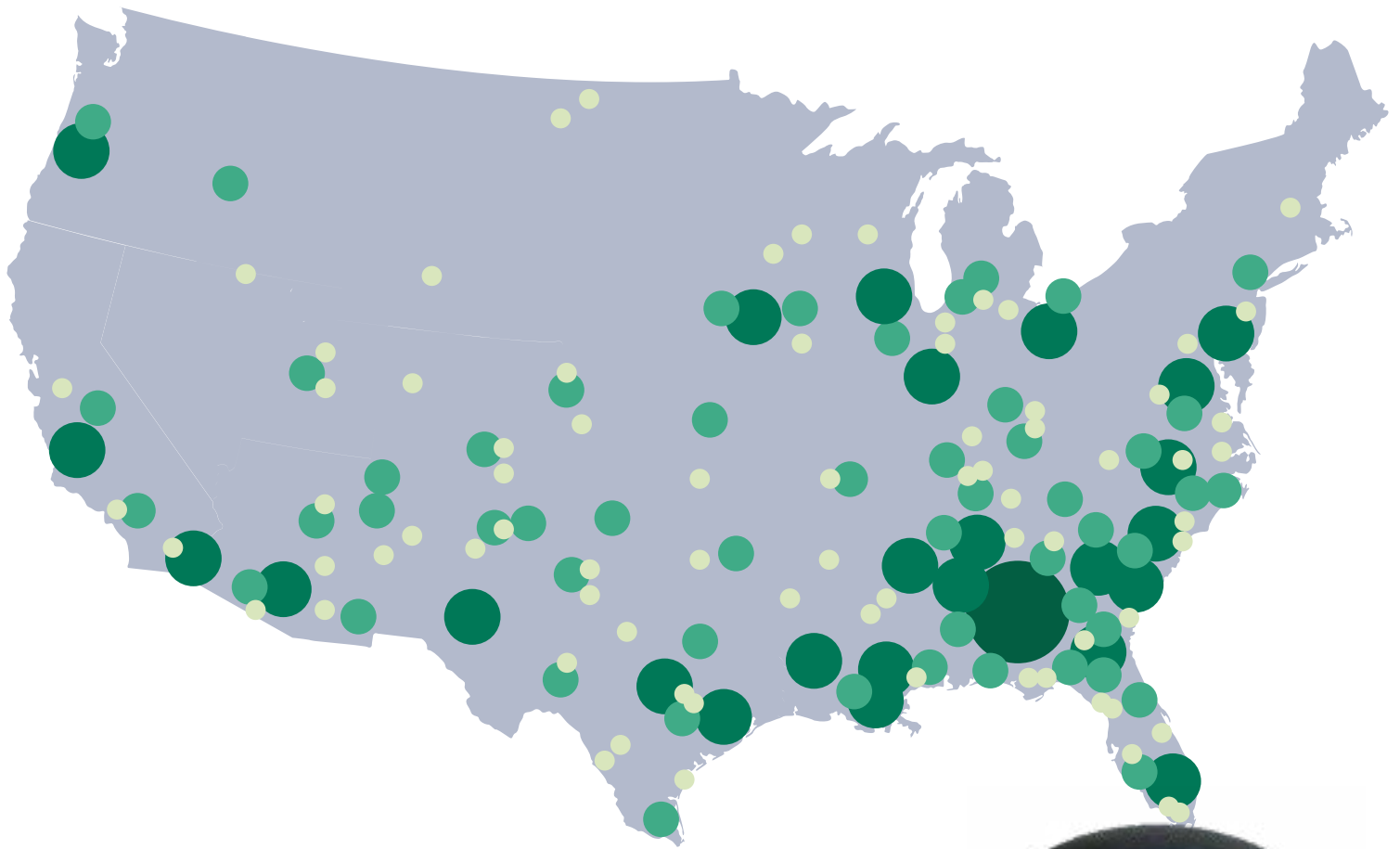
SIMPLE & AFFORDABLE

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



600+

Police
departments

1000+

US cities

120

Stolen vehicle
reads/hr



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%.

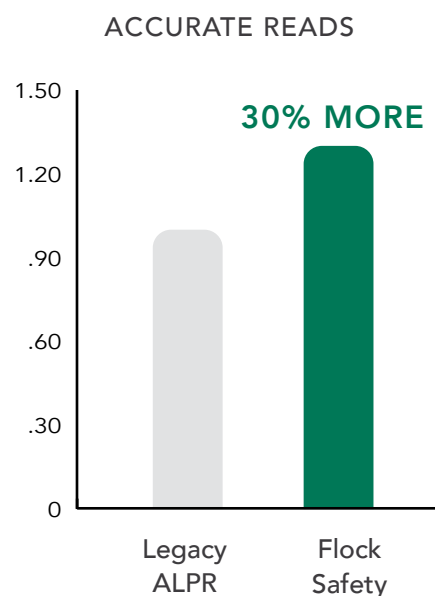
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at stuart.vanhoozer@

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

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

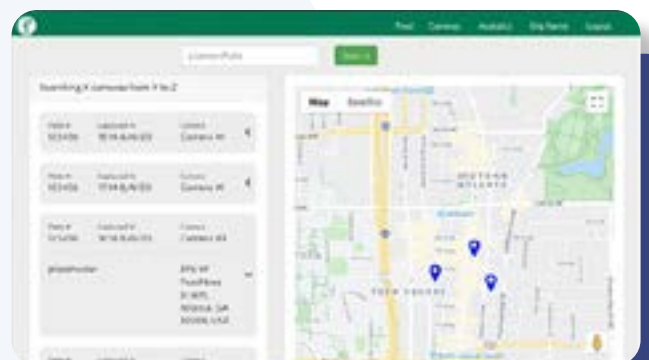
Give city council an ROI report

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

Lookup

Search plates across your jurisdiction

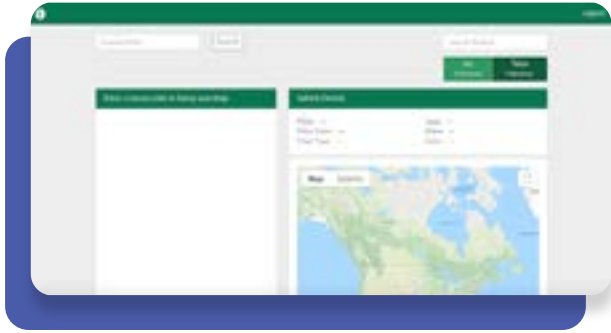
- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network



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

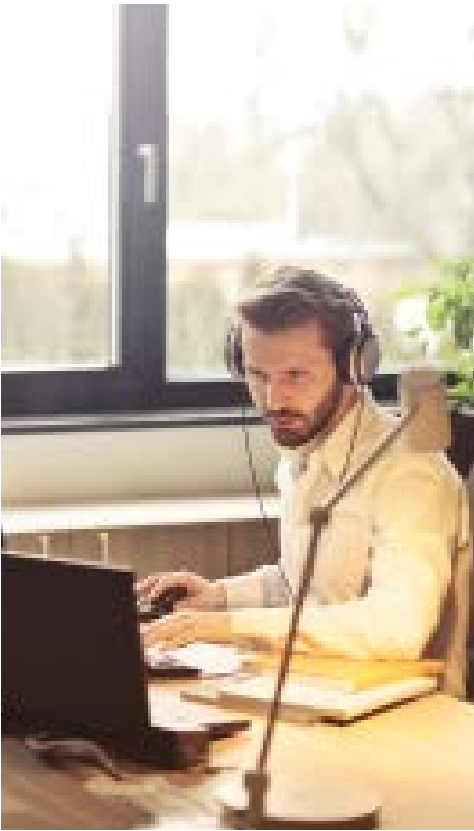
Up to 2 lanes of traffic per camera

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

Total \$30,000.00

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

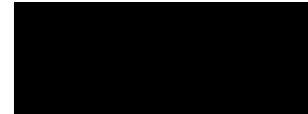
Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

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

- 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**”).

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

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
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
Implementation Fee	\$250.00	7.00	\$1,750.00
Implementation Fee (State DOT)	\$750.00	3.00	\$2,250.00

(Includes one-time fees)

Year 1 Total \$31,500.00

Recurring Total: \$27,500.00

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: _____

Name: _____

Title: _____

Title: _____

Date: _____

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. 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 30th 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 30th 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 30th 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.



CUSTOMER IMPLEMENTATION GUIDE

LAW ENFORCEMENT

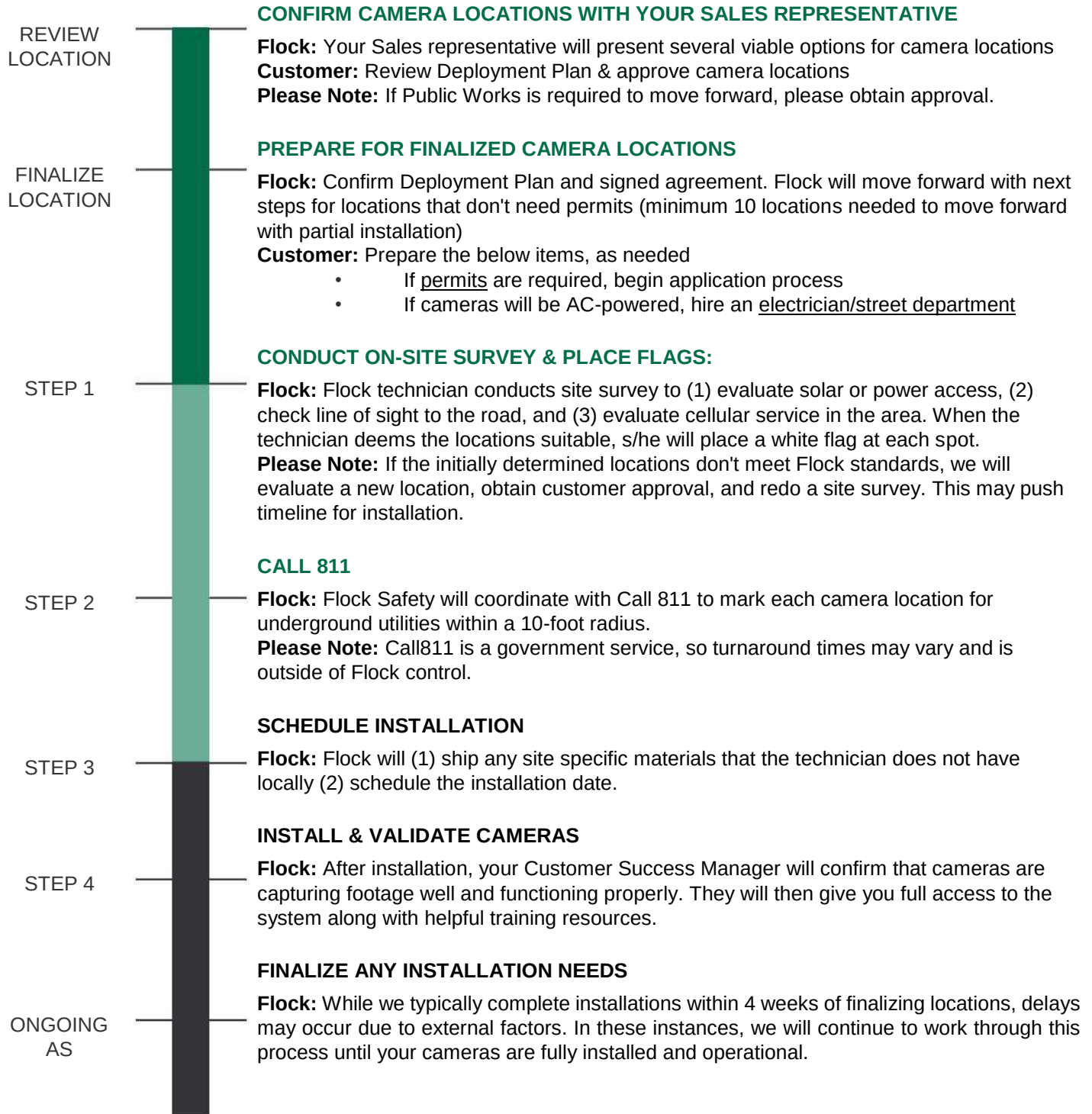
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IMPLEMENTATION TIMELINE

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

FLOCK TEAM	HOW WILL THEY SUPPORT YOU
 Customer Success Manager	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. They will be your guide through the installation process. After install, they will help you understand how best to leverage the Flock Safety tool to solve crime. You should reach out to them when you want to discuss: • Training • Benefits of features • Best practices for getting relevant data • Opportunities to expand the security network in your area • Feedback on your partnership with Flock
 Flock Safety Support	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account
 Product Implementation Specialist	Your Product Implementation Specialist is your technical product expert. 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. Your specialist will work with you to: • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

IMPLEMENTATION TEAM

 Field Operations Team	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 your product. They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location. *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not to the technician.
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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/Street Department	If your Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on use of public Right of Ways or property
Department of Transportation (DOT), City, or County Agencies	If installation in your area requires permitting

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, or traffic signal poles, or 12 foot Flock poles. ****NOTE**** Permitting (or permission from pole owner) may be required in order 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 sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by 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. The agency or community must work with an electrician to wire the cameras once installed. Electrician services should be completed within 2 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
- Any Flock equipment mounted over 14 feet or on a horizontal beam will require a bucket truck. If mounting in this way:
 - Flock will request use of a bucket truck through the customer or Public Works
 - If a bucket truck is not available through the customer, Flock will have to procure one.

****Note**** This will lead to delays on install & any subsequent maintenance visits based on bucket truck availability

- Flock will likely require traffic control assistance provided by customer to install or provide maintenance with a bucket truck

THINGS TO CONSIDER WHEN

Solar Panels

- Solar panels need unobstructed southern-facing views

CUSTOMER RESPONSIBILITIES:

AC-POWERED CAMS

In the event your 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.

flock safety™ | www.flocksafety.com | 866-901-1781

Visit flocksafety.com/power-install for the full plan, FAQs & to get started!

ELECTRICIAN HANDOUT

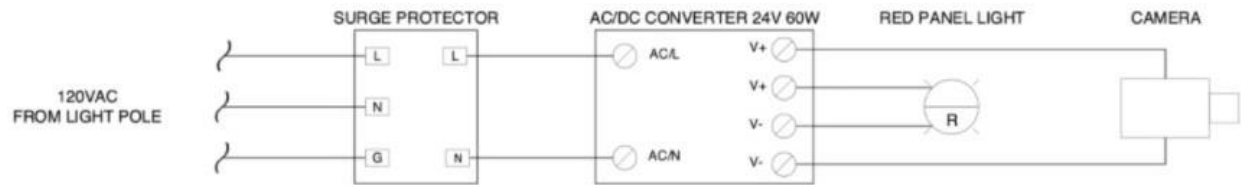
Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit
2. Open the box using hinges
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. 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



ELECTRICIAN HANDOUT



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. Average power draw is roughly 30W in high traffic conditions, but may be lower when less 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 the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. 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.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify 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 not possible. The primary driver of cost is the distance from AC power source to the intended camera location.

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 existing power infrastructure before creating the deployment plan.

Can you plug 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. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

How long does this process typically take?

The installation process typically takes 6-8 weeks. In order 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 be able to 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

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

WHAT IS COVERED BY FLOCK	WHAT IS <i>NOT</i> COVERED BY FLOCK	SPECIAL NOTE
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical cost	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>exc. 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 Fees Sheet 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>

*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.
- Is your agency able to own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in 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 company, 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: If height is greater than 15 feet tall, a bucket truck is required.

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?
- If solar powered, consider the size of the solar panel and potential to impact



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 a full 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 required (cones, arrowboard)
 - 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. California), 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 prior to 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 will need to interface directly with the departments, please share



the contact information of the following departments:

- Permitting
- Public Works
- Traffic Department

FEE SCHEDULING

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

*Below fee schedule is subject to change;

REINSTALL OR JOB TYPE	REINSTALL FEE
Camera or pole relocation	\$150
Camera replacement as result of vandalism, theft, or third party damage	\$500
Pole replacement as a result of vandalism, theft, or third party damage	\$150
Pole upgrade	\$300
Angle Adjustment - Customer request	\$125
Installation of additional Flock Safety sign (including cost of sign)	\$100
Convert camera to use of electrical outlet (excluding cost of electrical work)	\$150
Other site visit/technician visit that does not result in a reinstall being required	\$150

HELP CENTER

Our Help Center is filled with tons of 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 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.

They can help answer any “How-To” questions you may have.





(866) 901-1781 | 1170 Howell Mill Rd NW, Unit 210, Atlanta, GA 30318 |

flocksafety.com

flock safety

LIMITED SOURCE JUSTIFICATION

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

SECTION A - LIMITED SOURCE PURCHASE:

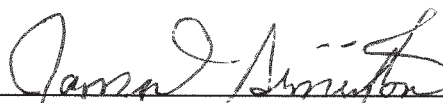
Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility,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

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

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



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: January 10, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Donohue & Associates, Inc., for Fort Jesse Tank Rehabilitation construction, observation, and contract administration, in the amount not to exceed \$186,800, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a Contract with Donohue & Associates, for the Fort Jesse Tanks Rehabilitation construction, observation, and contract administration, in the amount not to exceed \$186,800.

The Fort Jesse Pump station is located at 1513 Fort Jesse Road, Normal, Illinois. At this site there are two ground storage tanks that hold 2,000,000 gallons each. The West tank was constructed in 1991 and the East tank in 1973. These tanks are used for storage of treated water before being distributed throughout the City's distribution system. On average, tank coatings have a life expectancy of 15 to 20 years, which both tanks have surpassed.

In April 2020, there was an electrical event that caused damage to the Supervisor Control and Data Acquisition (SCADA) system that monitors and manages operation of the pump station, including tank levels. This damage caused the tank level value in SCADA to freeze, causing the pressurization and overflow of both tanks. This event ultimately damaged the roof on both tanks and some structural support inside both tanks.

As the engineer of record, Donohue & Associates will consult the City and act as the City's representative during all phases of this construction project. This will include conducting pre-construction meetings, site visits to observe progress and quality of work, determining if the construction contractor's work is proceeding in accordance with the contract documents, reviewing pay orders, and keeping the City informed of all imminent safety concerns, dangerous situations, or safety threats.

On March 22, 2021, City Manager Tim Gleason approved a Professional Services Contract with Donohue & Associates for the Fort Jesse Tank Rehabilitation Design through the City's procurement process.

Through Request for Qualifications (RFQ) 2019-34 (Resolution 2019-18), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2019-34 established eight categories of services and identified qualified vendors to provide services in each category. City staff reviewed the eight engineering firms under the Potable Water category, which is the key design service of the project as described above, and determined Donohue & Associates to be the most qualified firm to do the work as best meets the City's needs. Based on Donohue & Associates' selection under RFQ 2019-34 and their experience in potable water work, Donohue & Associates was asked to submit a proposal for scope and fees associated with the Fort Jesse Tank Rehabilitation observation and contract administration. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

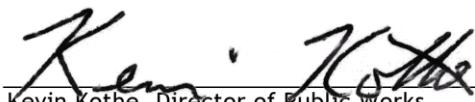
FINANCIAL IMPACT: If approved, \$186,800 will be utilized for construction observation paid out of the Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). Although the project observation was not included in the FY 2022 Budget, due to the construction coming in \$2,140,700 under budget, Public Works would like to utilize the budget savings to allow for this important observation of the project. Stakeholders can locate the construction portion of the project in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 133, 214, 261, 277 and 278.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents, Objective UEW-1.6. Continue to participate in regional efforts to establish a sustainable and responsible water supply.

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:



Kevin Kothe, Director of Public Works

12/27/2021



Misty Shafer, Procurement Specialist

1/4/2022



Chris Tomerlin, Budget Manager

1/5/2022



Jeffrey R. Jurgens, Corporation Counsel

1/5/2022



Tara Henry, Legislative Assistant & Records Manager

1/6/2022

Attachments:

- PW 2B Contract_Fort Jesse Tank Rehabilitation, Construction, Observation 01202022

CITY OF BLOOMINGTON CONTRACT WITH
Donohue & Associates, Inc.
FOR PROFESSIONAL SERVICES FOR
Multi Year Professional Architectural & Engineering Services

2022

THIS AGREEMENT, dated this _____ day of _____, 2021 is between the City of Bloomington (hereinafter "CITY") and Donohue & Associates, Inc. (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 \$ _____ 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. Insert (A) below reasonable

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.

Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY'S sole risk and CONTRACTOR assumes no responsibility for the alteration or reuse of those documents.

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.

to the proportionate extent caused by

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.

(A) For purposes of this Agreement, a party "prevails" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

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 be provided within this Contract are completed.
- ☐ From one (1) year from the date of execution.
- ☐ From two (2) 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

Donohue & Associates, Inc.

By: _____
Its PRESIDENT

ATTEST:

By: _____
City Clerk

By: _____
Its Vice President



EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City (Owner) is retaining Donohue & Associates, Inc. to provide Construction-Related Services for the Ft Jesse Tank Rehabilitation project which consist of replacement of the roof portions of the Ft Jesse ground storage tanks.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Construction Related Engineering Services

Upon successful completion of the Bidding Phase, and upon award of the Ft Jesse Tank Rehabilitation improvements construction contract by the Owner, Donohue shall provide the following construction phase contract administration and observation services for the Project:

- 1.1 *General Administration of Construction Contracts.* Consult with Owner and act as Owner's representative as provided in the General Conditions of the Contract Documents as included in the Project Manual. Included in this effort is receipt and incorporation of constructability revisions to the documents, as directed from time to time, by the City.
- 1.2 *Pre-Construction Conference and Progress Meetings.* Conduct one Pre-Construction Conference prior to commencement of the Work at the Project site and prepare and distribute minutes. Donohue's project manager shall also attend a total of six (6) Construction Pay/Progress Meetings over the course of the 24-month construction duration from Notice-To-Proceed to Substantial Completion. It is understood that, as per the Construction Contract, the Construction Contractor shall conduct the progress meetings and prepare the agenda for the meetings. Donohue is to prepare and distribute minutes for Pre-Construction Conference, and Construction Contractor is to prepare and distribute all progress meeting minutes. Owner will review said minutes for accuracy.
- 1.3 *Visits to Site and Observation of Construction.* Perform the following services in connection with observations of the Construction Contractor's work-in-progress:
 - 1.3.1 Donohue will provide to the project a Resident Project Representative (RPR) who will make visits to the Project Site at intervals and frequencies as described herein, as appropriate for the various stages of construction in order to observe the progress and quality of the Work. Such visits and observations by Donohue are not intended to be exhaustive or to extend to every aspect of a Construction Contractor's work-in-progress or to involve detailed inspections of a Construction Contractor's work-in-progress

beyond the responsibilities specifically assigned to Donohue in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Donohue's exercise of professional judgment.

Based on information obtained during such visits and observations, Donohue will determine in general if the Construction Contractor's work is proceeding in accordance with the Contract Documents, and Donohue shall keep the Owner informed of the progress of the construction work. The Contract Document requires that the Construction Contractor be responsible for staking and layout of the work to be constructed. Therefore, it is agreed that Donohue's observation services specified herein do not include staking or layout of the work to be constructed. However, Donohue will provide to the Construction Contractor the coordinate points, benchmarks and control points used to design the Work, which is so stated in the Project Manual

- 1.3.2 Under the fee prescribed for in this Agreement, Donohue's RPR will provide a limited level of construction observation efforts. To this end, Donohue will provide up to **500 hours of observation work**, including travel time and vehicle expense to and from the site within the overall 24-month Construction Contract duration.
- 1.3.3 The purpose of Donohue's visits to the Site will be to enable Donohue to provide the Owner a greater degree of confidence that the completed work is in general conformance with the Contract Documents and that the integrity of the design concept of the completed Project, as functioning as a whole system. Donohue's RPR will not have authority over or responsibility for supervising the Construction Contractor's workers or the Owner's staff. Donohue's RPR will not, during such visits or as result of such observations of the work supervise, direct, or have control over any Construction Contractor's work, nor shall Donohue have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by any Construction Contractor, for safety precautions and programs incident to the Construction Contractor's work or for any failure of any Construction Contractor to comply with laws and regulations applicable to Construction Contractor's furnishing and performing the work. However, Donohue will quickly report its observations to the Owner when it observes a situation at the construction site that is an obvious and apparent imminent safety concern, a dangerous situation, or a safety threat. Donohue does not guarantee the performance of any Construction Contractor nor assume the responsibility for any Construction Contractor's failure.
- 1.4 *Defective Work.* Donohue will recommend to Owner whether a Construction Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Donohue believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 1.5 *Clarifications and Interpretations and Field Orders.* Donohue will issue within a reasonable time period, upon Construction Contractor's written Request for Information (RFI) for the Construction Contract, the necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of each Construction Contractor's work. Such clarifications and interpretations will be consistent with the intent of and interpretations reasonably inferable from the Contract Documents. Donohue may also issue Field Orders authorizing minor variations from the requirements of the Contract Documents, which the Owner and Construction Contractor agree do not affect contract time of completion or the value of work. Donohue will respond to RFI's and Field Orders to the Owner's project manager at the same time that said documents are issued to the Construction Contractor. It is assumed there will be no more than 30 RFI's.
- 1.6 *Change Orders and Work Change Directives.* For the Construction Contract, Donohue will recommend Change Orders and Work Change Directives to the Owner, as appropriate, and prepare Change Orders and Work Change Directives as required. Donohue will prepare support documentation related to said Change Orders and Work Change Directives and furnish change order documents to the Owner in advance of its regular month meetings.
- 1.7 *Shop Drawings and Samples.* Donohue will complete a technical review of shop drawings, product literature, and other submittals for the project's structural systems, electrical, process equipment, SCADA system components, piping systems, and other required items to determine general conformance to the design intent of the project's plans and specifications. It is assumed there will be no more than 40 shop drawings.
- 1.8 *Substitutes and "or-equal."* Donohue will evaluate Construction Contractor's substitution requests for determination of acceptability. Donohue will forward its evaluation of acceptability to Owner for action and Donohue will forward Owner's determination of acceptability to the Construction Contractor.
- 1.9 *Applications for Payment.* Donohue will review the Construction Contractor's application for Payment and accompanying supporting documentation. Such recommendations of payment will be in writing and will constitute Donohue's representation to Owner that, to the best of Donohue's knowledge, information and belief that the Construction Contractor's work has progressed to the point indicated and the quality of such work is generally in accordance with the Contract Documents.
- 1.10 *Startup Services.* Provide start-up assistance to Owner, for initial start-up of the Ft Jesse Tank Rehabilitation improvements. Start-Up assistance is limited to 56 hours including trips to the site.
- 1.11 *Substantial Completion.* Promptly after notice from Construction Contractor that he or she considers the entire work ready for its intended use, in company with the Owner and Construction Contractor, Donohue shall conduct a visit to the site to determine if the work is Substantially Complete. If after considering any objections of the Owner, Donohue considers the work to be Substantially Complete; Donohue shall deliver a Certificate of Substantial Completion to the Owner and the respective Construction Contractor.

1.12 *Record Documents.* Receive and review annotated "red-lined" record documents for the City's Construction Contract. These annotated record documents are to be assembled by the Construction Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from the Construction Contractor. Donohue will forward to the Owner the completed Record Drawing deliverables in the form of AutoCAD files and three 11" x 17" size printed-paper sets. Donohue takes no responsibility for the quality, thoroughness, and accuracy of the "red-lined" record documents provided by the Construction Contractor.

C. PROJECT TIMING

Donohue shall be authorized to commence the services as set forth herein upon execution of this Agreement. Construction related services will be rendered as dictated by the construction activities as they progress based upon twenty-four (24) months of construction duration, which is from Notice To Proceed to Substantial Completion.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

PART III COMPENSATION, BILLING AND PAYMENT

A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these basic Services will not exceed \$186,800 without prior written approval from Owner.

- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

Exhibit B Payment Terms

**Ft Jesse Tank Repair - Construction Phase Services
City of Bloomington, Illinois
2021 Fee Estimate Summary
Donohue & Associates**

IDOT OH Rate 1.4794 14.500%

Task Description	PM	Elect	Process	Struct	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
	ENG VIII	ENG VI	ENG III	ENG V								
	\$ 85.10	\$ 64.90	\$ 51.06	\$ 57.69								
Construction Phase Services												\$ 186,767
301 Construction Administration	32		80	80	192	\$ 11,423	\$ 1,261		\$ 16,899.48	\$ 4,290	\$ 33,873	
302 RFI's	8	16	24	36	84	\$ 5,021			\$ 7,428.78	\$ 1,805	\$ 14,256	
303 Shop Drawings	8	52	52	68	180	\$ 10,634			\$ 15,731.41	\$ 3,823	\$ 30,188	
304 Construction Observation	24	24	380	72	500	\$ 27,156	\$ 3,341		\$ 40,175.30	\$ 10,248	\$ 80,920	
305 Startup Assistance	6	12	14	24	56	\$ 3,389			\$ 5,013.39	\$ 1,218	\$ 9,621	
306 Record Drawings	4	10	24	22	60	\$ 3,484			\$ 5,154.26	\$ 1,253	\$ 9,891	
307 Change Order Preparation	8	8	16	14	46	\$ 2,825			\$ 4,178.74	\$ 1,015	\$ 8,019	
Total	90	122	590	316	1,118	\$ 63,932	\$ 4,602	\$ -	\$ 94,581	\$ 23,652	\$ 186,767	\$ 186,767
Total Direct Labor Dollars by Staff	\$ 7,659	\$ 7,918	\$ 30,125	\$ 18,230							TOTAL	\$ 186,800



CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: January 10, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Shive-Hattery, Inc., for the Lake Parks Maintenance Building Design, in the amount not to exceed \$70,500, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract 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 2b. Quality water for the long term
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of a Contract with Shive-Hattery, Inc. for the Lake Parks Maintenance Building Design, in the amount not to exceed \$70,500.

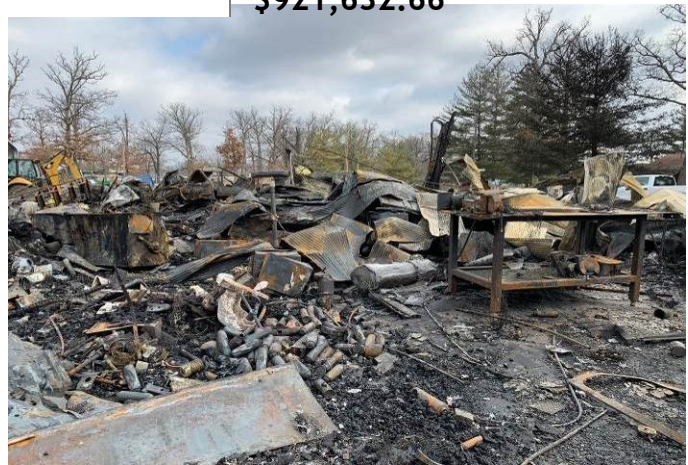
On March 10, 2019, the Lake Parks Maintenance building and its contents were destroyed by a fire of unknown cause. Staff worked with the City's third-party insurance partner and the insurance company (Brit Global Specialty, US) to finalize the damage claim. All funds have been reimbursed to the City of Bloomington, and the claim is officially closed. Following is a breakdown of the reimbursement funds:

Lake Parks Maintenance Building Fire Reimbursement

Claim Item	Amount
<i>Building Value</i>	\$536,582.00
<i>Vehicles, Equipment, Tools, Etc. Value</i>	\$385,050.00
<i>Total Reimbursement</i>	\$921,632.66

Public Works is seeking to replace the building utilizing funds entirely from the insurance company payout of \$536,582. Shive-Hattery will design a new facility that will include bathrooms, locker rooms, and a utility shop and storage.

Lake Parks Maintenance staff maintains six



public parks surrounding Lake Bloomington, the former Girl Scout Camp, the two-mile scenic drive, the grounds surrounding the Water Treatment Plant, Evergreen Lake Pump House, the Mackinaw Pumping Pool, and other properties including wetland maintenance, lime lagoon grounds maintenance and both dams and spillways. Lake Parks Maintenance staff also maintains all residential roads that service leaseholders (snow plowing, salt spreading), culvert repairs, water main repairs, water meter installation and repair, and other duties as assigned by the Division.

Through Request for Qualifications - RFQ #2019-34 (Resolution 2019-18), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-18 established eight categories of services and identified qualified vendors to provide services in each category. City staff reviewed the six firms under the architectural category, which is the key design service of the project as described above, and determined Shive-Hattery to be the most qualified firm to do the work. Based on Shive-Hattery's selection under RFQ #2019-34 and their experience in architectural work, Shive-Hattery was asked to submit a proposal for scope and fees associated with the Lake Parks Maintenance Building Design. The vendor chosen for this project utilized a qualification-based selection process, and, therefore, the City's local preference policy does not apply.

Shive-Hattery's proposed Scope of Services and Professional Services Contract fees are not to exceed \$70,500. For this specific project, as outlined above, Shive-Hattery was deemed to be the most qualified firm and the best fit for the work out of the pre-qualified engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Building and Zoning.

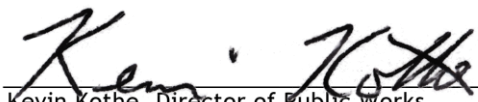
FINANCIAL IMPACT: If approved, a contract for \$70,500 to design the Lake Park Maintenance Building will be paid out of the Lake Maintenance-Architectural & Engineering Services for Capital account (50100140-70051-60000). Stakeholders can locate this in the FY 2022 Budget book titled "Other Funds & Capital Improvement" on pages 126, 215, 262, 287 and 288.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment. UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

12/27/2021



Carla Murillo, Procurement Manager

1/2/2022



Chris Tomerlin, Budget Manager

1/4/2022



Jeffrey R. Jurgens, Corporation Counsel

1/4/2022



Tara Henry, Legislative Assistant & Records Manager

1/5/2022

Attachments:

- PW 4B Contract_Lake Parks Maintenance Building Design 01102022
- PW 4C Proposal_Lake Parks Maintenance Building Design 01102022

CITY OF BLOOMINGTON CONTRACT WITH
Shive-Hattery, Inc.
FOR PROFESSIONAL SERVICES FOR
Lake Parks Maintenance Building Design

THIS AGREEMENT, dated this 10 day of January _____, 2022, is between the City of Bloomington (hereinafter "CITY") and Shive-Hattery, Inc. (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 \$ _____ 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 it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall 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: N.A.

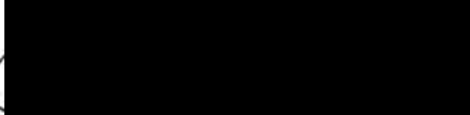
Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

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

Shive -Hattery, Inc.

By: 
Its Architect

ATTEST:

By: _____
City Clerk

By: 
Its *Office Manager*

EXHIBIT A

December 22, 2021

Lake Bloomington Maintenance Facility

ARCHITECTURAL & ENGINEERING DESIGN FEE PROPOSAL

EXECUTIVE SUMMARY

The following is a scope of work to be completed for the phase design of an approximate 4,000 to 6,000 sf post frame maintenance facility. This proposal consists of the architectural, structural, mechanical, plumbing, electric power and lighting, life safety for tow locker rooms, wood and metal shop and potential limited indoor vehicle storage area.

The following is a description/scope of work for the services that will be provide to the Owner (Client) to meet the project needs:

A. CONSTRUCTION DOCUMENT SERVICES

In the Construction Document Phase, the Architect, Engineering Consultants respectively, shall provide services necessary for approval by the Owner. The Construction Documents consisting of detailed drawings and other documents to fix and describe the size and character of the entire Project, including architectural and structural materials, and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling.

- 1. Consulting/Review/Approval** services consisting of construction document activities including:
 - a. Research of applicable local regulations.
 - b. The services apply to applicable laws, statutes, regulations and codes of regulating entities.
- 2. Owner-supplied Data and Design** services consisting of construction document development activities including:
 - a. Geotechnical Report of existing soil conditions
 - b. Identification of existing underground utilities
 - c. Location of existing septic tank and field.
 - d. City of Bloomington General Condition for public bidding specification.
- 3. Architectural Design/Documentation by Shive Hattery** services during the Construction Document Phase consisting of continued development of architectural Preliminary Design to establish the final scope, relationships, forms, size and appearance of the Project through:
 - a. First Floor plans
 - b. Cover Sheet
 - c. General Site Plan Layout
 - d. Demolition Foundation Plan
 - e. Reflected Ceilings Plans
 - f. Room Finish Plan



- g. Exterior Elevations
 - h. Building Sections- Cross and Longitudinal
 - i. Wall Sections – Exterior wall, interior grow wall, mechanical mezzanine wall section
 - j. Wall and Plan Details
 - k. Door, Frame and Hardware Schedule
 - l. Architectural and Structural Specification provided as book format
4. **Structural Design/Documentation by** services during the Construction Document Phase consisting of continued development of the specific structural system(s) in sufficient detail to establish:
- a. Pier foundation design for post frame construction by post frame manufacture
 - b. Wall and Roof frame design by post frame manufacture.
5. **Mechanical, Electrical Power and Lighting, Plumbing, design and documentation** services by Diligent Design Group during the Construction Document Phase consisting of providing:
- a. Design and documentation of Mechanical Heat and Ventilation for Locker rooms and shop area
 - b. Design and documentation of sanitary waste and vent and domestic water plumbing systems for locker rooms.
 - c. Design and documentation of electric power for equipment, general use power, lighting and heating and ventilation equipment in locker room and shop.
 - d. Design and documentation of electric service to building.
 - e. Design and documentation of common area lighting for locker room, shop and vehicle storage.
 - f. Design and documentation of emergency and exit lighting for locker room, shop and vehicle storage.
 - g. MEP/FP specifications shall be provided on drawings.
6. **Civil Design/Documentation will be determined based on discussion with the County and City if storm water management is required.**
- a. An Allowance will be provided for civil design/documentation should services are required
7. **Materials Research/Specifications by Shive Hattery of** services during the Construction Document Phase consisting of activities by architectural and structural engineering personnel in:
- a. Development of architectural specifications for new building to be prepared as a book form document.
8. **Project Development Scheduling by the Successful General Contractor for** services during the Construction Phase consisting of reviewing and updating previously established schedules for the Project with collaboration of Architect and Owner.
9. Statement of Probable **Construction Cost by the Architect** providing services during the Construction Document Phase consisting of updating and refining the Statement of Probable Construction Cost of the Project by working with a local post frame building manufacture, taking the following into consideration:

- a. Availability of materials and labor.
- b. Project delivery procedures.
- c. Construction sequencing and scheduling.
- d. Changes in scope of the Project.
- e. Adjustments in quality standards.

10. Deliverables consisting of Construction Drawing and Specification Documents and other documents by the Architect, Engineers, and Consultants for the owner's review and approval.

11. Project Permitting with the City of Bloomington and McLean County services consisting of preparation of the permit application and submittal of Construction Documents and other documents to the City.

- a. Architect and Engineering Consultants will respond to all questions and comments from the City and County.

B. BIDDING OR NEGOTIATIONS SERVICES

In the Bidding or Negotiations Phase the Owner, the Architect, and Consulting Engineers, following the Owner's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services to assist the Owner in obtaining bids or negotiated proposals. The Architect will assist in awarding and preparing contracts for construction. In the case of phased construction, the Owner may authorize bidding and/or negotiation of portions of the Work prior to completion of the Construction Documents Phase.

1. Owner-supplied Data Coordination services consisting of activities to bidding or negotiation including:

- a. Review and coordination of data furnished for the Project as a responsibility of the Owner.

2. Bidding Materials services consisting of organizing and handling Bidding Documents by the City of Bloomington for:

- a. Coordination
- b. Reproduction
- c. Completeness review.
- d. Distribution
- e. Distribution records.
- f. Retrieval
- g. Receipt and return of document deposits.
- h. Review returned materials.

3. Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure by the Architect, and Engineering Consultants.

4. Bidding/Negotiation services by the Architect, and Engineering Consultants consisting of:

- a. Participation in pre-bid conferences if requested.

- b. Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- c. Attendance at bid opening(s) if requested by client
- d. Documentation and distribution of bidding results by the Construction Manager

5. Bid Evaluation services by the Architect and Consulting Engineers, consisting of:

- a. Participation in reviews of Bids or proposals.
- b. Evaluation of Bids or proposals.
- c. Recommendation on award of Contract(s).
- d. Participation in negotiations prior to or following decisions on award of the Contract(s) for Construction.

6. Construction Contract Agreements services by the Architect, consisting of:

- a. Notification of Contract award(s) by owner.
- b. Assistance in preparation of AIA construction contract Agreement forms for approval by Owner.
- c. Distribute sets of Contract Documents for execution by parties to the Contractor(s).
- d. Receipt, distribution and processing, for Owner's approval, of required certificates of insurance, bonds and similar documents.
- e. Preparation and distribution to Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.

C. REIMBURSABLE EXPENSES

- 1. Reimbursable expenses for prints, postage, local mileage to Bloomington, IL, and client approved long distance travel by the Architect and Engineers, will be invoiced at an additional cost.

D. ADDITIONAL SERVICES

Should the Owner determine and approve the need for additional scope of work by the Architect, Architect's Consultants, and the selected General Contractor respectively. Each scope of additional work shall be defined, and a separate fee proposal will be provided for review and approval by the Owner for the following:

1. Additional Scope services consisting of:

- a. Preparation of drawings and specifications for landscape work
- b. Preparation of drawings, specifications and documentation required for LEED certification applications.
- c. Preparation of drawings and specifications for furniture selection, bidding, and installation.
- d. Preparation of operating cost for mechanical and electric equipment.
- e. Preparation of drawings, and specifications for a fire sprinkler system.
- f. Preparation of drawings, and specifications for a upgrades or modification of septic and field systems.
- g. Preparation of drawings for AS BUILT conditions.
- h. Preparation of subcontractor shop drawings

- i. Preparation of drawings and specifications for UPS systems, security systems, and computer network equipment.
- j. Preparation of three dimensional, rendered, exterior building images.
- k. Preparation of drawings and specifications based on Owner's instructions and providing guidance to the Contractor(s), on the Owner's behalf, relative to changed requirements and schedule revisions.
- l. Comprehensive Commission Services in excess of IECC mandatory requirements

E. FEE RECAP

Preliminary Facility Plan	\$4,500.00
Field Verify and Documentation of Site Conditions and Topo	\$5,000.00
Architectural Design and Documentation	\$30,000.00
MEP/FP Systems Design and Submittal Review	\$20,000.00
Architectural Bidding and Negotiations Services	\$7,000.00
Reimbursable Expenses	<u>\$4,000.00</u>
Total	\$70,500.00

F. DESIGN TEAM

- a. Shive Hattery Inc. –Architecture Design
- b. Shive Hattery Inc. Consultant – Millies Engineering Group – MEP Design
- c. Shive Hattery Inc. Consultant – Civil Engineer To be selected if required.

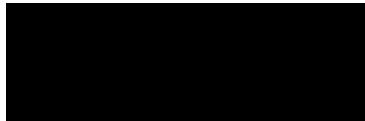
G. HOURLY RATES

The following standard hourly rates form the basis of our proposal and will remain fixed for the duration of the project:

a. Architectural and Engineering Principals	\$198.00/HR
b. Architectural and Engineering Project Manager	\$150.00/HR
c. Architectural Designer	\$122.00/HR
d. Structural Engineering Principal	\$166.00/HR
e. Engineering Designer	\$130.00/HR
f. CADD Technician	\$106.00/HR
g. Administrative Staff	\$75.00/HR

SHIVE - HATTERY

City of Bloomington, IL.



Jeffrey M. Wolf AIA, LEED AP

EXHIBIT B
PAYMENT TERMS

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December 22, 2021

Lake Bloomington Maintenance Facility

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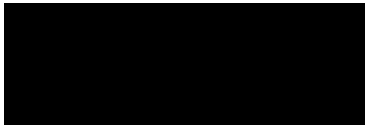
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SHIVE - HATTERY

City of Bloomington, IL.



Jeffrey M. Wolf AIA, LEED AP



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: January 10, 2022

SPONSOR: Information Technology Department and City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Waiving the Formal Bidding Process and Approving the Carahsoft Technology Corporation at Granicus Agreement/Quote for Three (3) years in the Amount of \$101,233.28, as requested by the Information Technology Department and the City Clerk Department.

RECOMMENDED MOTION:

The proposed Resolution and Agreement 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: City Council has requested a digital voting system to be used in the new Government Center Chambers. When researching different options for the voting software, City staff discovered Peak, a Carahsoft Technology Corporation at Granicus (CARASOFT) software/technology solution, which includes a robust, interactive meeting voting system along with an elevated Agenda and Minutes platform and video system.

Information Technology and City Clerk Staff are requesting to waive the formal bidding process to purchase the Peak software as it would be an upgrade from the City's current IQM2 solution (MinuteTraQ). While other options were researched, Peak was the best fit for the City's current needs, and it fills the request of the Council and also allows for the City to continue to approve Council and procurement memos utilizing this software system. CARASOFT is a company with which the City currently has multiple projects, including all four (4) of the City's websites, and staff have been satisfied with their products and support. Since Peak is CARASOFT's flag-ship option for meetings and agenda management, staff expects long-term, top-tier support.

The process will be efficient and seamless since the City has already established a successful vendor relationship with CARASOFT. Peak will bring a universal, seamless experience for City Council Members when viewing agendas, participating in meetings, voting on agenda items, and reviewing meetings after their occurrence, as well as continuing to allow for City staff to utilize the software to approve Council and procurement memos.

Year 1: \$38,127.09

Year 2: \$30,486.08

Year 3: \$32,620.11

Total for three (3) year term: \$101,233.28. The two future years will be budgeted in FY23 and FY24.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2022 Budget under the Information Technology-Repair/Maintenance Office & 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.

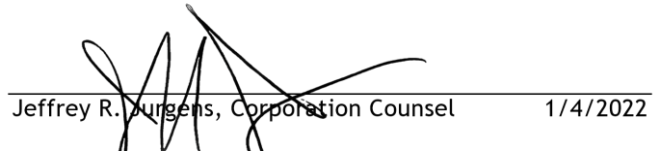
Prepared by: Craig McBeath, Director of Information Technology

Reviewed by:


Craig McBeath, Director of Information Technology 12/3/2021


Carla Murillo, Procurement Manager 12/8/2021


Chris Tomerlin, Budget Manager 12/8/2021


Jeffrey R. Jurgens, Corporation Counsel 1/4/2022


Tara Henry, Legislative Assistant & Records Manager 1/5/2022

Attachments:

- IT 1B Resolution - Bid Waiver IS Carahsoft-Granicus Peak Software CM 3733
- IT 1C Agreement/Quote

RESOLUTION NO. 2022 - ____

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING PROCESS AND APPROVING THE CARAHSOFT TECHNOLOGY CORPORATION AT GRANICUS AGREEMENT/QUOTE FOR THREE (3) YEARS IN THE AMOUNT OF \$101,233.28

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, the City currently works with Carahsoft Technology at Granicus (CARAHSOFT) for all four (4) of the City's websites, and they have provided quality software/technology solutions and support services; and

WHEREAS, the City has been experiencing increasing limitations and issues with the current IQM2 agenda and minutes legislative management system and the City Council has requested an instant digital voting system, and

WHEREAS, Information Technology and City Clerk staff (Staff) need a system that includes a robust interactive meeting voting system, elevated agenda and minutes platform/video system and a solution that allows the City to utilize the system for the Council and procurement memo approval process; and

WHEREAS, Staff researched software systems online for product capabilities and found the CARAHSOFT Peak software could do everything the current software does and meet the evolving needs for City Council when reviewing agendas, participating in meetings, voting on agenda items, reviewing meetings, and for City staff's approval process of Council and procurement memos; and

WHEREAS, Staff requests the formal bidding process be waived and the City Manager be authorized to enter into a new agreement/quote for the CARAHSOFT for a period of three (3) years from the date of execution.

NOW, THEREFORE, BE IT ORDAINED/RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

That the recitals set forth above are incorporated herein, the agreement is approved, and the City Manager, or designated representatives, are authorized to secure the agreement/quote with Carahsoft Technology Corporation and are authorized to execute any necessary documents to effectuate the agreement.

PASSED this 10th day of January 2022.

APPROVED this ____ day of January 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Philip Melder
 Programmer/Analyst
 City of Bloomington
 109 E. Olive Street
 Bloomington, IL 61701 USA

FROM: Stephanie Pham
 Granicus Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: pmelder@cityblm.org

EMAIL: Stephanie.Pham@carahsoft.com

PHONE: (309) 434-2304

PHONE: (571) 662-3073

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 31012832
QUOTE DATE: 08/27/2021
QUOTE EXPIRES: 11/26/2021
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$37,996.88
SHIPPING AMOUNT: \$130.21

TOTAL QUOTE: \$38,127.09

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
ONE-TIME FEES						
1	607-MES-GR-246CS	Meeting Efficiency Suite Minutes Server Configuration Services: Access to a multi-disciplinary team per one (1) hour to install and configure minutes functionality on the encoder. VoteCast Display - Setup and Configuration Granicus - MES-GR-246CS		\$234.3750 OM	4	\$937.50
2	607-ONL-GR-300T	Online Training Services per hour in support of Granicus Legislative Agenda Management, conducted virtually for up to one (1) hour by up to one (1) Granicus trainer; Course Length: up to one (1) hour; Minimum of one (1), maximum of six (6) partic Granicus - ONL-GR-300T		\$2,604.1700 OM	1	\$2,604.17
2	607-ONL-GR-300T	Online Training Services per hour in support of Granicus Legislative Agenda Management, conducted virtually for up to one (1) hour by up to one (1) Granicus trainer; Course Length: up to one (1) hour; Minimum of one (1), maximum of six (6) partic Minutes - Online Training Granicus - ONL-GR-300T		\$234.3750 OM	2	\$468.75
2	607-GEA-GR-246CS	Granicus Encoding Appliance Remote Configuration Services: Access to a multi-disciplinary team per one (1) hour for remote configuration and deployment of the Granicus encoding appliance. Granicus - GEA-GR-246CS		\$911.46 OM	1	\$911.46
3	607-MES-GR-246CS	Meeting Efficiency Suite Minutes Server Configuration Services: Access to a multi-disciplinary team per one (1) hour to install and configure minutes functionality on the encoder. Granicus - MES-GR-246CS		\$234.3750 OM	4	\$937.50
4	607-GEA-GR-246ESD	Granicus Encoding Appliance AMAX Encoder SDI Granicus - GEA-GR-246ESD		\$3,645.83 OM	1	\$3,645.83
ONE-TIME FEES SUBTOTAL:						\$9,505.21
ANNUAL FEES						
9	607-VCT-GR-246A	VoteCast Tablet Standard Package Annual Subscription Granicus - VCT-GR-246A		\$5,000.00 OM	1	\$5,000.00
CONFIDENTIAL						QUOTE DATE: 08/27/2021
PAGE 1 of 3						QUOTE NO: 31012832

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
10	607-GTS-GR-246AP	Government Transparency Accelerator Package Annual Subscription Granicus - GTS-GR-246AP		\$8,700.00 OM	1	\$8,700.00
11	607-PEA-GR-246A	Peak Agenda Management Annual Subscription Granicus - PEA-GR-246A		\$13,541.67 OM	1	\$13,541.67
12	607-GEA-GR-246EAS	Encoding Appliance Software Annual Subscription Granicus - GEA-GR-246EAS		\$1,250.00 OM	1	\$1,250.00
ANNUAL FEES SUBTOTAL:						\$28,491.67
SUBTOTAL:						\$37,996.88
TOTAL PRICE:						\$37,996.88
SHIPPING AMOUNT:						\$130.21
TOTAL QUOTE:						\$38,127.09

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2						
13	607-VCT-GR-246A	VoteCast Tablet Standard Package Annual Subscription Granicus - VCT-GR-246A		\$5,350.00 OM	1	\$5,350.00
14	607-GTS-GR-246AP	Government Transparency Accelerator Package Annual Subscription Granicus - GTS-GR-246AP		\$9,309.00 OM	1	\$9,309.00
15	607-PEA-GR-246A	Peak Agenda Management Annual Subscription Granicus - PEA-GR-246A		\$14,489.58 OM	1	\$14,489.58
16	607-GEA-GR-246EAS	Encoding Appliance Software Annual Subscription Granicus - GEA-GR-246EAS		\$1,337.50 OM	1	\$1,337.50
YEAR 2 SUBTOTAL:						\$30,486.08
YEAR 3						
17	607-VCT-GR-246A	VoteCast Tablet Standard Package Annual Subscription Granicus - VCT-GR-246A		\$5,724.50 OM	1	\$5,724.50
18	607-GTS-GR-246AP	Government Transparency Accelerator Package Annual Subscription Granicus - GTS-GR-246AP		\$9,960.63 OM	1	\$9,960.63
19	607-PEA-GR-246A	Peak Agenda Management Annual Subscription Granicus - PEA-GR-246A		\$15,503.85 OM	1	\$15,503.85
20	607-GEA-GR-246EAS	Encoding Appliance Software Annual Subscription Granicus - GEA-GR-246EAS		\$1,431.13 OM	1	\$1,431.13
YEAR 3 SUBTOTAL:						\$32,620.11
SUGGESTED SUBTOTAL:						\$63,106.19



GOVERNMENT- PRICE QUOTATION

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
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Upon the date of award, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Shipping is not to exceed \$130.21

Approved by City Manager, Tim Gleason

Date approved



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: January 10, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Contract Between the United States Department of the Interior U.S. Geological Survey Central Midwest Water Science Center and the City of Bloomington for the Installation, Operation, and Maintenance of Stream Gages on Six Mile Creek, Money Creek, and Kickapoo Creek, in the amount of \$74,400 for FY22 and \$43,200 for FY23, for a total amount of \$117,600, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Resolution and Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a Resolution authorizing waiving the technical bidding requirements and approving a Contract between the United States Department of the Interior U.S. Geological Survey Central Midwest Water Science Center (USGS) and the City of Bloomington for the installation, operation, and maintenance of stream gages on Six Mile Creek, Money Creek, and Kickapoo Creek, in the amount of \$74,400 for FY22 and \$43,200 for FY23, for a total amount of \$117,600.

Stream gaging is the process of measuring water level and discharge. This information is critical for establishing a consistent, accurate, and long-term flow or water volume record. Combined with regular water chemistry sampling conducted by City staff, instantaneous gaging data will allow for precise calculations of nutrient and sediment loads and aid in measuring changes over time as work progresses in the watersheds. The data collected by the stream gages and results from staff's water chemistry sampling will create a nutrient loading curve (relationship), thus allowing staff to calculate nutrient loading at any point in time. Streamflow monitoring is important because it allows the City to analyze trends of nitrate and sediment as they move from the vast watersheds and into the reservoirs. Most nitrate and sediment loading occur during periods of high flow rates, which are also times when manual sampling by staff is not safe due to rising water levels. Understanding how and when nitrates and sediment are delivered to the reservoirs allows staff to better anticipate treatment practices and adjustments and determine which reservoir to use. It also allows for more efficient decision making.

The USGS is widely accepted as the industry leader in water quality research and data collection. The USGS will install, operate, and maintain stream gages at each location. Each

location will be comprised of infrastructure to support sensors, data-loggers, and satellite telemetry. This infrastructure generally consists of a metal enclosure to secure the equipment along with a telemetry antenna and solar panel. These enclosures are generally mounted on or near bridges. Site conditions will dictate mounting methods and equipment that will be used.

Stream stage will be measured and recorded at 15-minute intervals and transmitted via satellite at one-hour intervals to the USGS office where the data will be automatically downloaded into the USGS National Water Information System database. Discharge measurements will be made routinely to establish and maintain a stage-discharge relationship (rating). These relationships will be used to compute instantaneous and daily mean discharge values. The stage and discharge values will be displayed in a near real-time fashion on the USGS public data webpage. Discharge measurements, gage operation, and record compilation will be done according to USGS protocols.

Watershed Management Plan Link

The City has recently completed updating the Watershed Management Plan for Lakes Bloomington and Evergreen. These plans have been submitted for review and approval to the Illinois Environmental Protection Agency. This plan will be used to inform and direct the City on how to maintain current efforts while also creating and instituting new Best Management Practices to aid in improving the quality of water entering Lake Bloomington and Evergreen Lake.

The Watershed Management Plan is data-driven and supported by existing monitoring and data collection efforts. The City of Bloomington has excelled for decades in the collection and analysis of lake and watershed data. However, the updated Watershed Management Plan outlines areas of data collection improvements. The most significant area of improvement is streamflow stage-discharge relationship data. The Watershed Management Plan states that the current monitoring program should continue with the following considerations and modifications:

- ❖ Installation and maintenance of permanent stream gage infrastructure at Money and Six Mile Creeks and the development of a proper stage/discharge relationship. Work with partners to execute an aggressive flow monitoring campaign over a larger range to make a more accurate relationship for both stations. One of the largest data gaps from the monitoring is accurate flow data.
- ❖ The current program needs adjustment to better capture the range of flow events in the streams by including more storm-event monitoring. Flow measurements, nutrient concentrations and sediment concentrations are not strongly represented across the statistical quartiles of flow events.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Soil and Water Conservation District; Northwater Consulting.

FINANCIAL IMPACT: If approved, the FY 2022 portion of the contract will be paid from the Lake Maintenance-Other Professional & Technical Services account (50100140-70220) in the amount of \$49,600 and the remaining \$24,800 will be paid from the Storm Water-Other Professional & Technical Services account (53103100-70220). Stakeholders can locate this in

the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on page 126 for the Water Fund portion and page 144 for the Storm Water Fund amount.

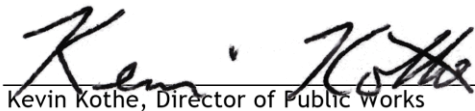
The Public Works Department will include the FY 2023 amounts in the FY 2023 Proposed Budget.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the city to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

12/27/2021



Carla Murillo, Procurement Manager

1/2/2022



Chris Tomerlin, Budget Manager

1/3/2022



Jeffrey R. Jurgens, Corporation Counsel

1/5/2022



Tara Henry, Legislative Assistant & Records Manager

1/5/2022

Attachments:

- PW 1B Resolution_USGS Streamgages 01102022
- PW 1C Contract_USGS Streamgages 01102022
- PW 1D Proposal_USGS Streamgages 01102022
- PW 1E Locations_USGS Streamgages 01102022

RESOLUTION NO. 2022 - ____

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE CONTRACT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY CENTRAL MIDWEST WATER SCIENCE CENTER AND THE CITY OF BLOOMINGTON FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF STREAM GAGES ON SIX MILE CREEK, MONEY CREEK, AND KICKAPOO CREEK

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, section 50; and

WHEREAS, the City has found the need to enter into a contract with the United States Department of the Interior U.S. Geological Survey Central Midwest Science Center to be warranted and necessary to continue to collect continuous sampling data that is vitally important in understanding the behavior of the watershed program in the two streams that feed our reservoirs; and

WHEREAS, the United States Department of the Interior U.S. Geological Survey, which is widely accepted as the industry leader in water quality research and data collection and maintains over 10,000 stream gages; and

WHEREAS, the City has found the United States Department of the Interior U.S. Geological Survey Central Midwest Water Science Center to be a valuable and dedicated partner in scientific research; and

WHEREAS, to ensure that the City of Bloomington Watershed Management Plan is faithfully executed, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into a new contract with the United States Department of the Interior U.S. Geological Survey Central Midwest Science Center for the installation, operation, and maintenance of stream gages on Six Mile Creek, Money Creek, and Kickapoo Creek for a period of execution of contract to April 30, 2023.

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

That the recitals set forth above are incorporated herein, the contract is approved, and the City Manager, or designated representatives, are authorized to secure the contract with the United States Department of the Interior U.S. Geological Survey Central Midwest Science Center for the installation of stream gages on Six Mile Creek, Money Creek, and Kickapoo Creek and are authorized to execute any necessary documents to effectuate the contract.

PASSED this 10th day of January 2022.

APPROVED this ____ day of January 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

December 9, 2021

Joe Darter
Property Manager
City of Bloomington
25515 Waterside Way
Hudson, IL 61748

Dear Mr. Darter:

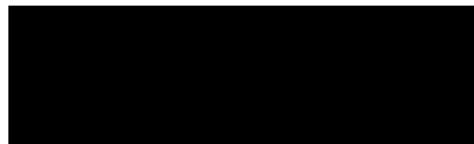
Attached is our standard joint-funding agreement for the installation, operation, and maintenance of one streamgage each on the Six Mile Creek, Money Creek, and Kickapoo Creek, for the period January 1, 2022 through April 30, 2023 in the amount of \$117,600 from your agency. Please sign and return one fully-executed original to Alex D. Arduser via email at aarduser@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 14, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jonathan Lageman by phone number (815) 752-2035 or email jlageman@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Alex Arduser at phone number (319) 358-3656 or email at aarduser@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,



Deputy Director, Central Midwest WSC

Enclosure
22NEJFA042

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000007930
Agreement #: 22NEJFA042
Project #: NE009KT
TIN #: 

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2022, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Bloomington party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, **the installation, operation, and maintenance of one streamgage each on the Six Mile Creek, Money Creek, and Kickapoo Creek**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
January 1, 2022 to April 30, 2023
- (b) \$117,600 by the party of the second part during the period
January 1, 2022 to April 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Water Resource Investigations

Customer #: 6000007930
Agreement #: 22NEJFA042
Project #: NE009KT
TIN #: 

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jonathan Lageman
Supervisory Hydrologist
Address: 650 G Peace Road
DeKalb, IL 60115
Telephone: (815) 752-2035
Fax:
Email: jlageman@usgs.gov

Customer Technical Point of Contact

Name: Joe Darter
Property Manager
Address: 25515 Waterside Way
Hudson, IL 61748
Telephone: (309) 434-2431
Fax:
Email: jdarter@cityblm.org

USGS Billing Point of Contact

Name: Alex Arduser
Budget Analyst
Address: 400 S. Clinton St RM 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: aarduser@usgs.gov

Customer Billing Point of Contact

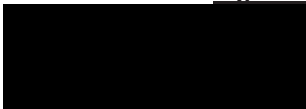
Name: Misty Shafer
Procurement Specialist
Address: 109 East Oliver St
Bloomington, IL 61701
Telephone: (309) 434-2330
Fax:
Email: mshafer@cityblm.org

U.S. Geological Survey
United States
Department of Interior

City of Bloomington

Signature

Acting By
for: Na



Date: 12/09/2021

Title: Director, Central Midwest WSC

Signatures

By _____ Date: _____

Name:

Title:

By _____ Date: _____

Name:

Title:

By _____ Date: _____

Name:

Title:

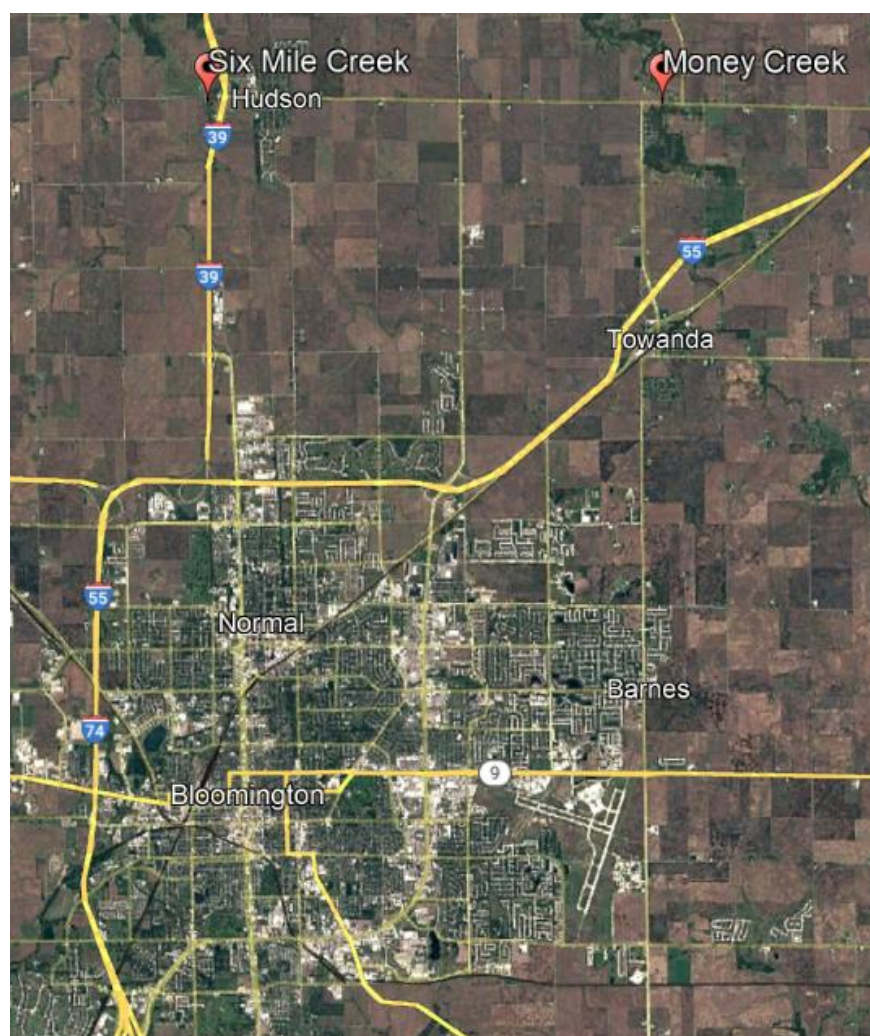
US Geological Survey Installation and Operation of Streamgages at Six Mile Creek and Money Creek Prepared for: City of Bloomington November 2021

Jon Lageman, Data Chief Central Midwest Water Science Center

Introduction

The City of Bloomington reached out to the US Geological Survey (USGS) Central Midwest Water Science Center in Spring of 2021. The city managers were interested in the potential to develop stage-discharge relationships, (streamflow ratings) locations on Six Mile Creek and Money Creek which influence on conditions at Evergreen Lake and Lake Bloomington. The city intends to use this information for watershed management.

USGS has the ability and expertise to perform this activity with a high degree of quality using established and published methods and protocols. This proposal is being provided to the City of Bloomington for installation as well as operation and maintenance (O&M) at locations on Six Miles Creek and Money Creek.



Objectives and Scope

The objective of this study is to collect and compile stream stage and discharge data and establish streamflow ratings for the City of Bloomington to use for watershed management on Six Mile Creek and Money Creek. USGS hopes to cooperate with the City of Bloomington to establish streamflow data collection stations (streamgages) on Six Mile Creek and Money Creek to meet the needs of the City.

Approach

The USGS will install, operate and maintain (O&M) streamgages at Six Mile Creek and Money Creek. The USGS will seek to locate these streamgages at or near locations that have previously had data collected by the state of Illinois Lat 40.60533, Long -89.00300 and Lat 40.60529, Long -88.89843 respectively. USGS will obtain the necessary permits to establish these stations and will attempt to install them in January barring any issues with permits. These stations will be comprised of infrastructure to support sensors, data-loggers, and GOES satellite telemetry. This infrastructure generally consists of a metal enclosure to secure the equipment along with telemetry antenna and solar panel. These enclosures are generally mounted on or near bridges. Site conditions will dictate mounting methods and equipment that will be used.

Components of O&M follow in this section. Stream stage will be measured and recorded at 15-minute intervals and transmitted via satellite at 1-hour intervals to the USGS office where the data will be automatically downloaded into the USGS National Water Information System (NWIS) database. Discharge measurements will be made routinely to establish and maintain a stage-discharge relationship (rating). These relationships will be used to compute instantaneous and daily-mean discharge values. The stage and discharge values will be displayed in a near real-time fashion on the USGS public Data web page. Discharge measurements, gage operation, and record compilation will be done according to USGS protocols outlined in Turnipseed and Sauer (2010), Sauer and Turnipseed (2010), and Sauer (2001). The record compilation is an Agency required part of Quality Assurance. Data will be considered as provisional until reviews meeting the Agency's policies are completed (typically within 150 days).

Products and Timeline

All streamflow data will be stored in the USGS NWIS data base. Data may be obtained in several formats by contacting the USGS Central Midwest Water Science Center. Data will be available for public access via the Internet at the [USGS National Water Information System](https://waterdata.usgs.gov/nwis).

Installation plans will commence upon receipt of a signed agreement. Operation will begin in January of 2022. The federal government operates on a fiscal year that begins October 1. Operation and Maintenance rates will be prorated for the partial year of data collection, annual rates will apply afterward. Establishment of streamflow values is dependent on the

ability to measure an adequate range of flows and therefore will not be available until a rating is developed. The USGS will make effort to measure the location(s) more often and during hydrologic extremes in order to develop a rating as quickly as possible with consideration to conditions.

Budget

The budget for installation and operation and maintenance of the streamgage network from January 1, 2022 through April 30, 2023 is shown below. All work will be performed in-house by federal employees trained in the hydrologic sciences.

Task	Period of Performance	Cost
Install Streamgage- Six Mile Creek	January 1, 2022	\$20,000
Install Streamgage- Money Creek	January 1, 2022	\$20,000
Operation and Maintenance- Six Mile Creek*	January 1, 2022 to April 30, 2022	\$4,800
Operation and Maintenance- Money Creek*	January 1, 2022 to April 30, 2022	\$4,800
Operation and Maintenance- Six Mile Creek	May 1, 2022 to April 30, 2023	\$14,400
Operation and Maintenance- Money Creek	May 1, 2022 to April 30, 2023	\$14,400

*Prorated and Rounded

Total	\$78,400
-------	----------

Information including Primary Billing and Technical Contact information and DUNS # shall be provided by City of Bloomington prior to USGS's generation of an agreement.

USGS Contacts

General	Shane Barks	(573) 364-3674	csbarks@usgs.gov
General	Jon Lageman	(815)901-5530	jlageman@usgs.gov

Selected References

Sauer, V. B., 2001, Standards for the analysis and processing of surface-water data and information using electronic methods: U.S. Geological Survey Water-Resources Investigations Report 01-4044, 91 p. <http://pubs.er.usgs.gov/publication/wri20014044>

Sauer, V.B., and Turnipseed, D.P., 2010, Stage measurement at gaging stations: U.S. Geological Survey Techniques and Methods book 3 chap. A7, 45 p., <http://pubs.usgs.gov/tm/tm3-a7>.

Turnipseed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey Techniques and Methods book 3, chap. A8, 87 p.
<http://pubs.usgs.gov/tm/tm3-a8/>.

US Geological Survey Installation and Operation of Streamgage on Kickapoo Creek

Prepared for: City of Bloomington

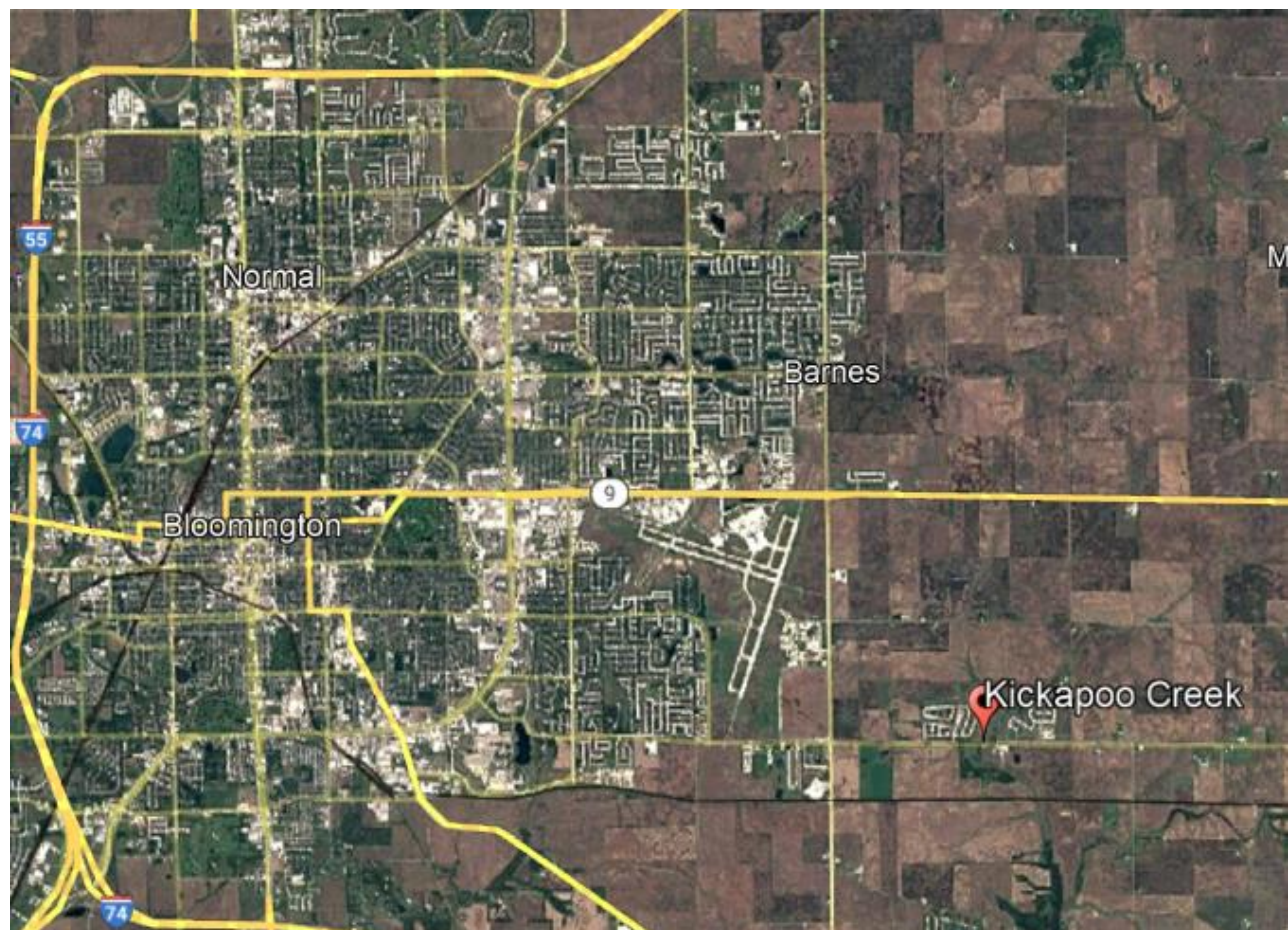
November 2021

Jon Lageman, Data Chief Central Midwest Water Science Center

Introduction

The City of Bloomington reached out to the US Geological Survey (USGS) Central Midwest Water Science Center in Spring of 2021. The city managers were interested in the potential to develop stage-discharge relationships, (streamflow ratings) locations on Six Mile Creek and Money Creek which influence on conditions at Evergreen Lake and Lake Bloomington. The city intends to use this information for watershed management.

USGS has the ability and expertise to perform this activity with a high degree of quality using established and published methods and protocols. This proposal is being provided to the City of Bloomington for installation as well as operation and maintenance (O&M) at a location on Kickapoo Creek.



Objectives

The objective of this study is to collect and compile stream stage and discharge data and establish streamflow ratings for the City of Bloomington to use for watershed management on Kickapoo Creek. USGS hopes to cooperate with the City of Bloomington to establish a streamflow data collection station (streamgage) on Kickapoo Creek to meet the needs of the City.

Approach

The USGS will install, operate and maintain (O&M) a streamgage on Kickapoo Creek. The USGS will seek to locate this streamgage at or near the location that has previously had data collected by the USGS, Lat 40.458252, Long-88.77692. USGS will obtain the necessary permits to establish this station and will attempt to install it in January barring any issues with permits. This station will be comprised of infrastructure to support sensors, data-loggers, and GOES satellite telemetry. This infrastructure generally consists of a metal enclosure to secure the equipment along with telemetry antenna and solar panel. These enclosures are generally mounted on or near bridges. Site conditions will dictate mounting methods and equipment that will be used

Components of O&M follow in this section. Stream stage will be measured and recorded at 15-minute intervals and transmitted via satellite at 1-hour intervals to the USGS office where the data will be automatically downloaded into the USGS National Water Information System (NWIS) database. Discharge measurements will be made routinely to establish and maintain a stage-discharge relationship (rating). These relationships will be used to compute instantaneous and daily-mean discharge values. The stage and discharge values will be displayed in a near real-time fashion on the USGS public data web page. Discharge measurements, gage operation, and record compilation will be done according to USGS protocols outlined in Turnipseed and Sauer (2010), Sauer and Turnipseed (2010), and Sauer (2001). The record compilation is an Agency required part of Quality Assurance. Data will be considered as provisional until reviews meeting the Agency's policies are completed (typically within 150 days).

Products and Timeline

All streamflow data will be stored in the USGS NWIS data base. Data may be obtained in several formats by contacting the USGS Central Midwest Water Science Center. Data will be available for public access via the [USGS Internet at National Water Information System](#).

Installation plans will commence upon receipt of a signed agreement. Operation will begin in January of 2022. The federal government operates on a fiscal year that begins October 1. Operation and Maintenance rates will be prorated for the partial year of data collection, annual rates will apply afterward. Establishment of streamflow values is dependent on the ability to measure an adequate range of flows and therefore will not be available until a rating is developed. The USGS will make effort to measure the location(s) more often and

during hydrologic extremes in order to develop a rating as quickly as possible with consideration to conditions.

Budget

The budget for installation and operation and maintenance of the streamgage network from January 1, 2022 through April 30, 2023 is shown below. All work will be performed in-house by federal employees trained in the hydrologic sciences.

Task	Period of Performance	Cost
Install Streamgage- Kickapoo Creek	January 1, 2022	\$20,000
Operation and Maintenance- Kickapoo Creek*	January 1, 2022 to April 30, 2022	\$4,800
Operation and Maintenance- Six Mile Creek	May 1, 2022 to April 30, 2023	\$14,400
*Prorated and Rounded	Total	\$39,200

Information including Primary Billing and Technical Contact information and DUNS # shall be provided by City of Bloomington prior to USGS's generation of an agreement.

USGS Contacts

General	Shane Barks	(573) 364-3674	csbarks@usgs.gov
General	Jon Lageman	(815)901-5530	jlageman@usgs.gov

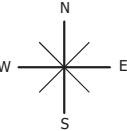
Selected References

Sauer, V. B., 2001, Standards for the analysis and processing of surface-water data and information using electronic methods: U.S. Geological Survey Water-Resources Investigations Report 01-4044, 91 p. <http://pubs.er.usgs.gov/publication/wri20014044>

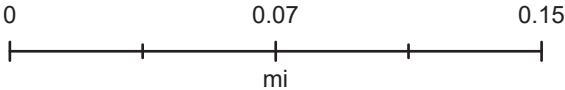
Sauer, V.B., and Turnipseed, D.P., 2010, Stage measurement at gaging stations: U.S. Geological Survey Techniques and Methods book 3 chap. A7, 45 p., <http://pubs.usgs.gov/tm/tm3-a7/>.

Turnipseed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey Techniques and Methods book 3, chap. A8, 87 p. <http://pubs.usgs.gov/tm/tm3-a8/>.

Six Mile Creek Stream Gage Location



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



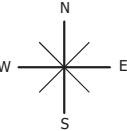
1 inch = 376 feet



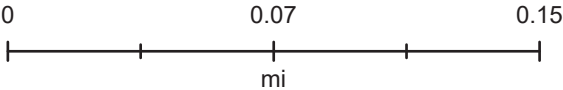


Six Mile Creek Stream Gage Location

Money Creek Stream Gage Location



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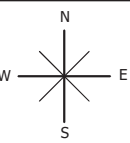
1 inch = 376 feet



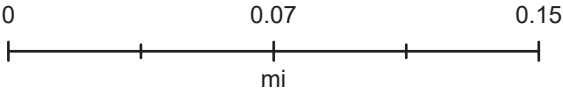


Money Creek Stream Gage Location

Kickapoo Creek Stream Gage Location



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



1 inch = 376 feet





Kickapoo Creek Stream Gage Location



CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: January 10, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and Fisher Tank Company for the Fort Jesse Tank Rehabilitation (Bid #2022-12), in the Amount of \$4,059,300, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of an Ordinance authorizing a Construction Contract between the City of Bloomington and Fisher Tank Company for Fort Jesse Tank Rehabilitation (Bid #2022-12), in the amount of \$4,059,300.

The Fort Jesse Pump station is located at 1513 Fort Jesse Road, Normal, Illinois. At this site there are two ground storage tanks that hold 2,000,000 gallons each. The West tank was constructed in 1991 and the East tank in 1973. These tanks are used for storage of treated water before being distributed throughout the City's distribution system. On average, tank coatings have a life expectancy of 15 to 20 years, which both tanks have surpassed.



In April 2020, there was an electrical event that caused damage to the Supervisor Control and Data Acquisition (SCADA) system that monitors and manages operation of the pump station including tank levels. This damage caused the tank level value in SCADA to freeze,

causing the pressurization and overflow of both tanks. This event ultimately damaged the roof on both tanks and some structural support inside both tanks.



In addition to making the needed repairs, the contractor will apply new coatings to the interior and exterior of both tanks. Public Works is working with the City's insurance company, but a final settlement amount has not been reached. Additional damage from the event that is discovered as part of the repair project will be submitted to the insurance company with a request for additional reimbursement.

The Public Works Department prepared the Fort Jesse Tank Rehabilitation project proposal package and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM on Thursday, December 9, 2021, electronically. Staff received two (2) bids and opened them at 10:02 AM Thursday, December 09, 2021, by live stream on the City YouTube Website. There were no local bidders for this contract, so the local preference policy does not apply.

Fisher Tank Company is the lowest responsible bidder between the two bids. The total bids are charted below.

Contractor	Base Bid	Contingency*	Total (Bid #2022-12)
Fisher Tank Company	\$3,866,000	\$193,300	\$4,059,300
Tecorp, Inc.	\$5,675,000	\$283,750	\$5,958,750

*Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bid was advertised in *The Pantagraph* and on *OPENGOV* on November 04, 2021.

FINANCIAL IMPACT: If approved, the contract for \$4,059,300 which includes contingency will be paid out of the Water Mechanical Maintenance-Other Capital Improvement account (50100160-72620). The budget for this item was \$6,200,000 and some of the savings may be utilized for other water fund projects in FY 2022 and FY 2023. Stakeholders can locate this

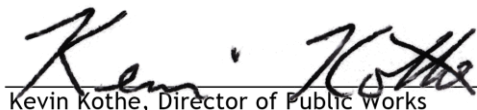
project in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 133, 214, 261, 277 and 278.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment. Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents, and Objective UEW-1.6. Continue to participate in regional efforts to establish a sustainable and responsible water supply.

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:


Kevin Kothe, Director of Public Works

12/27/2021


Misty Shafer, Procurement Specialist

1/4/2022


Chris Tomerlin, Budget Manager

1/5/2022


Jeffrey R. Jurgens, Corporation Counsel

1/6/2022


Tara Henry, Legislative Assistant & Records Manager

1/6/2022

Attachments:

- PW 3B Ordinance_Fort Jesse Tank Rehabilitation 01102022
- PW 3C Contract_Fort Jesse Tank Rehabilitation_Updated 010622
- PW 3D Bid Tab_Fort Jesse Tank Rehabilitation 01102022

ORDINANCE NO. 2022 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND FISHER TANK COMPANY FOR THE FORT JESSE TANK REHABILITATION (BID #2022-12), IN THE AMOUNT OF \$4,059,300

WHEREAS, the City of Bloomington ("City") is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending a contract with Fisher Tank Company (CONTRACTOR) be approved for the Fort Jesse Tank Rehabilitation (PROJECT) in the amount of \$4,059,300; and

WHEREAS, PROJECT consists of work necessary to replace the roofs and repaint the interior and exterior of both tanks that have reached the end of their life expectancy; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract;

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The contract is approved and the City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the contract and within the contract amount, to the extent the City Manager finds such to be in the best interests of the City.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 10th day of January 2022.

APPROVED this ____ day of January 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON
CONTRACT WITH
Fisher Tank Company
FOR**

Fort Tank Rehabilitation

2022

THIS AGREEMENT, dated this _____ day of January, ~~2021~~, is between the City of Bloomington (hereinafter "CITY") and Fisher Tank Company (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. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Fort Jesse Tank Rehabilitation (Bid 2022-12) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This includes Public Act 100-1177 which became effective on June 1, 2019.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Per the specifications of Bid# 2022-12. Rehabilitation and painting of two water tank at Fort Jesse.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- ☐ A flat fee of \$ _____ as set forth in the Procurement Documents.
- ☒ Fees as set forth in the Procurement Documents.

Section 5. 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 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. 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 9. 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 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. 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 it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. 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 14. 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

ATTEST:

By: _____
City Clerk

Fisher Tank Company

By: _____
Its Sales Engineer

By: _____
Its Admin. Asst.

City of Bloomington, Illinois
Fort Jesse Tank Rehabilitation
Bid 2022-12
BID TAB

				Fisher Tank Company		Tecorp, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	Base Bid - All Sections - All Work Except for Item No. 2	1	LS	\$3,866,000.00	\$3,866,000.00	\$5,675,000.00	\$5,675,000.00
2	Contingency (5% of Item No. 1) - 01 21 00 and General Conditions 11.05	1	LS	\$193,300.00	\$193,300.00	\$283,750.00	\$283,750.00
	Total				\$4,059,300.00		\$5,958,750.00



CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: January 10, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 19 & 20 in Block 2 in Camp Kickapoo, from Craig C. Hart to the petitioner, Craig C. Hart, Trustee of the Craig C. Hart Revocable Trust Dated July 16, 2021, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer, Petition, and Supplemental Agreement 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 is recommending the approval of a Petition for the Lake Bloomington Lot Transfer and Supplemental Lease Agreement for Lots 19 & 20 in Block 2 in Camp Kickapoo, from Craig C. Hart to the petitioner, Craig C. Hart, Trustee of the Craig C. Hart Revocable Trust Dated July 16, 2021. Lots 19 & 20 in Block 2 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on August 13, 2021, and found the system to be in the following condition, as noted in the August 24, 2021, letter from the McLean County Health Department:

- ✦ The septic tank is a minimum of 750 gallons too small. This may remain as is until the septic system is repaired or replaced.
- ✦ The alarm for the aerobic treatment unit is located in the basement. This may remain as is until the septic system is repaired or replaced.

The Petitioner has signed a supplemental agreement that states that the septic tank must be pumped and the septic system must be evaluated by an approved McLean County Health Department septic evaluator prior to January 10, 2025, and once every three years following. The Agreement provides that proof of tank pumping and evaluation will be submitted to the City of Bloomington.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as the lessee obtains a permit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

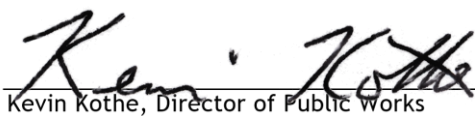
FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the current formula of \$0.15 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$777.96 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance - Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

12/27/2021


Chris Tomertin, Budget Manager

12/27/2021

George Boyle
George Boyle, Assistant Corporation Counsel

1/3/2022


Tara Henry, Legislative Assistant & Records Manager

1/5/2022

Attachments:

- PW 4B Current Lease_Hart to Craig C. Hart Revocable Trust
- PW 4C Property Manager Memo_Hart to Craig C. Hart Revocable Trust
- PW 4D Petition_Hart to Craig C. Hart Revocable Trust
- PW 4E Septic Information_Hart to Craig C. Hart Revocable Trust
- PW 4F Agreement_Hart to Craig C. Hart Revocable Trust
- PW 4G Supplemental Agreement_Hart to Craig C. Hart Revocable Trust
- PW 4H Location Map_Hart to Craig C. Hart Revocable Trust
- PW 4I Unrecorded Plat Map_Hart to Craig C. Hart Revocable Trust
- PW 4J Structure Map_Hart to Craig C. Hart Revocable Trust
- PW 4K Photograph_Hart to Craig C. Hart Revocable Trust

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 20th day of
December, 19 97 between the City
of Bloomington, a municipal corporation, of McLean County,
Illinois, hereinafter called "City," and
Craig C. Hart

(if more than one Lessee, cross out
2 of the following that do not apply) (as joint tenants) (as
tenants in common) (as tenants by the entirety) of
Hudson, County of McLean, State of
Illinois, hereinafter called "Lessee,"

W I T N E S S E T H

In consideration of the mutual covenants hereinafter
contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the
following described real estate owned by the City in the
vicinity of Lake Bloomington, Illinois as follows:

Lot 19&20 in Block 2 in Camp Kickapoo, according to
the private unrecorded plat of the ground belonging to the City located around
Lake Bloomington in Hudson and Money Creek Townships in McLean County,
Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing
(**cross out the one that does not apply**) (~~on the date of this Lease~~) (on January 1 following the
date of this Lease) and terminating on December 31, 2131, unless sooner terminated as
provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of
January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at
the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property,
including land and improvements, as determined by the Supervisor of Assessments of McLean
County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's
spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee
or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee

who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of ____¢ (\$.____) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee Name and Mailing Address

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

■ Craig C. Hart

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

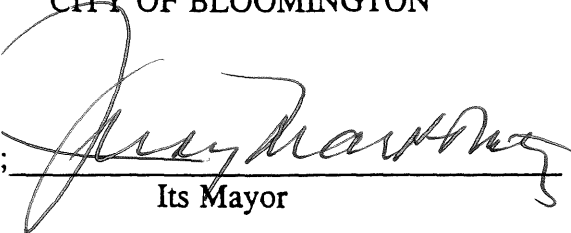
IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

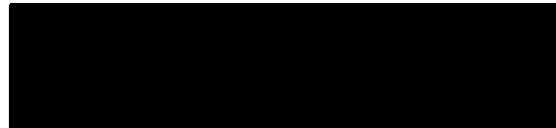
-Lessee-

CITY OF BLOOMINGTON

By;

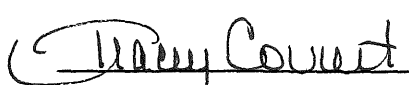


Its Mayor



Craig C. Hart

Attest:



MEMORANDUM

December 13, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lots 19 & 20, Block 2 in Camp Kickapoo Lake Lease Transfer

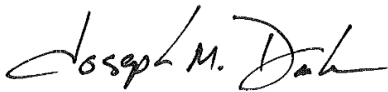
A Petition and Lake Lease Transfer request has been submitted for Lots 19 & 20, Block 2 in Camp Kickapoo, from Craig C. Hart to the petitioner, Craig C. Hart, Trustee of the Craig C. Hart Revocable Trust Dated July 16, 2021.

EAV for this property is \$194,490. The Lake Lease uses the current lake lease rate of \$0.15 per \$100.00 of EAV.

This petition will have a financial impact in that the current lease uses the current formula of \$0.15 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$777.96 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

Please feel free to contact me directly should you have any questions.

Sincerely,



Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email:jdarter@cityblm.org

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 19 & 20 Block 2 of Camp KICKAPOO

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: CRAIG C. HART

(Sellers Name)

To: CRAIG C. HART, TRUSTEE OF THE CRAIG C. HART REVOCABLE TRUST DATED JULY 16, 2021

(Buyers Name)

[Redacted Signature]

(Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes CRAIG C. HART, TRUSTEE OF THE CRAIG C. HART REVOCABLE TRUST DATED JULY 16, 2021 (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of CRAIG C. HART (Seller) In and

to the Lease made on the (Date) 12/26/1997 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) CRAIG C. HART

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

[Redacted Signature]

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 19 & 20
BLOCK 2 CAMP KICKAPOO, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) CRAIG C. HART in and to the premises known as Lot 19 & 20 Block 2 in Camp KICKAPOO, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of January, 2022.

_____, Mayor



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

August 24, 2021

Mr. Craig Hart
[REDACTED]

Re: Septic Permit #04-12104
Parcel #08-06-351-002
Lot 124, Lake Bloomington – Kickapoo Subdivision

Dear Mr. Hart:

On August 20, 2021, this department received a septic system evaluation report from Mr. Kenneth Koons, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on August 13, 2021 and the following deficiencies were noted:

- The septic tank is a minimum of 750 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The alarm for the aerobic treatment unit is located in the basement. This may remain as is until the septic system is repaired or replaced.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov/>
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.

Mr. Craig Hart
August 24, 2021
Page 2

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 2004 and is now approximately 17 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov/>

If you have any questions, please contact Ms. Samantha Odenthal, of this department, at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Kenneth Koons, Koons Construction, Inc.
Mr. Joe Darter, Water Department Property Manager

TJA:AC:du

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: Craig Hart
Address: [REDACTED]
Phone #: Day: 3 [REDACTED] Home: [REDACTED]

2. Requestor Information:

Name: Craig Hart
Address: [REDACTED]
Phone #: Day: 3 [REDACTED] Home: [REDACTED]

3. Property Information:

Parcel Number (Tax ID): (22) 08-06-351-002 Date Evaluation Performed: 8-13-21
Address of property evaluated: [REDACTED] Lot: Lot #124 - Kickapoo Sub-Lake Greenfield
Permit available from Health Dept.: Yes ☒ No ☐ Permit Number: 04-12104

4. Interview Information:

Person interviewed: Craig - owner Original owner: Yes ☐ No ☒
Age of home (years): Sept 2005 Intended for seasonal use: Yes ☐ No ☒
Date last occupied: current Number of occupants: 2
Has tank ever been pumped: Yes ☒ No ☐ If yes, how often: 2020

5. Interior Evaluation:

Number of bedrooms: 4 Garbage disposal: Yes ☒ No ☐
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒
Water softener discharges to: NONE Clothes washer discharges to: septic
Dishwasher discharges to: septic Hot tub discharges to: NONE
Basement plumbing fixtures:
a. (Basement) Full Bath Discharge locations:
b. Laundry Tub a. Sewage ejector to septic
c. A/C Condensate b. Sewage ejector to septic
d. [REDACTED] c. Floor drain to septic
Basement floor drains discharge to: sewage ejector to septic Garage floor drains discharge to: NONE
Sump pit/pump discharges to: Newer gravity flow to lake Downspouts discharge to: Side yard + 4' tile - (OK)

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☐	Yes	No
Depth of soil to top of tank: <u>12</u> inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface: ☒	☒	☐	Tank has access within 12" of ground surface: ☐	☐	☐
Size: <u>1250</u> gallons Type: <u>concrete</u>			Size: _____ gallons Type: _____		
Meets current code: <u>undersized by 750 gal</u> ☐	☐	☒	Meets current code: ☐	☐	☐
Tank lids in good condition: ☒	☒	☐	Tank lids in good condition: ☐	☐	☐
Inlet baffle in good condition: ☒	☒	☐	Inlet baffle in good condition: ☐	☐	☐
Evidence of solids on inlet baffle: ☐	☐	☒	Evidence of solids on inlet baffle: ☐	☐	☐
Outlet baffle in good condition: ☒	☒	☐	Outlet baffle in good condition: ☐	☐	☐
Evidence of solids on outlet baffle: ☐	☐	☒	Evidence of solids on outlet baffle: ☐	☐	☐
Water standing in outlet: ☐	☐	☒	Water standing in outlet: ☐	☐	☐
Water level below outlet: ☐	☐	☒	Water level below outlet: ☐	☐	☐
Tank needs to be pumped: <u>pumped 2020</u> ☐	☐	☒	Tank needs to be pumped: ☐	☐	☐
Outlet device/filter on tank: ☐	☐	☒	Outlet device/filter on tank: ☐	☐	☐
Type: _____			Type: _____		
Back flow into tank from system after pumping: ☐	☐	☒	Back flow into tank from system after pumping: ☐	☐	☐
Yes ☐ No ☒ N/A ☐			Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☒

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

Meets current code sizing requirements: ☐

Seepage standing on ground surface: ☐

Lush vegetation or saturated soil on or near seepage field area: ☐

Evidence that water has ponded over seepage field or the soil is saturated: ☐

Solids or "carry over" material present in the rock or bedding material: ☐

Depth of water in trench: _____ inches

Yes No

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes No

☐ ☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

Meets current code sizing requirements: ☐

Seepage standing on ground surface: ☐

Lush vegetation or saturated soil on or near seepage bed area: ☐

Evidence water has ponded over seepage bed or is soil saturated: ☐

Solids or "carry over" material present in the rock or bedding material: ☐

Depth of water in the bed: _____ inches

Yes No

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 12"-24" inches

Square feet of sand filter: 408 square feet

Yes No

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

☐ ☒

Meets current code sizing requirements:

☒ ☐ Aerator 1/2 size

Seepage standing on ground surface over filter:

☐ ☒

Lush vegetation on or near sand filter:

☐ ☒

Evidence if water has ponded over sand filter:

☐ ☒

Sand filter vented as required:

☒ ☐

Vent in good repair:

☒ ☐

Chlorinator with screw on cap present:

☒ ☐

Chlorinator tube with corrosion resistant handle present:

☒ ☐

Evidence of chlorination:

☒ ☐

Evidence of restricted flow in chlorinator:

☐ ☒

Sample port with screw on cap present:

☒ ☐

Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.) 50' rock trench to Lake

F. PUMP OR LIFT STATION -- This Section N/A ☒

Yes No

Pump chamber an approved design:

☐ ☐

Chamber volume 1.5 times the daily flow:

☐ ☐

Is there a dual pump:

☐ ☐

Alarm present:

☐ ☐

Alarm location: _____

Alarm properly working with audio and visual functions:

☐ ☐

G. AEROBIC UNIT -- This Section N/A ☐

Manufacturer: Multi Flo

Model number: FTB 0.6 - 3908

Size of unit: 600 gallons

Yes No

Pump running at time of inspection:

☒ ☐

Current maintenance contract in place:

☒ ☐

Who is maintenance contract with: Lidwell yearly

Alarm present:

☒ ☐

Alarm location: Basement

Alarm properly working with audio and visual functions:

☒ ☐

Unit discharges to: Seepage field ☐ Seepage bed ☒ Sand filter ☐ Other: _____

If other, what method of chlorination is used: Chlorinator + Contact Tank

Chlorinator with screw on cap present:

☒ ☐

Chlorinator tube with corrosion resistant handle present:

☒ ☐

Evidence of chlorination:

☒ ☐

Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.) 50' Rock Trench to Lake Blanningford

Not Attached

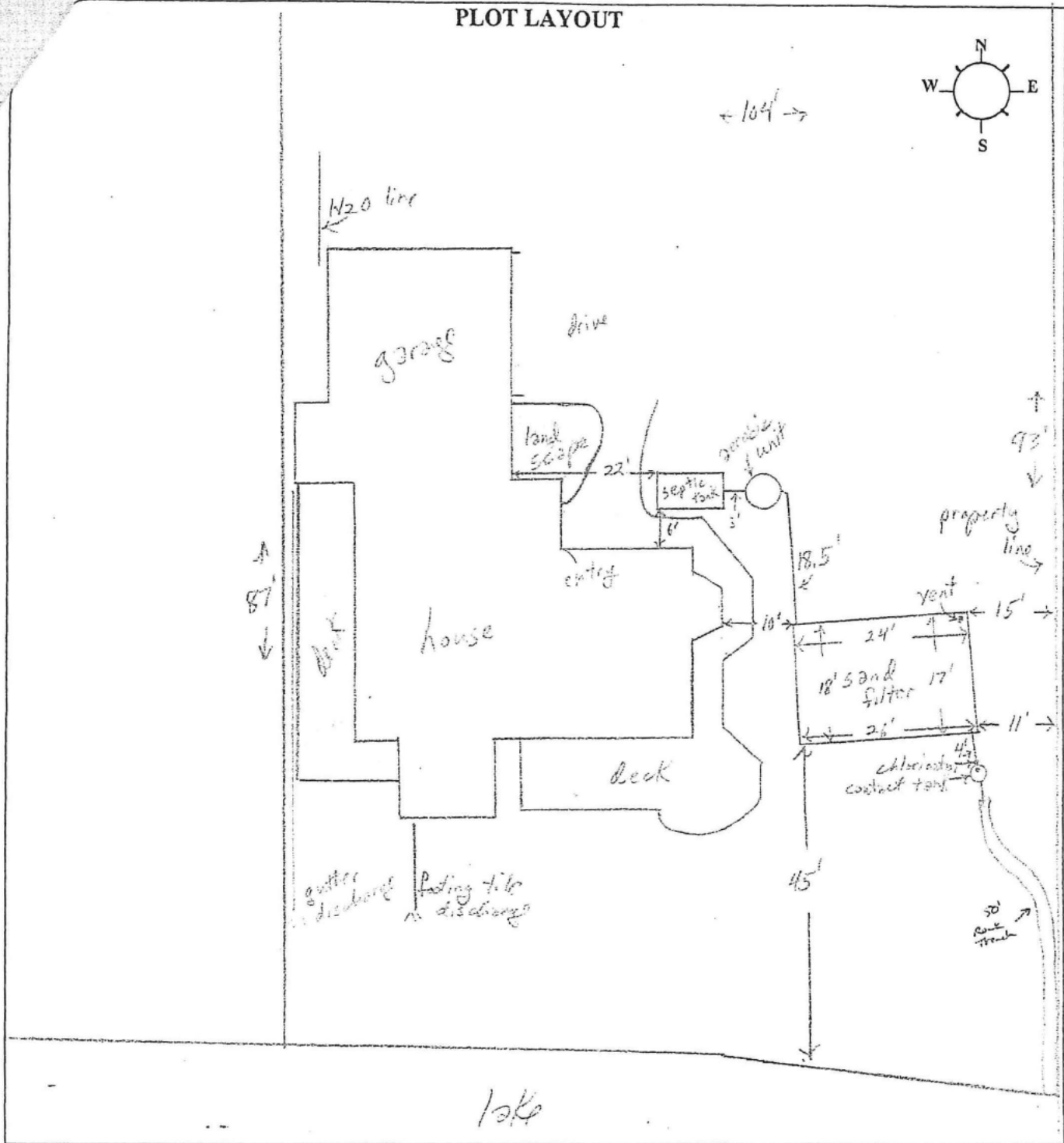
Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☒		*Geothermal unit to: N/A ☒		*Building to:	
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: <u>6'</u> feet	Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: <u>10'</u> feet	Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: <u>45'</u> feet	Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: <u>55'</u> feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Geothermal unit: _____ feet	Geothermal unit: _____ feet	Geothermal unit: _____ feet	Geothermal unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet	Aerobic unit: _____ feet	Aerobic unit: <u>12'</u> feet	Aerobic unit: _____ feet	Aerobic unit: _____ feet	Aerobic unit: _____ feet
*Water line to:		*Body of water to: N/A ☐			
Septic tank: <u>45'</u> feet	Septic tank: <u>85'</u> feet				
Seepage system: _____ feet	Seepage system: _____ feet				
Sand filter: <u>68'</u> feet	Sand filter: <u>45'</u> feet				
Effluent tile: <u>90'</u> feet	Effluent tile: <u>50'</u> feet				
Effluent discharge: <u>96'</u> feet	Effluent discharge: <u>50'</u> feet				
Aerobic unit: <u>58'</u> feet	Aerobic unit: <u>85'</u> feet				

PLOT LAYOUT



FOR OFFICE USE ONLY

1. Permit # 04-12104
 2. Owner Craig Hort
 3. Installer Kevin Yergler
 4. Tank Mfg. existing Size 1250

5. Sq. Ft. of Field/S.F. 408'
 6. Inspection Date 1-27-05
 7. Inspector J. J. F. F.

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

I, Kenneth D. Lewis, inspected the septic system at 18305 Pickapoo Lane on 8-13-21. On the day of inspection everything was operating properly at this time. All discharges to correct locations. House showed 4 bedrooms w/ garbage disposal. Septic tank baffles & levels looked good. 750 gallons too small but followed by a 600 gallon Multi-Flow Aerator. Aerator operation looked good - recommended a bacteria booster or cleaning of socks. Maintenance contract in place - yearly. Sand Filter probed 3x All dry & clean. Chlorination in place. Discharge looked OK. All distances OK. Owner stated Tank pumped in 2020.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Kenneth D. Lewis

Inspector Name (print)



Signature

8-18-21

Date

McLEAN COUNTY HEALTH DEPARTMENT
200 W. Front Street
Bloomington, Illinois 61701
Telephone (309) 888-5482
Fax (309) 888-5506

FINAL APPROVAL OF SEWAGE DISPOSAL SYSTEM INSTALLATION

Permit Number: 04-12104
Applicant: Craig Hart
Present Address: [REDACTED]
Phone Number: Daytime: [REDACTED] Home: Same
Location of Proposed System: Parcel No. (22) 08-06-351-002 Lot 124, Lake Blm. - Kickapoo
Township: Money Creek
Installer: Kevin Yergler
System installed: Sand Filter, Aerobic Unit
Permit Issue Date: 1/27/2005

LM
TRP

Inspected by: *A. J. Felt* (Sanitarian) Date: 8-23-05

The inspection and approval of your private sewage disposal system is in no way to be considered a written guarantee that the system will give indefinite and trouble-free service. This statement is made because (1) layout and sizing of the system was based upon information submitted by the applicant and the installer and (2) the Health Department has no control over day-to-day operation of the system.

As the property owner you are now responsible for the day-to-day operation of your private sewage disposal system. In order to prolong the usefulness and life expectancy of the system, the following points shall be noted:

1. The septic tank should be pumped every 3 to 5 years to protect the seepage field or sand filter from premature clogging with sludge and solids.
2. The use of excessive amounts of detergents, chemicals and water in general, which will accelerate soil clogging and seepage field or sand filter failure, should be restricted.
3. Buried sand filters shall be chlorinated in accordance with the Code.
4. The following additional waste loads shall not be added onto the system without first providing for the necessary system enlargement:
 - a. Garbage disposal units.
 - b. Increase in the number of persons beyond two per bedroom using the system.
 - c. Increase in the number of bedrooms or rooms such as dens, studies, etc., having closet space that could easily be converted into a bedroom.

If you have any questions regarding this permit, please contact this department at the telephone number listed on the first page heading.

☐ Applicant's Completed Copy
☐ Zoning's Completed Copy
☐ Installer's Completed Copy
☒ Health Department's Completed Copy

2004

McLean County Health Department

200 West Front Street, Room 204

Bloomington, IL 61701

(309) 888-5482

Replaces 72-7264

For Office Use

Permit # 04-12104

Parcel # (22) 08-06-351-002

Installer Kevin Yergler

Approval Date 1-27-05 ITC # 2

APPLICATION FOR PERMIT TO CONSTRUCT A PRIVATE SEWAGE DISPOSAL SYSTEM

Daytime Ph. [REDACTED]

1. Name (Owner): Craig Hart Home Ph. [REDACTED]

2. Present Mailing Address: [REDACTED]

3. This application is for a: New House _____ Existing House X

4. Property Address, Lot Number and Subdivision of Proposed System: Lot 14+20
Block 2 K 124 Lake Bloomington Lot 124 Lake BLM, -Kickapoo

5. Check the following to be installed: X Septic Tank(s) _____ Seepage Field
X Sand Filter _____ Other aerobic unit
(Specify)

6. The house will have a garbage disposal: Yes X No _____

7. Number of Bedrooms: 4 Please Note: Any room(s) planned for use as a den, study, etc., having a closet and can be readily converted into a bedroom, must be classified as a bedroom. C/H

Homeowner's Initials

TABLE OF MINIMUM SEPTIC TANK LIQUID CAPACITY REQUIREMENTS

Number of Bedrooms	Without a Garbage Disposal	With a Garbage Disposal
1 or 2	750 gal.	1125 gal.
3	1000 gal.	1500 gal.
<u>4</u>	1250 gal.	2000 gal.
5	1500 gal.	2200 gal.

8. Liquid capacity of septic tank(s) to be installed (based upon above table).

500 gal. multi #6 gal.

9. Site evaluated using: Percolation Tests X Soil Borings _____

Existing 1250 TANK

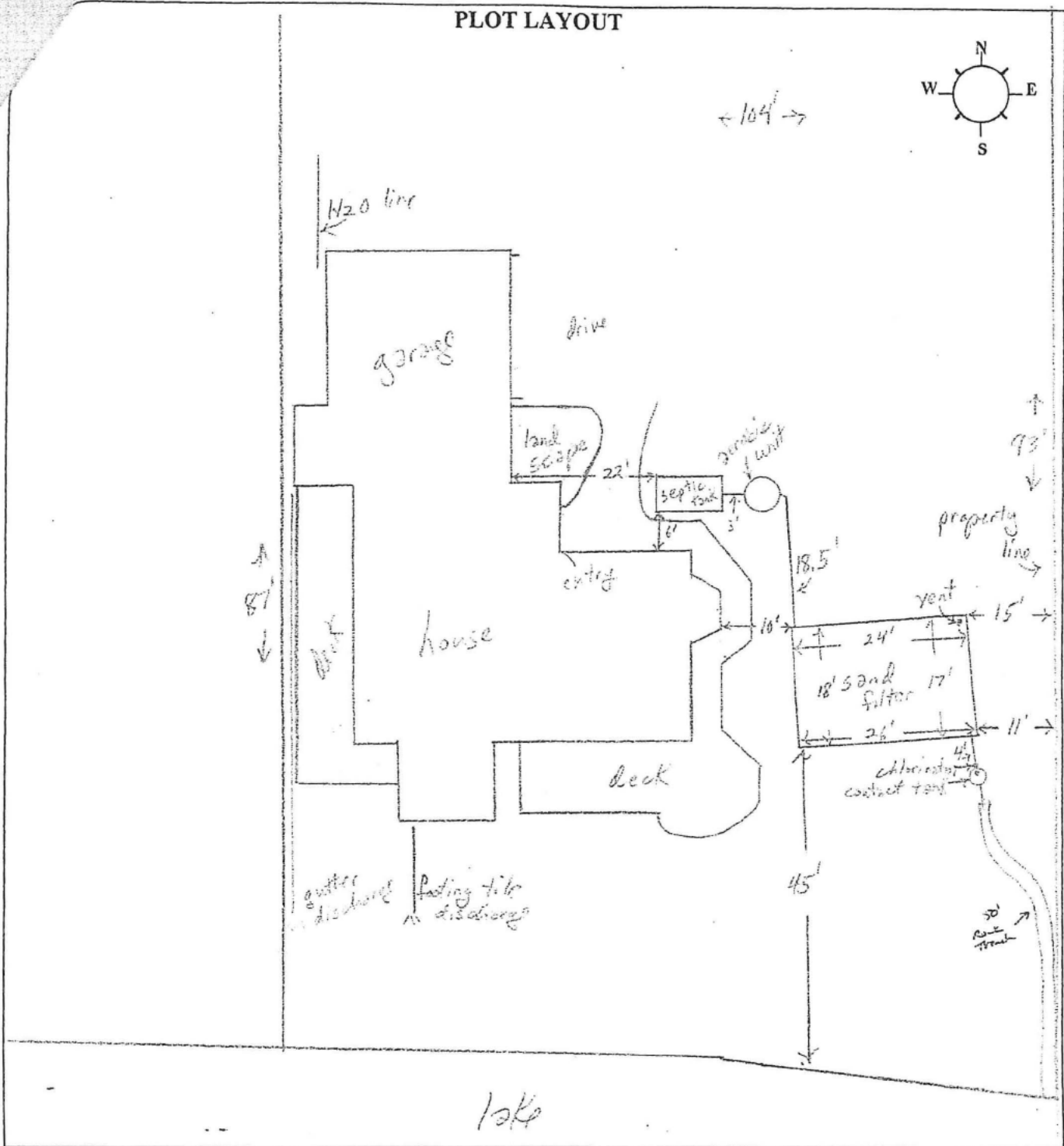
TABLE OF MINIMUM SEEPAGE FIELD AND SAND FILTER REQUIREMENTS

Percolation Test Results (Highest Rate from Page 2)	Percolation Test Rate	Sq. Ft. of Seepage Field per Bedroom	Soil Investigation Results (see attached copy)	Application Rate (GPD)/Sq. Ft.	Sq. Ft. of Seepage Field per Bedroom
<u>Failed</u>	18 – 60	200		1.00	200
	61 – 90	210		0.91	220
	91 – 120	235		0.84	240
	121 – 150	265		0.75	265
	151 – 180	290		0.69	290
	181 – 240	320		0.62	325
	----- Marginal Soils Range -----			----- Marginal Soils Range -----	
	241 – 300	350		0.52	385
	301 – 360	385		0.45	445

SAND FILTER - 200 Square Feet per Bedroom

10. Multiply 100 X 4 = 400
Square feet of seepage field or sand filter required per bedroom Number of bedrooms Total Sq. Ft. Required

PLOT LAYOUT



FOR OFFICE USE ONLY

1. Permit # 04-12104
 2. Owner Craig Hart
 3. Installer Kevin Yergler
 4. Tank Mfg. existing Size 1250

5. Sq. Ft. of Field/S.F. 408'
 6. Inspection Date 1-27-05
 7. Inspector A.J. F. Hobbs

ER Craig Hart INSTALLER Kevin Yeraber PERMIT # 04-12104

ER Craig Hart INSTALLER Kevin Yeraber PERMIT # 04-12104

YES NO

10. Does the number of bedrooms correspond to the number on application?

1. Is an approved 4" material used?
2. Is the minimum distance requirement of 5' met?
3. Are all of the joints properly sealed?
4. Proper slope? (1/8"/ft. minimum)
5. Are there any joints above areas of overdig?
6. Was a cleanout installed?

1. a. Tank Mfg. existing b. Size(s) 1250 c. Tank level? existing
2. Is the inlet line properly placed in the inlet hole? h g
3. Is the outlet line properly placed in the outlet hole? h g
4. Are the baffles of approved design and in good repair? (e.g. gas deflection) h g
5. Depth from tank top to ground surface 12"? h g
6. Are risers provided? h g
7. Is the tank access port within 12" of the ground surface? h g

1. Are approved materials used for the line? (NOTE: The first 5' must be SCH 40 or equivalent and 4" in diameter.) X

2. Does the line have the proper slope? (7" drop minimum) X

3. Is there 5' of undisturbed earth between tank and trench? X

1. Does the number of sq. ft. equal or exceed the required amount?

2. Is the disposal field "level"? _____
3. Is the width of the trenches acceptable? (3' Max.) Width _____
4. Is the depth of the trenches acceptable in relation to the depth
of the system as proposed by the installer? _____
5. Is an approved type of rock used? (3/4" - 4") _____
6. Is an approved material used for the seepage line? _____
7. Are the holes in the pipes large enough (1/2" - 3/4")
and the pipes properly installed? _____
8. Is the depth of the rock correct? _____
9. Is the gravel properly covered with approved material? _____
10. Are the lines "tied" together? _____
11. Is the field at least 10' from the building? _____
12. Is the field at least 5' from the property line? _____
13. Is the system installed where the percs or borings were done? _____

YES

F. Water Supply

1. Is the well or cistern 50' from the tank and 75' from the field bed or sand filter? X
2. Is the water line 10'+ (suction 50') from the sewer line and the tank? X
3. Is the water line 25'+ (suction 75') from the field bed or sand filter? X

G. Miscellaneous

1. Are neighboring wells and cisterns 75' or more from the system? X
2. Are the downspouts directed away from the system? X
3. Have the proper materials been used under driveway areas? NH
4. Are all distances indicated on the layout drawing (tiles)? X
5. Is the installer present? X
6. Was a transit or a laser used for checking the system? X
7. Are any drainage or landscaping problems evident? X
8. If a pump was needed, has an approved alarm been installed? X

H. Serial Distribution

1. Does the line from the tank to the field have proper slope (7" min.)? 1
2. Is the line from the tank to the field installed on 5' of undisturbed earth? 1
3. Is the overflow at least 1" lower than the tank outlet? 1
4. Is a solid line used for the stepdown? 1
5. Is the stepdown line built on 6' of undisturbed earth? 1
6. Is 6" of earth cover used over the trenches? 1
7. Is the invert of the overflow level with or higher than the top of the bedding material? 1

I. Sand Filter

1. Does the number of sq. ft. equal or exceed the required amount? 408
2. Is an approved material used for the collection line? X
3. Are the proper number of collection lines installed? Number 2
4. Do all collection lines have the proper amount of slope? (3"/50') X
5. Are all collection lines installed on 2" of rock? X
6. Source of filter sand Rowe - Agnew
7. Method of evaluating filter sand? on site
8. Are approved materials used for the distribution lines? X
9. Are the holes in the pipes large enough (1/2" - 3/4") and the pipes properly installed? X
10. Are the proper number of distribution lines installed? Number 6
11. Are the distribution lines on 3' centers and 1 1/2' from side walls? X
12. Are the distribution lines level? X
13. Is the top layer of gravel properly covered with approved material? X
14. Will 12" min. of earth cover be used over the filter bed? Depth 3'
15. Is the sand filter at least 5' from the property line? X
16. Is the chlorinator of an approved design and properly installed? X
17. Is an approved 4" screened vent pipe installed? X
18. Is the chlorine contact tank of approved design and capacity (30 gal. min.)? X
19. Is a 4" sampling port provided on the chlorine contact tank? X
20. Where does the chlorine contact tank drain? to rear trench
21. Does the effluent discharge meet the requirements of section 905.110(a)? X

Comments: Does not have an acre of landFaulch

Sanitarian

1-27-05

Date

J. Kline & 444

Installer

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2022

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and CRAIG C. HART,

TRUSTEE OF THE CRAIG C. HART REVOCABLE TRUST DATED JULY 16, 2021

(if more than one Lessee, cross out 2 of the following that do not apply) ~~(as joint tenants)~~ ~~(as tenants in common)~~ ~~(as tenants by the entirety)~~ of , HUDSON _____, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 19 & 20 in Block 2 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. PIN: 08-06-351-002

2. TERM OF LEASE. The term of this Lease shall be for a term commencing **(cross out the one that does not apply)** (on the date of this Lease) ~~(on January 1 following the date of this Lease)~~ and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

CRAIG C. HART

TRUSTEE OF THE CRAIG C. HART REVOCABLE TRUST DATED JULY 16, 2021

Lessee Billing Address

CRAIG C. HART

TRUSTEE OF THE CRAIG C. HART REVOCABLE TRUST DATED JULY 16, 2021

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

SUPPLEMENTAL LEASE AGREEMENT

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Craig C. Hart, Trustee of the Craig C. Hart Revocable Trust Dated July 16, 2021, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lots 19 & 20 in Block 2 in Camp Kickapoo and enforceable under the terms of said lease.

WHEREAS, on August 20, 2021, the McLean County Health Department received a septic system evaluation regarding the above-mentioned property, attached hereto and labeled Exhibit A, noting several deficiencies in the septic system; and,

WHEREAS, in consideration for the City of Bloomington entering into a lease agreement with lessees, lessees agree to perform the actions set forth in this agreement.

Now, therefore, the parties agree as follows:

1. Current Septic System Condition
 - a. The septic tank is a minimum of 750 gallons too small. This may remain as is until the septic system is repaired or replaced.
 - b. The alarm for the aerobic treatment unit is located in the basement. This may remain as is until the septic system is repaired or replaced.
2. Lessees shall maintain chlorine in the chlorinator at all times.
3. If the existing system fails or needs to be replaced, lessees shall install within 90 days, a new septic system upon the leased premises that meets all codes and regulations of all government agencies with jurisdiction over the premises.
4. Prior to any construction or demolition activity upon the premises including, included but not limited to, residential construction, septic system installation or maintenance, all adversely affected trees must be assessed according to the City of Bloomington tree assessment policy and payment made to the City for the assessed value of the affected trees. A copy of the City of Bloomington tree assessment policy has been provided to the lessees.
5. Any construction project occurring on the premises must comply with all codes and regulations of all governmental agencies having jurisdiction over the premises in effect at the time of construction.
6. Septic tank(s) are to be pumped no later than January 10, 2025, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
7. Septic system shall be evaluated by a McLean County Health Department approved septic evaluator no later than January 10, 2025, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
8. This supplemental lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as if fully set forth in the terms of the lease. Failure to comply with the terms of this agreement will be construed as a failure to comply with the terms of the lease and may be considered a breach of said lease.



115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

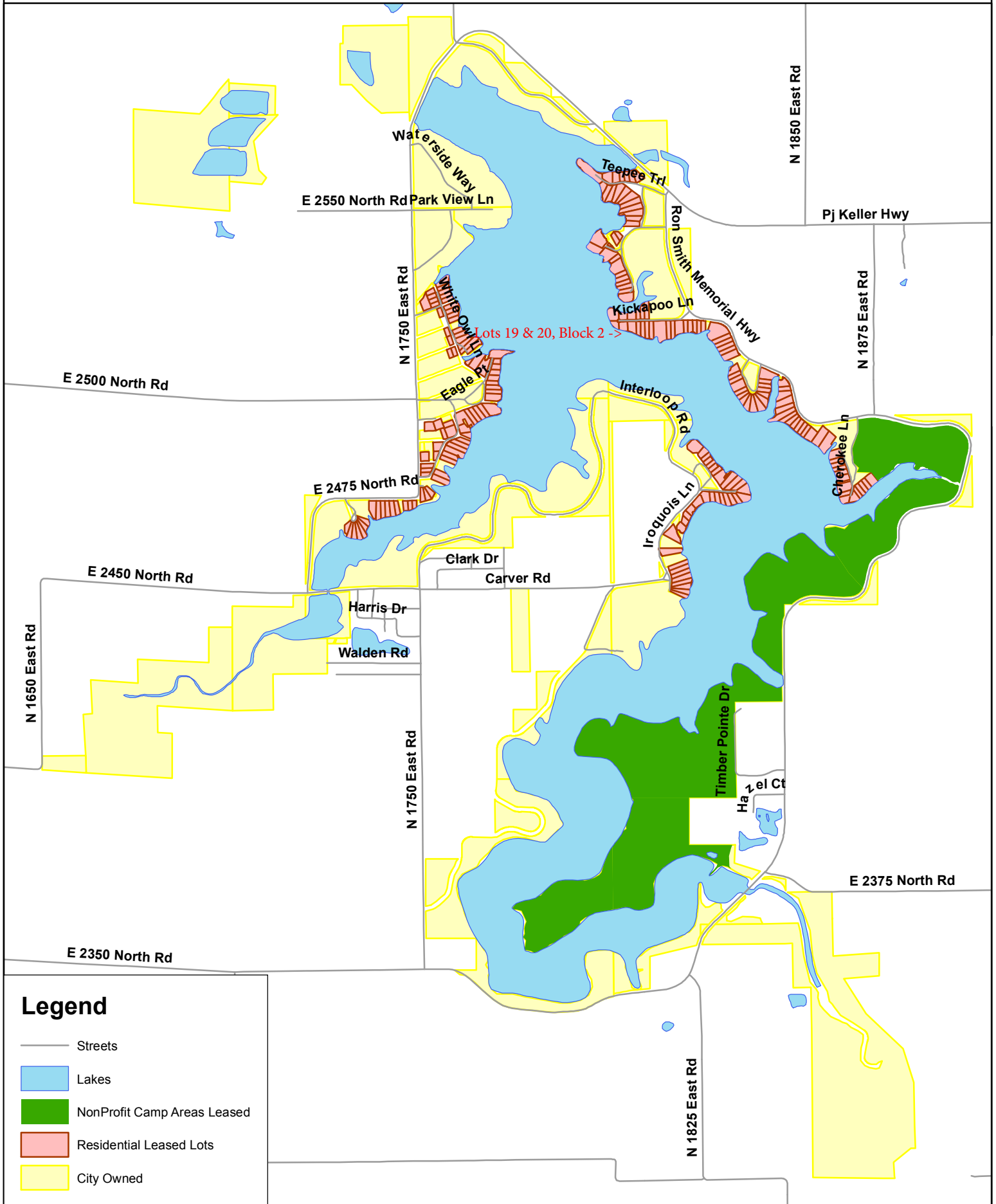
ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES: _____
[Redacted Signature]
_____ Craig C. Hart, Lessee
Trustee of the Craig C. Hart Revocable Trust Dated July 16, 2021

Lake Bloomington Lease Map



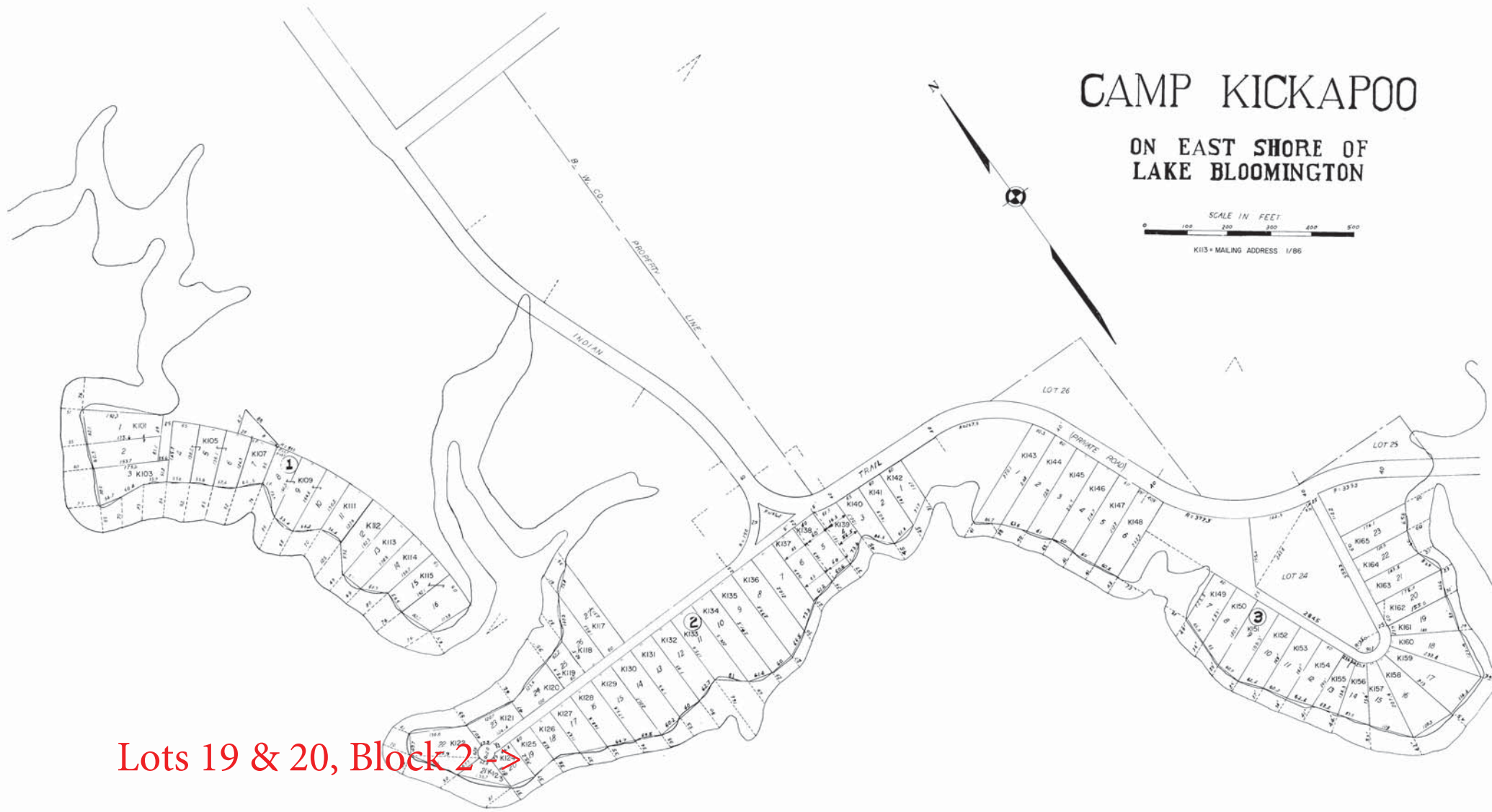
0 1,000 2,000
Feet
Date: 4/23/2021



CAMP KICKAPOO

ON EAST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400 500
K113 MAILING ADDRESS 1/86

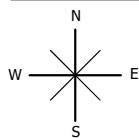


Lots 19 & 20, Block 2 >

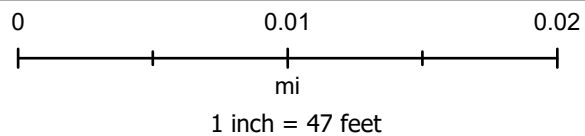
RETRACED ON JULY 23, 1973 FROM A PRINT OF A TRACING MADE AUGUST 20, 1943 OF THE ORIGINAL PLAT.
(NO DATE AVAILABLE FOR THE ORIGINAL)

CAMP KICKAPOO LAKE BLOOMINGTON			
CITY OF BLOOMINGTON, ILLINOIS 61701			
OFFICE OF THE CITY ENGINEER			
PLAT SCALE	VERT. SCALE	FILE NO.	
REU	7/23/73	LB-1	
REU	7/23/73	SHT. 1 OF 1	

Lots 19 & 20, Block 2 Camp Kickapoo Structure Map



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.







CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: January 10, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 2 in Block 2 in Camp Iroquois, from Janet Wiser to the petitioner, The Wiser Family Trust Dated October 26, 2021, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer, Petition, and Supplemental Agreement 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 is recommending the approval of a Petition for a Lake Bloomington Lot Transfer and Supplemental Lease Agreement for Lot 2 in Block 2 in Camp Iroquois, from Janet Wiser to the petitioner, The Wiser Family Trust Dated October 26, 2021. Lot 2 in Block 2 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on October 30, 2021, and found the septic tank to be a minimum of 200 gallons too small and that the sand filter was 199 square feet too small. County Health Department regulations provide that the system may remain this size until it is repaired or replaced.

The Petitioner has signed a supplemental agreement that states that the septic tank must be pumped, and the septic system must be evaluated by an approved McLean County Health Department septic evaluator prior to January 10, 2025, and once every three years following. The Agreement also provides that proof of tank pumping and evaluation will be submitted to the City of Bloomington.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as the lessee obtains a permit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized

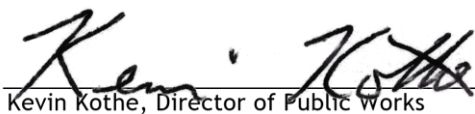
Assessed Value, this lease will generate approximately \$1,218.84 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance - Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

12/27/2021



Chris Tomertin, Budget Manager

12/27/2021



George Boyle, Assistant Corporation Counsel

1/3/2022



Tara Henry, Legislative Assistant & Records Manager

1/6/2022

Attachments:

- PW 5B Current Lease_Wiser to Wiser Family Trust
- PW 5C Property Manager Memo_Wiser to Wiser Family Trust
- PW 5D Petition_Wiser to Wiser Family Trust
- PW 5E Septic Information_Wiser to Wiser Family Trust
- PW 5F Agreement_Wiser to Wiser Family Trust
- PW 5G Supplemental Agreement_Wiser to Wiser Family Trust
- PW 5H Location Map_Wiser to Wiser Family Trust
- PW 5I Unrecorded Plat Map_Wiser to Wiser Family Trust
- PW 5J Structure Map_Wiser to Wiser Family Trust
- PW 5K Photograph_Wiser to Wiser Family Trust

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 9th day of November, 2015

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and (Buyers Name)

JANET WISER (as joint tenants) (as tenants in common) (as tenants by the entirety) of **Bloomington**, County of **McLean**, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 2 in Block 2 in Camp **Iroquois** according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

P.I.N. # (22) 08-07-102-010

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (on the date of this Lease) (~~on January 1 following the date of this Lease~~) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will

remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) ~~If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CORSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

CITY
City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address (at Lake)

Janet Wiser

Lessee Billing Address (primary mailing address)

Janet Wiser

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

-Lessee-

By:

Its Mayor

Tari Renner
Tari Renner

Janet Wiser
Janet Wiser

Attest:

Cherry Wisniewski
City Clerk
Cheryl Wisniewski
City Deputy Clerk

MEMORANDUM

December 15, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 2, Block 2 in Camp Iroquois Lake Lease Transfer

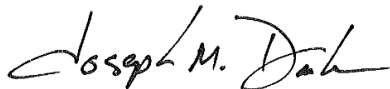
A Petition and Lake Lease Transfer request has been submitted for Lot 2, Block 2 in Camp Iroquois, from Janet Wiser to the petitioner, The Wiser Family Trust Dated October 26, 2021, Herbert R. Wiser, Trustee.

EAV for this property is \$304,710. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$1,218.84 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

Please feel free to contact me directly should you have any questions.

Sincerely,



Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email: jdarter@cityblm.org



Lake Bloomington Lease Transfer Petition

That the purchase price and rentals having been paid to the City of Bloomington for:

LOT: 2 BLOCK 2 of Camp Iroquois

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer the Lease on the above property;

From: (please print) Janet Wiser (Seller Name)

To: (please print) The Wiser Family Trust dated October 26, 2021 (Buyer Name)

Signatures of Sellers

Janet Wiser

Signatures of Sellers

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes (please print) The Wiser Family Trust dated October 26, 2021 (Buyer) and

respectfully shows that He/She/They became the purchaser of all right, title, and interests of

Janet Wiser

(Seller) In and to the Lease made on the

(Date) November 9, 2015 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) Janet Wiser has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign, or transfer said premises without the written consent of the Lessor.

Petitioner therefor prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

Signature of Buyer

Janet L. Patterson Wiser as Trustee of the Wiser Family Trust dated October 26, 2021

Signature of Buyer

Herbert R. Wiser as Trustee of the Wiser Family Trust dated October 26, 2021



WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 2 BLOCK 2 CAMP Iroquois,
OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Janet Wiser, in and to the premises known as LOT 2 BLOCK 2 in Camp Iroquois, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

, Mayor



OFFICE COPY

McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

November 5, 2021

Mr. Herbert Wiser

Re: Septic Permit #97-9978
Parcel #08-07-102-010
Lot 127, Lake Bloomington - Iroquois Subdivision

Dear Mr. Wiser:

On November 2, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on October 30, 2021 and the following deficiencies were noted:

- The septic tank is a minimum of 200 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- The sand filter is a minimum of 199 square feet too small. This may remain as is until the septic system is repaired or replaced.
- Sod has been installed over the effluent receiving trench. This must be corrected.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov/>
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.

Mr. Herbert Wiser
November 5, 2021
Page 2

3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 1997 and is now approximately 24 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov/>

Please contact Ms. Samantha Odenthal, of this department at (309) 888-5482, within ten days of the date of this letter, to discuss the options available to you to bring the property into compliance with code requirements.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager

For Office Use Only

Date Received: 11-2-21

1

Environmental Health

NOV 03 2021

○

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 20 inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: 2000 gallons Type:			Size: _____ gallons Type:		
Meets current code:	☐	☒	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☒	☐	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☒

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage field area:

Evidence that water has ponded over seepage field or the soil is saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in trench : _____ inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage bed area:

Evidence water has ponded over seepage bed or is soil saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in bed : _____ inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 28 inches

Square feet of sand filter: 801 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☒
Meets current code sizing requirements:	☐	☒
Seepage standing on ground surface over filter:	☐	☒
Lush vegetation on or near sand filter:	☐	☒
Evidence if water has ponded over sand filter:	☐	☒
Sand filter vented as required:	☒	☐
Vent in good repair:	☒	☐
Chlorinator with screw on cap present:	☒	☐
Chlorinator tube with corrosion resistant handle present:	☒	☐
Evidence of chlorination:	☒	☐
Evidence of restricted flow in chlorinator:	☐	☒
Sample port with screw on cap present:	☒	☐
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):</i>		
<u>rock trench</u>		

F. PUMP OR LIFT STATION -- This Section N/A ☒

	Yes	No
Pump chamber an approved design:	☐	☐
Chamber volume 1.5 times the daily flow:	☐	☐
Is there a dual pump:	☐	☐
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐
Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):</i>		

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☐	*Geothermal unit to: N/A ☐	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A ☐	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

Comments:

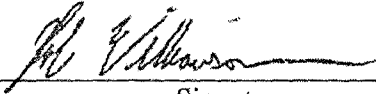
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tank should be pumped now and regularly as needed in the future. This septic system was sized for a four bedroom house. There are now five bedrooms in the house so the tank and sand filter are both undersized. The rock trench has been covered up with sod. This septic system appears to be functioning at this time.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)



Signature

11-02-21

Date

Joe Darter

From: Herb Wiser [REDACTED]
Sent: Tuesday, December 7, 2021 12:20 PM
To: Joe Darter
Subject: Rock over septic trench compliance.

Dear Joe,

The landscaping company has been out and has removed the dirt over the top of the rock that was covered with sod leading out toward the lake. They have put a layer of rock then throughout this trench to be above grade of the sod. The rock was also laid all the way out to the edge of the seawall underneath my boardwalk. The total length is 50 feet and at least 2 feet wide. Attached are photos of the work including the rock underneath my boardwalk. With your permission I would like to put the boards back on the boardwalk. But before I did that I wanted to make sure you didn't need to come out and actually look at it.

Thank you.

Herb and Janet Wiser







Sent from my iPhone

McBRAYER SANITARY SERVICE, LLC

Septic tank pumping and Grease trap
29362 East 1300 North Rd. Ellsworth, IL 61737
(309) 724-8417 | (309) 261-6076 | (309) 533-9812
www.mcbrayersanitaryserviceilc.com
Licensed by State & County

pd 11/2 Check # 9153

Invoice For *Herbert Wiser*

Issue Date *11-2-21*



Description	Amount
<i>Septic tank pumped</i>	<i>235.00</i>

Subtotal
Amount Due *235.00*

Notes

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2022

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and The Wiser Family Trust dated October 26, 2021

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 2 in Block 2 in Camp Iroquois according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (~~on January 1 following the date of this Lease~~) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:
 - 1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
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6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

The Wiser Family Trust dated October 26, 2021

[REDACTED]

Lessee Billing Address

The Wiser Family Trust dated October 26, 2021

[REDACTED]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

-Lessee-

[REDACTED]

Janet L. Patterson Wiser as Trustee of the Wiser Family Trust dated October 26, 2021

[REDACTED]

Herbert R. Wiser as Trustee of the Wiser Family Trust dated October 26, 2021

SUPPLEMENTAL LEASE AGREEMENT

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and The Wiser Family Trust Dated October 26, 2021, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 2 in Block 2 in Camp Iroquois and enforceable under the terms of said lease.

WHEREAS, on November 2, 2021, the McLean County Health Department received a septic system evaluation regarding the above-mentioned property, attached hereto and labeled Exhibit A, noting several deficiencies in the septic system; and,

WHEREAS, in consideration for the City of Bloomington entering into a lease agreement with lessees, lessees agree to perform the actions set forth in this agreement.

WHEREAS, the McLean County Health Department found the septic system to be in the following condition:

- A. The septic tank is a minimum of 200 gallons too small. This may remain as is until the septic system is repaired or replaced.
- B. The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- C. The sand filter is a minimum of 199 square feet too small. This may remain as is until the septic system is repaired or replaced.
- D. Sod has been installed over the effluent receiving trench. This must be corrected.

Now, therefore, the parties agree as follows:

- 1. The septic tank was pumped on November 2, 2021
- 2. The sod was removed, and new rock was installed for the effluent receiving trench.
- 3. If the existing system fails or needs to be replaced, lessees shall install within 90 days, a new septic system upon the leased premises that meets all codes and regulations of all government agencies with jurisdiction over the premises.
- 4. Prior to any construction or demolition activity upon the premises including, included but not limited to, residential construction, septic system installation or maintenance, all adversely affected trees must be assessed according to the City of Bloomington tree assessment policy and payment made to the City for the assessed value of the affected trees. A copy of the City of Bloomington tree assessment policy has been provided to the lessees.
- 5. Any construction project occurring on the premises must comply with all codes and regulations of all governmental agencies having jurisdiction over the premises in effect at the time of construction.
- 6. Septic tank(s) are to be pumped no later than January 10, 2025, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.



115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

7. Septic system shall be evaluated by a McLean County Health Department approved septic evaluator no later than January 10, 2025, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
8. This supplemental lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as if fully set forth in the terms of the lease. Failure to comply with the terms of this agreement will be construed as a failure to comply with the terms of the lease and may be considered a breach of said lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES: _____
[Redacted Signature]
Herbert R. Wiser, Lessee
Trustee of the Wiser Family Trust Dated October 26, 2021

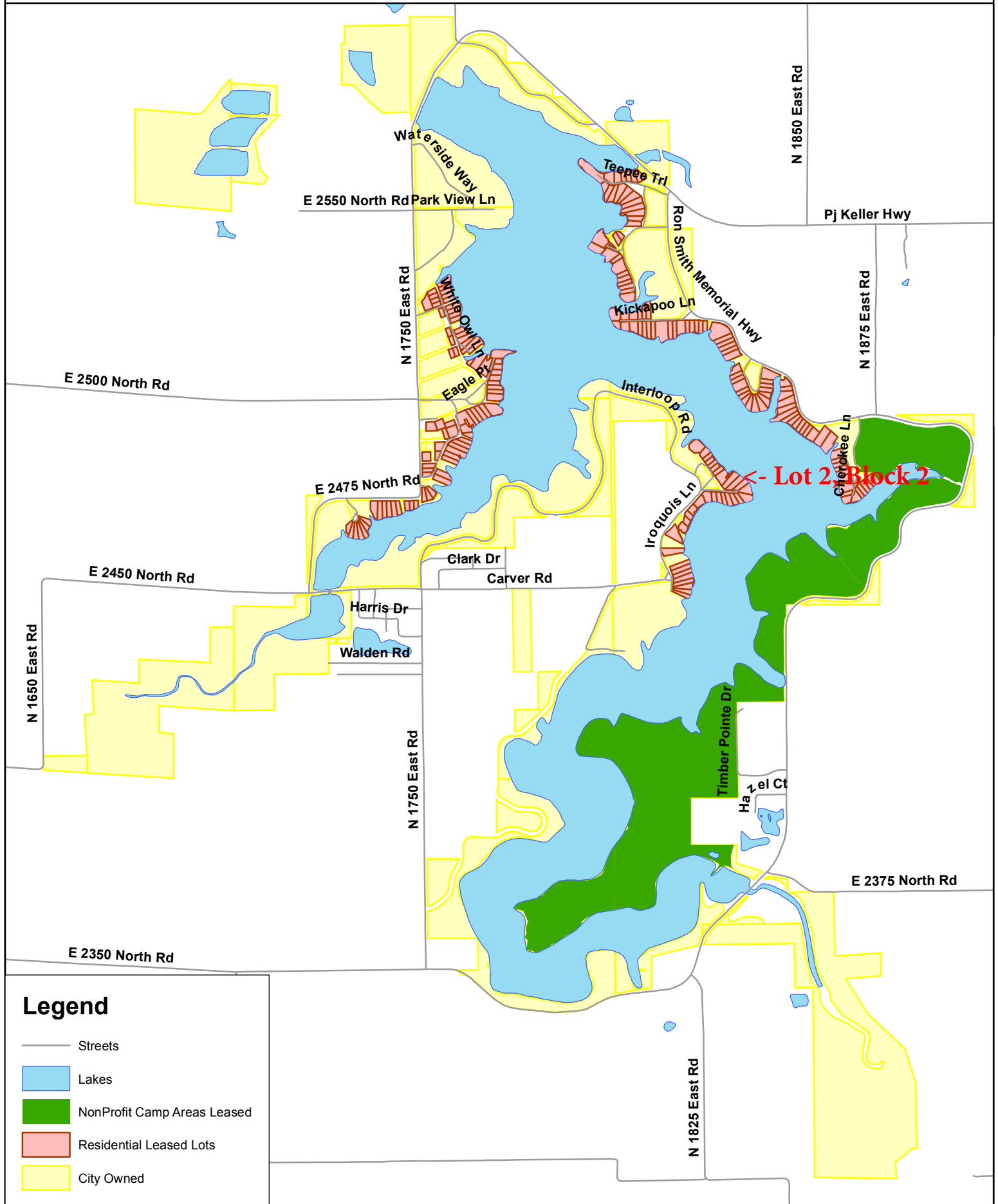
[Redacted Signature]
Janet Wiser
Trustee of the Wiser Family Trust Dated October 26, 2021

Lake Bloomington Lease Map



0 1,000 2,000

Feet
Date: 4/23/2021



Legend

- Streets
- Lakes
- NonProfit Camp Areas Leased
- Residential Leased Lots
- City Owned

CAMP IROQUOIS

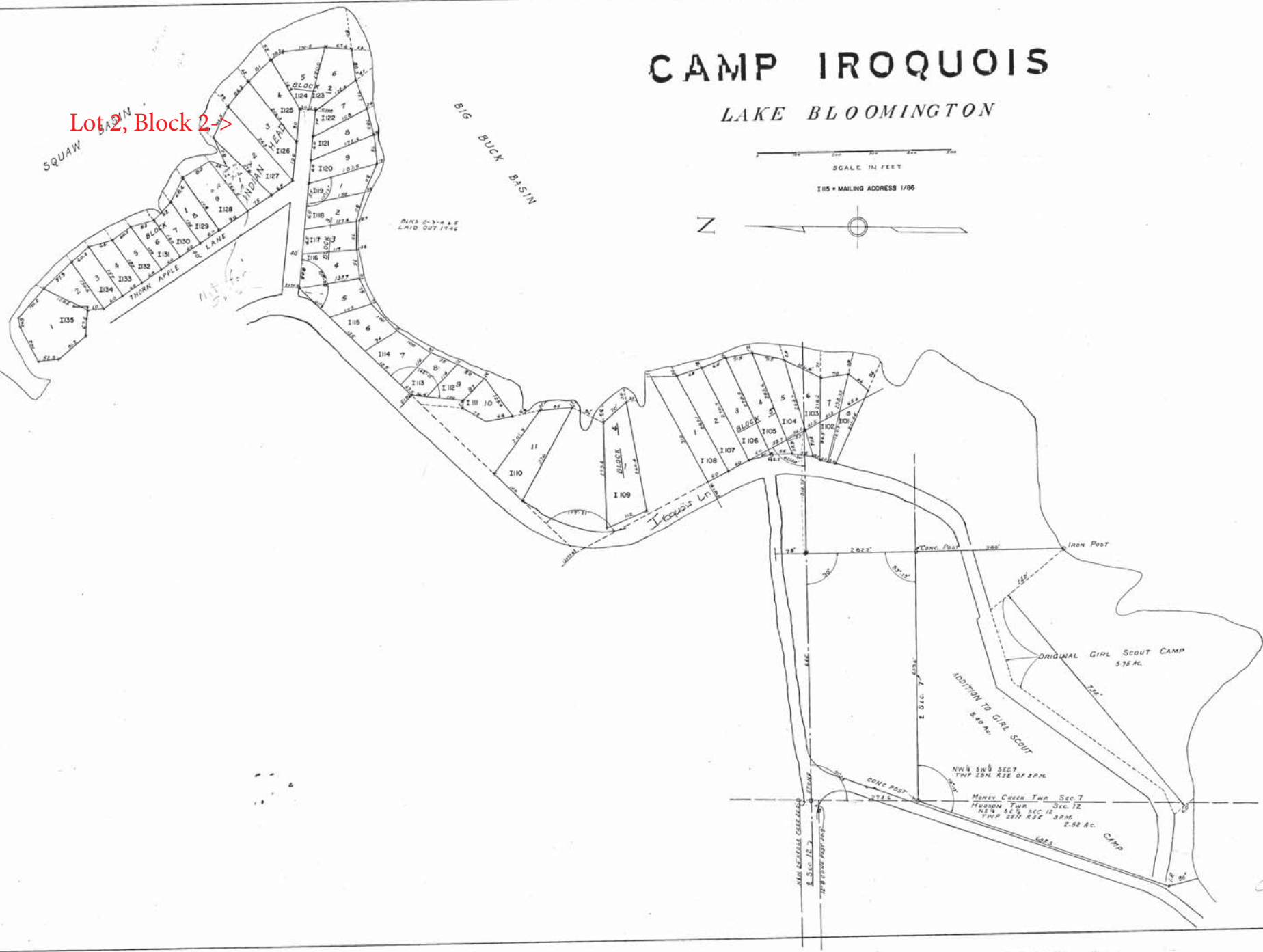
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400

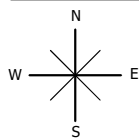
1115 • MAILING ADDRESS 1/86



Lot 2, Block 2 ->



Lot 2, Block 2 in Camp Iroquois Structure Map



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