CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
December 5, 2023
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Championship Signs Resolution**
5. **Fire Rescue Swearing in Ceremony for New Firefighter/Paramedics, Lieutenants, and Deputy Chief**
6. **Approval of Minutes – November 21, 2023 Regular City Council Meeting and the October 24, 2023 Workshop Meeting**
7. **Accounts Payable**
8. **Public Presentation**
   The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.
9. **Mayor's Report**
10. **City Council Reports**
11. **Consent Agenda**
    a. **Resolution Approving 2024 City Council Meeting Schedule**
    b. **Adoption of an Ordinance amending Section 496-126 (B), Parking Rates, of the City Code**
    c. **Amendment of City Code Section 22-6 and Resolution authorizing Deputy Clerk duties**
    d. **General Obligation Bonds, Series 2012 Abatement**
    e. **General Obligation Bond, Series 2019 Abatement**
    f. **General Obligation Bond, Series 2022 Abatement**
    g. **Special Service Area Number 47 Tax Levy**
12. **Southeast Corner of Randall Road and Meredith Drive/Ackman Road – Annexation Public Hearing; Rezoning upon Annexation from E Estate Residential to B-2 PUD General Commercial for Parcel 19-17-300-007; Preliminary and Final Planned Development to allow a limited service restaurant with drive-through and dental office, with a restriction on the allowable uses in the B-2 General Commercial zoning district**
13. **410 Knaack Boulevard, ComEd - Special Use Permit for a 104-foot-high Radio Transmission/ Wireless Communication Tower for ComEd communications**
14. **Interlocal Purchasing System (TIPS) Purchasing Cooperative for Wireless System Upgrade**
15. **Bid Award for Police Emergency Vehicle Equipment Installation/Changeover**
16. **Acquisition of Right-of-Way and Easements for the Three Oaks Road at Lutter Drive/Sands Road Intersection Improvement**

17. Bid Award – Dump Style 3-Ton Hot Patch Trailer

18. Property Tax Ordinance/Truth in Taxation Public Hearing

19. Council Inquiries and Requests

20. Adjourn to Executive Session for the purpose of discussing matters of pending and probable litigation, the sale, purchase or lease of real property, collective bargaining and personnel

21. Reconvene to Regular Session

22. Adjourn

If special assistance is needed in order to participate in a City of Crystal Lake public meeting, please contact Melanie Nebel, Executive Assistant, at 815-459-2020, at least 24 hours prior to the meeting, if possible, to make arrangements.

Agenda Item No: 11a

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: Resolution Approving 2024 City Council Meeting Schedule

Staff Recommendation: Adoption of the Resolution Approving 2024 City Council Meeting Schedule

Staff Contact: Eric T. Helm, City Manager

Background:
This Resolution approves the 2024 schedule of City Council meetings. The Illinois Open Meetings Act requires the annual approval and publishing of the City Council meetings.

Votes Required to Pass:
Simple majority

Res.

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that pursuant to the Illinois Open Meetings Act, 5 ILCS 120/2, which requires public notice of an annual meeting schedule, the City Council approves the attached 2024 Calendar of Regularly Scheduled Meetings and authorizes its publication.

DATED this 5th day of December, 2023.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

Passed: December 5, 2023
Approved: December 5, 2023

CITY OF CRYSTAL LAKE 2024 CALENDAR OF REGULARLY SCHEDULED MEETINGS

The following schedule designates the place, time, and date of all regularly scheduled meetings of the City Council, Boards and Commissions. For further information, please call the City Manager's Office at (815) 459-2020.

CITY COUNCIL

Place: Aaron T. Shepley City Hall, City Council Chambers, 100 W. Woodstock Street
Date: 1st and 3rd Tuesday
Time: 7:00 p.m.

January 2, 16	**April 2, 16**	**July 2, 16**	**October 1, 15**
February 6, 20	**May 7, 21**	**August 6, 20**	**November 5, 19**
March 5, 19	**June 4, 18**	**September 3, 17**	**December 3, 17**

Workshop Meetings

Place: Aaron T. Shepley City Hall, City Council Chambers, 100 W. Woodstock Street
Date: 2nd and 4th Tuesday
Time: 7:00 p.m.

January 9, 23	**April 9, 23**	**July 9, 23**	**October 8, 22**
February 13, 27	**May 14, 28**	**August 13, 27**	**November 12, 26**
March 12, 26	**June 11, 25**	**September 10, 24**	**December 10, 24**

Draft

Agenda Item No: 11b

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: Adoption of an Ordinance amending Section 496-126(B), Parking Rates, of the City Code.

Staff Recommendation: Motion to Adopt an Ordinance amending Section 496-126(B), Parking Rates, of the City Code.

Staff Contact: Jodie Hartman, Director of Finance/Treasurer

Background:
The City of Crystal Lake provides several parking lots for commuters. Commuters currently have a choice of paying daily fees for parking in these lots or purchasing a semi-annual parking pass. With the drop in Metra ridership over the past four year, starting with the COVID-19 pandemic, the City has seen a reduction in the purchase of the passes. After researching options to improve the parking pass program, Staff recommends replacing the semi-annual pass option with the monthly pass options starting January 1, 2024. This will require an amendment to §496-126(B) of the City Code, Parking Rates.

Discussion:
In 2018 and 2019, the City sold around 500 parking passes per year. Due to the pandemic, only 89 semi-annual passes were sold in 2020 and only 33 in 2021. Commuter parking pass sales are still significantly lower than pre-pandemic levels, with 74 sold in 2022 and 68 in 2023. With commuter habits still evolving, a monthly parking pass option would give more options to those commuters who may not want to commit to a full six month pass purchase but prefer the convenience of a pre-paid pass. Providing a monthly parking pass would continue the convenience of a pre-paid parking pass, while adding flexibility for commuters and a lower price point per pass. The City will still provide the current option for daily on-demand parking. A few important points regarding the recommended pass program:

1. Customers will have the option of buying one pass at a time or buying multiple months of their choice in a single transaction. If a customer chooses to buy six months at once, they would have the same convenience they currently have with the semi-annual pass.
2. Each month's pass will be a hang tag, similar to the current pass. The color will change each month, allowing for ease of parking enforcement. The officer will be able to quickly ascertain if the correct color is being displayed. The month will be clearly displayed on the pass so commuters know the proper pass for each month.
3. The price of each pass will be $30. Currently, the price is $150 for a semi-annual pass. If a customer chooses to purchase six passes in one transaction, they will get a $10 discount, bringing

the total cost to $170. If the customer purchases a full calendar year in one transaction, they will get $30 off, in essence getting one month free.

4. There will be no proration of the fee to purchase a monthly pass should a customer wish to purchase after the first of the month. There will also no longer be an option to return a pass for a refund of the unused portion. The City has only seen one request for refunds each of the past two years.
5. Daily on-demand parking rates are NOT being amended at this time; daily on-demand rates will remain at their previously approved amounts.

Municipal Parking Pass Survey:

Staff surveyed fourteen communities along the Union Pacific Northwest Line, which serves Crystal Lake, and a handful of other communities in the Chicagoland area. Seven of the communities sell monthly passes. Three communities sell monthly and quarterly passes, but all three mentioned they see a preference from their customers to the monthly passes. None of the towns surveyed sell a semi-annual pass.

Based on these survey results, a change to monthly parking passes would be in line with many of our nearby towns. A price-point of $30/month would be at the low end of the survey, keeping Crystal Lake comparable with other towns while providing funds to help offset costs relating to the commuter parking lots.

PASS COVERAGE	COMMUNITY	PRICE PER PASS
Semi-Annual	**Crystal Lake (current)**	**$150 ($25/month)**
Quarterly	Barrington	$195 ($65/month)
	Cary	$95 ($31.67/month)
	Itasca	$50 Residents / $75 Non-Residents
Monthly	Arlington Heights	$40 Residents / $50 Non-Residents
	Aurora	$42
	Fox River Grove	$40
	Mount Prospect	$40
	Palatine	$40
	Schaumburg	$32: one month or $81: one quarter
	Fox Lake	$30
	Crystal Lake (proposed)	**$30: one month** **$170: six months** **$330: calendar year**
Daily Fees Only	Des Plaines	N/A
	Harvard	N/A
No Parking Fees	McHenry	N/A
	Woodstock	N/A

Replacement Language:

The attached Ordinance would replace the language in §496-126(B) to read:

> Parking for those lots or portions of lots designated for paid public parking can also be pre-paid. Pre-paid parking passes are valid for ~~six~~ one month~~s~~ and cost ~~$150~~ $30. Six consecutive passes may be purchased for a combined cost of $170. One full calendar year may be purchased for a combined cost of $330. The effective dates of the pre-paid parking passes are ~~July 1~~ the first of each calendar month through the last day of each calendar month ~~December 31, and January 1 through June 30~~. Pre-paid parking passes can be purchased anytime within the valid period for the fee stated in this section ~~at a pro-rated price. Pre-paid parking passes can be refunded at a pro-rated price.~~

Votes Required to Pass:

Simple majority

ORDINANCE AMENDING SECTION 496-196(B) OF THE CRYSTAL LAKE CITY CODE

WHEREAS, Section 496-196(B) of the City Code addresses the parking rates for pre-paid parking passes; and

WHEREAS, the Mayor and City Council have found and determined that it is in the best interests of the City and its residents to amend Section 496-196(B) of the City Code in order to allow for monthly pre-paid parking pass purchases.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY AND STATE OF ILLINOIS, THAT:

Section 1: Amendment of City Code § 496-196(B). Section 496-196(B), Parking Rates of Chapter 496, Vehicles and Traffic, of the City Code is hereby repealed and replaced in its entirety with the following:

B. Parking for those lots or portions of lots designated for paid public parking can also be pre-paid. Pre-paid parking passes are valid for one month and cost $30. Six consecutive passes may be purchased for a combined cost of $170. One full calendar year may be purchased for a combined cost of $330. The effective dates of the pre-paid parking passes are the first of each calendar month through the last day of each calendar month. Pre-paid parking passes can be purchased anytime within the valid period for the fee stated in this section.

Section 3: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

DATED at Crystal Lake, Illinois, this 5th day of December, 2023.

APPROVED:

_____

Haig Haleblian, Mayor

Draft

ATTEST:

_____

Nick Kachiroubas, City Clerk

PASSED: December 5, 2023

APPROVED: December 5, 2023

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Draft

Agenda Item No: 11c

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: Amendment of City Code Section 22-6 and Resolution authorizing Deputy Clerk duties

Staff Recommendation: Motion to:

1. Adopt Ordinance amending Section 22-6(c) of the City Code to allow Deputy City Clerks to exercise their authority upon a determination by the City Council that the City Clerk is temporarily or permanently incapacitated from exercising the powers and duties of his office.

2. Adopt a Resolution authorizing the Deputy City Clerks to perform all duties of the City Clerk during such period of time that the City Clerk remains incapacitated.

Staff Contact: Eric Helm, City Manager

Background:

In accordance with the City Code and the Illinois Municipal Code, the City Clerk previously appointed City Manager Eric Helm, Assistant City Manager, Nicholas Hammonds and Executive Assistant, Melanie Nebel as Deputy City Clerks. Section 22-6 of the City Code authorizes the Deputy City Clerks to perform all duties and powers of the City Clerk in the absence of the City Clerk and upon the City Clerk's direction. Section 5/3.1-35-95 of the Illinois Municipal Code, also authorizes the Deputy City Clerks to exercise their powers and duties upon the adoption by the City Council of a resolution, following a determination that the City Clerk is absent from his office and temporarily or permanently incapacitated from performing his duties. The attached ordinance modifies Section 22-6(C) of the City Code in order to align it with the language of the Illinois Municipal Code and allow the City Council to authorize the Deputy Clerks to perform their duties upon a determination by the City Council that the City Clerk is temporarily or permanently incapacitated from performing his duties.

As the City Clerk has been absent from his office and temporarily incapacitated from performing his duties, the attached resolution has been submitted for the City Council's consideration to authorize each of the Deputy City Clerks to exercise all of the powers and duties of the City Clerk during such period of time that the City Clerk remains incapacitated from performing the duties of his office.

Votes Required to Pass:

A simple majority vote of the corporate authorities is required for adoption of both the ordinance and the resolution.

Ordinance #:
File

ORDINANCE AMENDING SECTION 22-6(C) OF THE CODE OF ORDINANCES OF THE CITY OF CRYSTAL LAKE RELATING TO DEPUTY CITY CLERKS

WHEREAS, the City of Crystal Lake (the "City") is a home rule unit pursuant to Article VII, Section 6 of the Illinois Constitution, and as a home rule unit may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, Section 5/3.1-35-95 of the Illinois Municipal Code establishes the powers and duties of deputy clerks and further provides that such power duties may only be exercised when the City Clerk is absent and when either written direction has been given by the clerk or the corporate authorities have determined by resolution that the municipal clerk is temporarily or permanently incapacitated to perform that function; and

WHEREAS, Section 22-6 of the Code of Ordinances of the City of Crystal Lake ("City Code") provides similar authority to deputy clerks but does not expressly reference the authority of the City Council to authorize deputy clerks to exercise their powers and duties when the City Clerk is temporarily or permanently incapacitated; and

WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to amend Section 22-6 of the City Code to expressly include the authority of the City Council to authorize deputy clerks to exercise their powers and duties when the City Clerk is temporarily or permanently incapacitated,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE THAT:

SECTION ONE. Recitals. The foregoing recitals are incorporated as though fully set forth herein.

Draft

SECTION TWO. Amendment to Section 22-6(C) of the City Code, Section 22-6(C) of the City Code is hereby amended as follows:

[Deletions are shown by ~~strikethroughs~~ and additions are **underlined and bolded**]

C. The powers and duties of the Deputy City Clerk shall be exercised only in the absence of the City Clerk from the place where the City Clerk's office is maintained, and only when written direction has been given by the City Clerk to such Deputy Clerk to exercise such power~~.~~ **or when the corporate authorities have determined by resolution that the City Clerk is temporarily incapacitated to perform that power.**

SECTION THREE. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this 5th day of December, 2023

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 5, 2023
APPROVED: December 5, 2023
Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Draft

RESOLUTION AUTHORIZING DEPUTY CITY CLERKS TO PERFORM ALL DUTIES OF THE CITY CLERK DURING PERIODS OF ANSENCE AND INCAPACITY OF THE CITY CLERK

WHEREAS, the City of Crystal Lake (the "City") is a home rule unit pursuant to Article VII, Section 6 of the Illinois Constitution, and as a home rule unit may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, Section 5/3.1-35-95 of the Illinois Municipal Code and Section 22-6 of the Code of Ordinances of the City of Crystal Lake establish the powers and duties of deputy clerks and further provides that such power and duties may only be exercised when the City Clerk is absent and when either written direction has been given by the clerk or the corporate authorities have determined by resolution that the municipal clerk is temporarily or permanently incapacitated to perform that function; and

WHEREAS, the Mayor and City Council have found and determined that the City Clerk has been absent from his office at City Hall and that he is temporarily incapacitated; and

WHEREAS, the Mayor and City Council have further found and determined that during such period of absence and incapacitation of the City Clerk it is necessary and appropriate to authorize Deputy City Clerks Eric Helm, Nicholas Hammonds and Melanie Nebel to exercise all duties and powers of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE THAT:

SECTION ONE. Recitals. The foregoing recitals are incorporated as though fully set forth herein.

SECTION TWO. Authorization of Deputy Clerks to Exercise Power and Duties of City Clerk. During such time as the City Clerk remains absent from his office at City Hall and incapacitated from performing his powers and duties, Deputy City Clerks Eric Helm, Nicholas

Draft

Hammonds and Melanie Nebel are each authorized to execute all documents, papers, receipts, orders, checks and other instruments required by any law to be executed by the City Clerk, to affix the corporate seal thereto whenever required and to make such records and perform any and all duties and functions performable by the City Clerk.

DATED this 5th day of December, 2023

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK
By Eric Helm, Deputy City Clerk

Draft

PASSED: December 5, 2023
APPROVED: December 5, 2023

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Agenda Item No: 11d

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: General Obligation Bonds, Series 2012 Abatement

Staff Recommendation: Motion to adopt the Abatement Ordinance for the 2012 General Obligation Bond Issue

Staff Contact: Jodie Hartman, Director of Finance

Background:

In 2012, General Obligation Bonds were issued to finance the cost of flood mitigation improvements and for various water and sewer projects. At the time of issuance, dedicated revenue streams were identified that would provide for the repayment of this obligation. Water and Sewer user fees will be used to repay water and sewer improvement costs. Home Rule Sales taxes provide the funding for the flood mitigation efforts. As such, the City has abated the levy for these bonds each year since issuance, instructing the County not to levy for the annual payment.

Under the terms of the bond agreement, the City obligates the full faith and credit of the City if dedicated revenues fall short. If dedicated revenues fall short or no alternative sources are available, the City is required to collect property taxes as a means to repay the debt obligation. Since dedicated revenues and/or other sources will be available, City staff recommends that the City Council approve the attached abatement ordinance that provides official direction to the County Clerk to defray collecting property taxes next year for this bond issue.

This action is an annual procedural requirement. McHenry County requires the City to provide them the attached ordinance for the abatement to occur.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON $9,235,000 GENERAL OBLIGATION BONDS, SERIES 2012 OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Draft

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the City of Crystal Lake, McHenry County, Illinois (the "City"), by Ordinance adopted on the 18th day of September, 2012 (the "Ordinance"), did provide for the issue of $9,235,000 General Obligation Bonds (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the City will have money in the "Bond Fund" established pursuant to Section 16 of the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 31, 2024; and

WHEREAS, it is necessary and in the best interests of the City that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of McHenry, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and signing and approval by the Mayor.

DATED at Crystal Lake, Illinois, this 5th day of December, 2023.

Passed by the Corporate Authorities on_____
Approved _____

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

Draft

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 5, 2023
Approved: December 5, 2023

MINUTES of a regular public meeting of the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, held at 100 W. Woodstock Street, Crystal Lake, Illinois, in said City at 7:00 o'clock p.m., on the 5th day of December, 2023.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Council members answered present:_____

_____.

The following were absent from the meeting:_____

_____.

The Mayor announced that the next item of business before the City Council was the consideration of the adoption of an ordinance abating the tax heretofore levied for the year 2023 to pay the principal of and interest on the $9,235,000 General Obligation Bonds, Series 2012 of the City. Following a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Councilmember _____ presented an ordinance as follows:

Passed by the Corporate Authorities on:

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

ATTEST:

_____

CITY CLERK

STATE OF ILLINOIS)

Draft

) SS
COUNTY OF MCHENRY)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake (the "City"), and as such official am the keeper of the records and files of the City and the City Council (the "Corporate Authorities") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 5th day of December, 2023, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

ORDINANCE abating the tax heretofore levied for the year 2022
to pay the principal of and interest on $9,235,000 General Obligation
Bonds, Series 2012 of the City of Crystal Lake, McHenry County, Illinois

a true, correct and complete copy of said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City this 20th day of December, 2022.

_____
CITY CLERK

(SEAL)

Draft

Agenda Item No: 11e

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: General Obligation Bonds, Series 2019 Abatement

Staff Recommendation: Motion to adopt the Abatement Ordinance for the 2019A and 2019B General Obligation Bond Issue

Staff Contact: Jodie Hartman, Director of Finance

Background:

In 2019, General Obligation Bonds were issued to finance the cost of storm water and water main improvements in addition to provide for the refunding of Series 2009A Build America Bonds and Series 2009B Recovery Zone Bonds. Series 2009 bonds were originally issued to provide financing for the construction of the Three Oaks Recreation Area project and various water and sewer system improvements.

At the time these 2019 bonds were issued, dedicated revenue streams were identified that would provide for the repayment of this obligation. Water and Sewer user fees will be used to repay storm water and water main improvement costs. In the case of the Three Oaks Recreation Area project, home rule sales tax and incremental TIF property taxes, if available, will be transferred from time to time to the Bond Fund and utilized to abate the pledged taxes. As such, the City has abated the levy for these bonds each year since issuance, instructing the County not to levy for the annual payment.

Under the terms of the bond agreement, the City obligates the full faith and credit of the City if dedicated revenues fall short. If dedicated revenues fall short, the City is required to collect property taxes as a means to repay the debt obligation. Since dedicated revenues will meet expectations, City staff recommends that the City Council approve the attached abatement ordinance that provides official direction to the County Clerk to defray collecting property taxes next year for this bond issue.

This action is an annual procedural requirement. McHenry County requires the City to provide them the attached ordinance for the abatement to occur.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON $9,025,000 GENERAL OBLIGATION BONDS, SERIES 2019A AND TO PAY THE PRINCIPAL AND INTEREST ON $5,305,000 GENERAL OBLIGATION BONDS, SERIES 2019B OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Draft

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the City of Crystal Lake, McHenry County, Illinois (the "City"), by Ordinance No. 7554 adopted on the 18th day of June, 2019 (the "2019 Bond Ordinance"), did provide for: (a) the issue of $9,025,000 General Obligation Bonds (the "Series 2019A Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2019A Bonds; and (b)the issue of $5,305,000 General Obligation Bonds (the "Series 2019B Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2019B Bonds (collectively, the Series 2019A Bonds and the Series 2019B Bonds are hereinafter referred to as the "Bonds"); and

WHEREAS, the City will have sufficient moneys in the "Bond Fund" established pursuant to Section 13 of the 2019 Bond Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 31, 2024; and

WHEREAS, it is necessary and in the best interests of the City that the taxes heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

Section 1. Abatement of Tax for Series 2019A Bonds. The tax heretofore levied in the 2019 Bond Ordinance to pay for principal and interest of the Bonds for the year 2023 is hereby abated in its entirety.

Section 2. Abatement of Tax for Series 2019B Bonds. The tax heretofore levied in the 2019 Bond Ordinance to pay for principal and interest of the Bonds for the year 2023 is hereby abated in its entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of McHenry, Illinois, and it shall be the duty of said County Clerk to abate the taxes levied under the 2019 Bond Ordinance for both the Series 2019A Bonds and the Series 2019B Bonds for the year 2023 in accordance with the provisions hereof.

Section 4. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and signing and approval by the Mayor.

Draft

DATED at Crystal Lake, Illinois, this 5th day of December, 2023.

Passed by the Corporate Authorities on:_____
Approved: _____

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 5, 2023
Approved: December 5, 2023

Draft

MINUTES of a regular public meeting of the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, held at 100 W. Woodstock Street, Crystal Lake, Illinois, in said City at 7:00 o'clock p.m., on the 5th day of December, 2023.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Council members answered present _____

_____

The following were absent from the meeting: _____

_____

The Mayor announced that the next item of business before the City Council was the consideration of the adoption of an ordinance abating the tax heretofore levied for the year 2023 to pay the principal of and interest on the $9,025,000 General Obligation Bonds, Series 2019A and to pay the principal of and interest on the $5,305,000 General Obligation Bonds, Series 2019B of the City. Following a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Councilmember _____ presented an ordinance as follows:

Passed by the Corporate Authorities on:

AYES:

NAYS:

ABSENT:

Draft

Recorded in the City Records on

ATTEST:

_____

CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

Draft

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake (the "City"), and as such official am the keeper of the records and files of the City and the City Council (the "Corporate Authorities") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 5th day of December, 2023, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

> ORDINANCE abating the tax heretofore levied for the year 2023 to pay the principal of and interest on $9,025,000 General Obligation Bonds, Series 2019A and to pay the principal of and interest on $5,035,000 General Obligation Bonds, Series 2019B of the City of Crystal Lake, McHenry County, Illinois

a true, correct and complete copy of said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City this 5th day of December, 2023.

_____

CITY CLERK

(SEAL)

Draft

Agenda Item No: 11f

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: General Obligation Bonds, Series 2022 Abatement

Staff Recommendation: Motion to adopt the Abatement Ordinance for the 2022B and 2022C General Obligation Bond Issues

Staff Contact: Jodie Hartman, Director of Finance

Background:

In 2022, General Obligation Bonds were issued to finance the cost of storm water and water main improvements, in addition to provide for the refunding of Series 2013A General Obligation Bonds. Series 2013A bonds were originally issued to provide financing for various water and sewer system improvements as well.

At the time these 2022 bonds were issued, dedicated revenue streams were identified that would provide for the repayment of this obligation. Water and Sewer Fund user fees will be used to repay the water and sewer improvement costs. As such, the City plans to abate the levy for these bonds each year, instructing the County not to levy for the annual payment. The 2022A Bonds will be paid in full December 2023, so no abatement is no longer necessary for the 2022A Series.

Under the terms of the bond agreement, the City obligates the full faith and credit of the City if dedicated revenues fall short. If dedicated revenues fall short, the City is required to collect property taxes as a means to repay the debt obligation. Since dedicated revenues will meet expectations, City staff recommends that the City Council approve the attached abatement ordinance that provides official direction to the County Clerk to defray collecting property taxes next year for this bond issue.

This action is an annual procedural requirement. McHenry County requires the City to provide them with the attached ordinance for the abatement to occur.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON $6,740,000 GENERAL OBLIGATION BONDS, SERIES 2022B, AND TO PAY THE PRINCIPAL AND INTEREST ON $6,770,000 GENERAL OBLIGATION BONDS, SERIES 2022C OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Draft

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the City of Crystal Lake, McHenry County, Illinois (the "City"), by Ordinance No. 7810 adopted on the 19th day of April, 2022 (the "2022 Bond Ordinance"), did provide for: (a) the issue of $1,020,000 General Obligation Bonds (the "Series 2022A Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2022A Bonds; and (b) the issue of $6,740,000 General Obligation Bonds (the "Series 2022B Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2022B Bonds and (c) the issue of $6,770,000 General Obligation Bonds (the "Series 2022C Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2022C Bonds (collectively, the Series 2022A Bonds, the Series 2022B and the Series 2022C Bonds are hereinafter referred to as the "Bonds"); and

WHEREAS, the City will have sufficient moneys in the "Bond Fund" established pursuant to Section 13 of the 2022 Bond Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including April 30, 2024; and

WHEREAS, it is necessary and in the best interests of the City that the taxes heretofore levied for the Year 2023 to pay the principal of and interest on the Bonds be abated.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

Section 1. Abatement of Tax for Series 2022B Bonds. The tax heretofore levied in the 2022 Bond Ordinance to pay for principal and interest of the Bonds for the Year 2023 is hereby abated in its entirety.

Section 2. Abatement of Tax for Series 2022C Bonds. The tax heretofore levied in the 2022 Bond Ordinance to pay for principal and interest of the Bonds for the Year 2023 is hereby abated in its entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of McHenry, Illinois, and it shall be the duty of said County Clerk to abate the taxes levied under the 2022 Bond Ordinance for both the Series 2022B Bonds and the Series 2022C Bonds for the Year 2023 in accordance with the provisions hereof.

Section 4. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and signing and approval by the Mayor.

DATED at Crystal Lake, Illinois, this 5th day of December, 2023.

Draft

Passed by the Corporate Authorities on:_____
Approved: _____

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 5, 2023
Approved: December 5, 2023

Draft

MINUTES of a regular public meeting of the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, held at 100 W. Woodstock Street, Crystal Lake, Illinois, in said City at 7:00 o'clock p.m., on the 5th day of December, 2023.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Council members answered present _____

_____

The following were absent from the meeting: _____

_____

The Mayor announced that the next item of business before the City Council was the consideration of the adoption of an ordinance abating the tax heretofore levied for the Year 2023 to pay the principal of and interest on the $6,740,000 General Obligation Bonds, Series 2022B and to pay the principal of and interest on the $6,770,000 General Obligation Bonds, Series 2022C of the City. Following a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Councilmember _____ presented an ordinance as follows:

Passed by the Corporate Authorities on:

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

ATTEST:

_____

CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY

Draft

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and City Clerk of the City of Crystal Lake (the "City"), and as such official am the keeper of the records and files of the City and the City Council (the "Corporate Authorities") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 5th day of December, 2023, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

> AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON $6,740,000 GENERAL OBLIGATION BONDS, SERIES 2022B, AND TO PAY THE PRINCIPAL AND INTEREST ON $6,770,000 GENERAL OBLIGATION BONDS, SERIES 2022C OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

a true, correct and complete copy of said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City this 5th day of December, 2023.

_____

CITY CLERK

(SEAL)

Draft

Agenda Item No: 11g

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: Special Service Area Number 47 Tax Levy

Staff Recommendation: Motion to adopt the Ordinance for levying Special Service Area Number 47 taxes for tax year 2023

Staff Contact: Jodie Hartman, Director of Finance

Background:

The Crystal Lake Watershed Stormwater Management Program Implementation Plan (the "Implementation Plan") imposes certain responsibilities upon the City to inspect, maintain and repair stormwater maintenance facilities within residential developments constructed in the Watershed and that the responsibility for the cost of such inspection, maintenance and repair of such stormwater maintenance facilities be the responsibility of homeowners through the adoption of a Special Service Area.

Habitat for Humanity of Northern Fox Valley has developed a residential development within the City upon the property generally described as 431 S. McHenry Avenue, and a special service area has been created in accordance with the Implementation Plan to provide for the cost of inspection, maintenance and repair of the stormwater management facilities within the Watershed Easement to be created within the Subject Property.

City staff recommends that the City Council approve the attached Ordinance that provides official direction to the County Clerk to levy taxes for the 2023 tax year. Said taxes shall be utilized for the purpose of inspection, maintenance and repair of stormwater management facilities in Special Service Area (SSA) Number 47. This is the sixth year of the SSA; the City must adopt the attached ordinance annually in order to collect funds for stormwater management.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER 47 IN THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS FOR TAX YEAR 2023

Draft

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the City of Crystal Lake, McHenry County, Illinois (the "City"), by Ordinance adopted on the 1st day of May, 2018 (the "Ordinance"), did provide for establishing Special Service Area Number 47 and the imposition of a tax at a rate sufficient to pay the cost of providing special services in and for such area.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

Section 1. There is hereby levied over all taxable property within the City of Crystal Lake Special Service Area Number 47 the total sum of $1,200.00 for the 2023 tax year. The approximate street location for the area is on the East side of McHenry Avenue south of the intersection with Lake Street.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of McHenry, Illinois.

Section 3. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and signing and approval by the Mayor.

DATED at Crystal Lake, Illinois, this 5th day of December, 2023.

Passed by the Corporate Authorities on_____
Approved _____

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 5, 2023
Approved: December 5, 2023

Draft

MINUTES of a regular public meeting of the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, held at 100 W. Woodstock Street, Crystal Lake, Illinois, in said City at 7:00 o'clock p.m., on the 5th day of December, 2023.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Council members answered present:_____

_____.

The following were absent from the meeting:_____

_____.

The Mayor announced that the next item of business before the City Council was the consideration of the adoption of an ordinance levying taxes for Special Service Area Number 47 in the City of Crystal Lake. Following a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Councilmember _____ presented an ordinance as follows:

Passed by the Corporate Authorities on:

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

ATTEST:

_____

CITY CLERK

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake (the "City"), and as such official am the keeper of the records and files of the City and the City Council (the "Corporate Authorities") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 5th day of December, 2023, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

> ORDINANCE levying taxes for Special Service Area Number 47 in the City of Crystal Lake, McHenry County, Illinois for tax year 2023

a true, correct and complete copy of said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City this 5th day of December, 2023.

_____
CITY CLERK

(SEAL)

Draft

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: ANNEXATION PUBLIC HEARING

REPORT OF THE PLANNING & ZONING COMMISSION

Request: 1. Rezoning upon Annexation from E Estate Residential to B-2 PUD General Commercial for Parcel 19-17-300-007

2. Preliminary and Final Planned Development to allow a limited service restaurant with drive-through and dental office, with a restriction on the allowable uses in the B-2 General Commercial zoning district

Petitioner: Professional Resource Development, Inc.
Southeast Corner of Randall Road and Meredith Drive/Ackman Road

Recommendation: Motion to:
Adopt the Annexation Ordinance and approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Rezoning upon Annexation from E Estate to B-2 PUD General Commercial and Preliminary and Final Planned Unit Development to allow a limited service restaurant with drive-through and dental office, with a restriction on the allowable uses in the B-2 General Commercial zoning district at the SEC of Randall Road and Meredith Drive/Ackman Road

Staff Contact: Kathryn Cowlin, Director of Community Development
Katie Rivard, Assistant City Planner

Background:

- The petitioner is also requesting to annex the adjacent vacant parcel to the east, which is shown as partial in the city limits and unincorporated. The annexation will clean up the discrepancy.
- Request: The petitioner is requesting a Rezoning upon Annexation from E Estate to B-2 PUD General Commercial and Preliminary and Final Planned Unit Development to allow a limited service restaurant with drive-through and dental office, with a restriction on the allowable uses in the B-2 General Commercial zoning district.

- Land Use: The current Comprehensive Plan land use designation is Commerce, which is an appropriate land use designation.
- Zoning: The site is currently zoned B-2 PUD General Commercial, which is appropriate for the proposed uses. The annexed parcel will be rezoned to B-2 PUD General Commercial.
- The site is vacant and adjacent to the Lake in the Hills Fen. It is located at the southeast corner of Randall Road and Meredith Drive/Ackman Road. The Fen is a high quality natural resource and certain B-2 uses are being restricted through the PUD to prevent future redevelopment of the site with uses that could pollute the Fen.
- In 2022, the site received approval for a Preliminary and Final PUD for a Starbucks with a drive-through, Comprehensive Land Use Plan Amendment from Office to Commerce and Rezoning from O Office to B-2 PUD General Commercial. The purchase of the property fell through; and, therefore the project could not proceed with the buildout.

Key Points:

- The proposed development would include a 2,541 square foot Starbucks restaurant with drive-through and a 4,256 square foot dental office.
- The proposed development meets the B-2 General Commercial dimensional standards (setbacks and all other bulk requirements) as well as the required number of parking and stacking spaces.
- Access is provided on Meredith Drive. The access point lines up with the access point across the street.
- Street trees will be planted along both frontages as well as significant interior and perimeter landscaping.
- A sidewalk will be installed along Meredith Drive. The McHenry County Division of Transportation (MCDOT), as part of their planned improvements on Randall Road, will install a multi-use path on the east side of Randall Road.
- The petitioner provided MCDOT a Traffic Impact Summary. The County wanted to understand if the added Starbucks traffic in the AM and PM peak hours would result in traffic queuing and backing up onto Randall Road. The summary determined there would be no adverse effects anticipated with the proposed development.
- Commercial developments are required to comply with at least six (6) of the optional design standards. The proposed building meets eight (9) of the ten (10) design standards.

PZC Highlights:

- The petitioners spoke to the site layout, elevations, landscaping, detention and traffic. They agreed to the reduced allowable uses to avoid potential impacts to the Fen. Their decision for the drive-through location was to maximize stacking without backing up into the street but also placing the stacking mostly behind the building.

- PZC was supportive of the proposed development and its uses, but they would prefer to see the building oriented so that windows and outdoor seating space faced the Fen. There was discussion on traffic and pedestrian access to and from the site.
- The PZC thought a recycling plan for Starbucks was important. As a result, the petitioners submitted a recycling plan for City Council review.
- The PZC was supportive of the request and found it met the Findings of Fact.

The PZC recommended **approval (7-0)** of the petitioners' request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:

   A. Application (Professional Resource Development, dated 10/24/2023, received 10/25/2023)
   B. Site Plans (Tarr Group, dated 09/26/2023, last revised 10/24/2023, received 10/25/2023)
   C. Architectural Plans (GDP Group, Inc., not dated, received 10/25/2023)
   D. Landscape Plan (Tarr Group, dated 09/26/2023, last revised 10/24/2023, received 10/25/2023)
   E. Traffic Impact Summary (Tarr Group, dated 10/24/2023, received 10/25/2023)
   F. Site Lighting Plan (Standard Electric, dated 08/11/2023, received 10/25/2023)

2. The following B-2 uses are prohibited on this property:
   A. Auto Dealers
   B. Other Motor Vehicle Dealers
   C. Automotive Accessory Sales and Installation
   D. Internet Auto Sales
   E. Passenger Car Rental and Leasing
   F. Truck, Utility Trailer, and RV Rental and Leasing
   G. Automotive Repair, Minor and Major
   H. Automotive Oil Change and Lubrication Shops
   I. Car Washes
   J. Major Automotive Repair uses with Automobile Dealer as an ancillary use
   K. Nursery, Garden Center, and Farm Supply Stores
   L. Gasoline Stations (with or without convenience stores)
   M. Home and Garden Equipment Repair and Maintenance
   N. Reupholstery and Furniture Repair
   O. Footwear and Leather Goods Repair
   P. Dry-Cleaning and Laundry Services
   Q. Industrial Launderers
   R. Funeral Homes
   S. Crematories
   T. Photofinishing Laboratories
   U. Shooting Range
   V. Recycling Drop Off Point
   W. Or other such similar uses that could cause concern of pollution of the Fen.

3. Signage must comply with the requirements of Section 4-1000 of the UDO.

4. All site lighting must comply with the requirements of Section 4-800 of the UDO.

5. The petitioner shall address all of the review comments and requirements of the Community Development, Engineering, Public Works, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Rezoning upon Annexation and Preliminary and Final PUD at SEC of Randall Road and Meredith Drive/Ackman Road. Please check one of the choices and sign below.

☑ I hereby acknowledge that I have read, understand, and agree to the staff review comments and recommended conditions contained in the staff report, city staff reviews, and consultant reviews (if applicable).

☐ I hereby acknowledge that I have read, understand, and agree to most of the staff review comments and recommended conditions contained in the staff report, city staff reviews, and consultant reviews (if applicable) but have concerns with the following items:

_____

_____

Petitioner's Name: Chad Cornwell Date: 11/17/23
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Professional Resource Development, dated 10/24/2023, received 10/25/2023)
   B. Site Plans (Tarr Group, dated 09/26/2023, last revised 10/24/2023, received 10/25/2023)
   C. Architectural Plans (GDP Group, Inc., not dated, received 10/25/2023)
   D. Landscape Plan (Tarr Group, dated 09/26/2023, last revised 10/24/2023, received 10/25/2023)
   E. Traffic Impact Summary (Tarr Group, dated 10/24/2023, received 10/25/2023)
   F. Site Lighting Plan (Standard Electric, dated 08/11/2023, received 10/25/2023)

2. The following B-2 uses are prohibited on this property:
   A. Auto Dealers
   B. Other Motor Vehicle Dealers
   C. Automotive Accessory Sales and Installation
   D. Internet Auto Sales
   E. Passenger Car Rental and Leasing
   F. Truck, Utility Trailer, and RV Rental and Leasing
   G. Automotive Repair, Minor and Major
   H. Automotive Oil Change and Lubrication Shops

I. Car Washes
J. Major Automotive Repair uses with Automobile Dealer as an ancillary use
K. Nursery, Garden Center, and Farm Supply Stores
L. Gasoline Stations (with or without convenience stores)
M. Home and Garden Equipment Repair and Maintenance
N. Reupholstery and Furniture Repair
O. Footwear and Leather Goods Repair
P. Dry-Cleaning and Laundry Services
Q. Industrial Launderers
R. Funeral Homes
S. Crematories
T. Photofinishing Laboratories
U. Shooting Range
V. Recycling Drop Off Point
W. Or other such similar uses that could cause concern of pollution of the Fen.

3. Signage must comply with the requirements of Section 4-1000 of the UDO.

4. All site lighting must comply with the requirements of Section 4-800 of the UDO.

5. The petitioner shall address all of the review comments and requirements of the Community Development, Engineering, Public Works, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.

PIQ Map

Southeast corner of Randall Road and Meredith Drive/Ackman Road



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

WHEREAS, a written Petition, signed by the legal owners of all land within the territory hereinafter described, has been filed with the City Clerk of the City of Crystal Lake, McHenry County, Illinois, requesting that said territory be annexed to the City of Crystal Lake; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Crystal Lake; and

WHEREAS, said territory is not part of any public library district; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, all Petitions, documents and other necessary legal requirements are in full compliance with the requirements of the Statues of the State of Illinois, specifically 65 ILCS 5/7-1-8; and

WHEREAS, annexation of the territory by the City is also authorized under, and is in compliance with the requirements of, Section 7-1-10 of the Illinois Municipal Code, 65ILCS 5/7-1-10; and

Draft

WHEREAS, it is in the best interests of the City of Crystal Lake that said territory be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

SECTION I: The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

SECTION II: That the territory legally described in Exhibit "A" attached hereto and made a part hereof, be and the same is hereby annexed to the City of Crystal Lake, McHenry County, Illinois.

SECTION III: That the City Clerk of the City of Crystal Lake is hereby directed to record in the Office of the Recorder of Deeds of McHenry County, Illinois, being the County in which the aforesaid annexed territory is situated, a certified copy of this Ordinance together with an accurate map of the territory hereby annexed, said map being attached hereto and made a part hereof and labeled Exhibit "B". Additionally, the City Clerk is authorized and directed to cause a certified copy of this Ordinance, together with an accurate map to be filed in the Office of the County Clerk of McHenry County, Illinois.

SECTION IV: That this Ordinance shall be in full force and effect from and after its passage and approval.

AYES:

NAYS:

ABSENT:

PASSED this 5th day of December, 2023.

APPROVED by me this 5th day of December, 2023.

Draft

Ord. No.
File No.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 5, 2023
Approved: December 5, 2023

Draft

Ord. No.
File No.

CERTIFICATION

I, NICK KACHIROUBAS, do hereby certify that I am the duly elected, authorized and acting City Clerk of the City of Crystal Lake, County of McHenry, and State of Illinois, and that as such City Clerk I am the keeper of the records and minutes of the proceedings of the Mayor and Councilmembers to the said City.

I do hereby certify that the following "AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS" is a true and correct copy of Ordinance Number _____ duly passed and approved at a regular meeting of said Mayor and Council; held on the 5th day of December 2023, at which time ___ councilmembers were present and ___ councilmembers were absent.

Motion was made by Councilmember _____ and seconded by Councilmember _____ that the following Ordinance be passed and approved. Upon roll-call vote, ___ councilmembers voted AYE and _____ councilmembers voted NAY; whereupon said Ordinance was declared duly passed and was thereupon approved by the Mayor.

Draft

_____
CITY CLERK

(SEAL)

Prepared by:

City of Crystal Lake
Community Development
100 W. Woodstock Street
Crystal Lake, IL 60014

After recording, return to:

City of Crystal Lake
Community Development
100 W. Woodstock Street
Crystal Lake, IL 60014

Ord. No.
File No.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 53 SECONDS 44 MINUTES EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 12.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 44 SECONDS EAST ALONG THE SAID LINE OF 90.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 04 SECONDS EAST, 385.30 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST, 102.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE, 361.79 FEET TO A LINE 23.00 FEET SOUTH OF AN PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 53 MINUTES 44 SECONDS EAST ALONG SAID PARALLEL LINE 12.04 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 15 SECONDS WEST, 23.00 FEET; TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

COMMONLY KNOWN AS southeast corner of Randall Road and Meredith Drive/Ackman Road in Crystal Lake, Illinois 60014. PIN: 19-17-300-007.

Draft

Ord. No.
File No.

EXHIBIT “B”
PLAT OF ANNEXATION

Draft

Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE ZONING CERTAIN PROPERTY "B-2 PUD" GENERAL COMMERCIAL DISTRICT AND GRANTING A PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT

Draft

WHEREAS, Professional Resource Development, Inc. (hereinafter, the "Owner") is the owner of property legally described in Exhibit A, attached hereto (hereinafter, the "Subject Property"); and

WHEREAS, pursuant to an application filed by the Owner, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on October 27, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on November 15, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed zoning of the Subject Property to "B-2 PUD" General Commercial District Planned Unit Development and granting of a Preliminary and Final Planned Unit Development; and

WHEREAS, on November 15, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the zoning of the Property be changed to "B-2 PUD" General Commercial Planned Unit Development and a Preliminary and Final Planned Unit Development, all as more

specifically set forth in that certain Report of the Planning and Zoning Commission in Case #PLN-2023-00170, dated as of November 15, 2023; and

WHEREAS, the City Council of the City of Crystal Lake, pursuant to notice duly published on November 16, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on December 5, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed annexation of the subject property (Exhibit A); and

WHEREAS, said territory has been duly annexed by ordinance to the City of Crystal Lake; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the property legally described herein below be classified and zoned as indicated.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

Draft

SECTION I: Recitals: The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

SECTION II: That the following described Property is hereby zoned and classified "B-2 PUD" General Commercial Planned Unit Development district.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 53 SECONDS 44 MINUTES EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 12.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 44 SECONDS EAST ALONG THE SAID LINE OF 90.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 04 SECONDS EAST, 385.30 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST,

102.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE, 361.79 FEET TO A LINE 23.00 FEET SOUTH OF AN PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 53 MINUTES 44 SECONDS EAST ALONG SAID PARALLEL LINE 12.04 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 15 SECONDS WEST, 23.00 FEET; TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

COMMONLY KNOWN AS southeast corner of Randall Road and Meredith Drive/Ackman Road in Crystal Lake, Illinois 60014. PIN: 19-17-300-007.

SECTION III: That a Preliminary and Final Planned Unit Development are hereby granted for the property commonly known as Southeast Corner of Randall Road and Meredith Drive/Ackman Road, Crystal Lake, IL (PINs 19-18-428-006 and 19-17-300-007) for a commercial development subject to the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Professional Resource Development, dated 10/24/2023, received 10/25/2023)
   B. Site Plans (Tarr Group, dated 09/26/2023, last revised 10/24/2023, received 10/25/2023)
   C. Architectural Plans (GDP Group, Inc., not dated, received 10/25/2023)
   D. Landscape Plan (Tarr Group, dated 09/26/2023, last revised 10/24/2023, received 10/25/2023)
   E. Traffic Impact Summary (Tarr Group, dated 10/24/2023, received 10/25/2023)
   F. Site Lighting Plan (Standard Electric, dated 08/11/2023, received 10/25/2023)

2. The following B-2 uses are prohibited on this property:
   A. Auto Dealers
   B. Other Motor Vehicle Dealers
   C. Automotive Accessory Sales and Installation
   D. Internet Auto Sales
   E. Passenger Car Rental and Leasing
   F. Truck, Utility Trailer, and RV Rental and Leasing
   G. Automotive Repair, Minor and Major
   H. Automotive Oil Change and Lubrication Shops
   I. Car Washes

Draft

J. Major Automotive Repair uses with Automobile Dealer as an ancillary use
K. Nursery, Garden Center, and Farm Supply Stores
L. Gasoline Stations (with or without convenience stores)
M. Home and Garden Equipment Repair and Maintenance
N. Reupholstery and Furniture Repair
O. Footwear and Leather Goods Repair
P. Dry-Cleaning and Laundry Services
Q. Industrial Launderers
R. Funeral Homes
S. Crematories
T. Photofinishing Laboratories
U. Shooting Range
V. Recycling Drop Off Point
W. Or other such similar uses that could cause concern of pollution of the Fen.

3. Signage must comply with the requirements of Section 4-1000 of the UDO.

4. All site lighting must comply with the requirements of Section 4-800 of the UDO.

5. The petitioner shall address all of the review comments and requirements of the Community Development, Engineering, Public Works, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.

Draft

SECTION IV: That the City Clerk is hereby directed to amend the official zoning map of the City of Crystal Lake and all pertinent records of the City of Crystal Lake to show the Preliminary and Final Planned Unit Development, and zoning classification of the above-described property in accordance with the provisions of this Ordinance, as provided by law.

SECTION V: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provide by law.

AYES:

NAYS:

Ord. No.
File No.

ABSENT:

PASSED this 5th day of December, 2023.

APPROVED by me this 5th day of December, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Aaron T. Shepley, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 5, 2023
Approved: December 5, 2023

Draft

Ord. No.
File No.

EXHIBIT A

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 53 SECONDS 44 MINUTES EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 12.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 44 SECONDS EAST ALONG THE SAID LINE OF 90.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 04 SECONDS EAST, 385.30 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST, 102.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE, 361.79 FEET TO A LINE 23.00 FEET SOUTH OF AN PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 53 MINUTES 44 SECONDS EAST ALONG SAID PARALLEL LINE 12.04 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 15 SECONDS WEST, 23.00 FEET; TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

COMMONLY KNOWN AS southeast corner of Randall Road and Meredith Drive/Ackman Road in Crystal Lake, Illinois 60014. PIN: 19-17-300-007.

Draft

#PLN-2023-170
SEC of Randall Road and Meredith Drive/Ackman Road – Rezoning and Preliminary/ Final PUD
Project Review for Planning and Zoning Commission

Date:	November 15, 2023
Request:	1. Rezoning upon Annexation from E Estate Residential to B-2 PUD General Commercial for Parcel 19-17-300-007 2. Preliminary and Final Planned Development to allow a limited service restaurant with drive-through and dental office, with a restriction on the allowable uses in the B-2 General Commercial zoning district
Location:	Southeast corner of Randall Road and Meredith Drive/Ackman Road
Acreage:	Approximately 2.41 acres
Zoning:	B-2 PUD General Commercial
Surrounding Properties:	North: B-2 PUD General Commercial South: O Office East: City Limits - Lake in the Hills Fen West: RE Residential Estate
Staff Contact:	Katie Rivard (815.356.3612)

Background:

- The site is vacant and adjacent to the Lake in the Hills Fen. It is located at the southeast corner of Randall Road and Meredith Drive/Ackman Road. The Fen is a high quality natural resource and certain B-2 uses are being restricted through the PUD to prevent future redevelopment of the site with uses that could pollute the Fen.
- In 2022, the site received approval for a Preliminary and Final PUD for a Starbucks with a drive-through, Comprehensive Land Use Plan Amendment from Office to Commerce and Rezoning from O Office to B-2 PUD General Commercial. The purchase of the property fell through and therefore the project could not proceed with the buildout.

Development Analysis:

LAND USE/ZONING

- The site is currently zoned B-2 PUD General Commercial, which is appropriate for the proposed uses.
- The current Comprehensive Plan land use designation is Commerce, which is an appropriate land use designation.
- The proposed development would include a 2,541 square foot Starbucks restaurant with drive-through and a 4,256 square foot dental office.
- The petitioner is also requesting to annex the adjacent vacant parcel to the east, which is show as partial in the city limits and unincorporated. The annexation will clean up the discrepancy.



SITE LAYOUT

- The proposed development meets the B-2 General Commercial dimensional standards (setbacks and all other bulk requirements).
- Access is provided on Meredith Drive. The access point lines up with the access point across the street.
- The drive-through provides an escape lane and stacking for 12 vehicles. The UDO requires a total of nine (9) stacking spaces.
- A sidewalk will be installed along Meredith Drive. The sidewalk will extend to the parking lot where it will connect to a striped crosswalk that leads to the proposed building.
- The McHenry County Division of Transportation (MCDOT), as part of their planned improvements on Randall Road, will install a multi-use path on the east side of Randall Road.

BUILDING ELEVATIONS

- The proposed building will include a combination of grey and brown brick, brown vertical wood/siding, grey stucco and bronze metal.
- The majority of the building is brick. Brown cement siding panels are featured on the Starbucks drive-through window and the southwest corner at the entrance of the dental office. Starbucks entrance features a combination of stucco and brick.
- Canopies are featured above each entrance using a dark brown/bronze color. Individual awnings are placed above each window.
- Commercial developments are required to comply with at least six (6) of the optional design standards. The proposed building meets eight (9) of the ten (10) design standards.
    - ✓ Building form
    - ▪ Building massing and articulation – *Does not meet on the east/rear side of the building only.*
    - ✓ Rooflines and parapet
    - ✓ Building materials
    - ✓ Roof materials
    - ✓ Building colors
    - ✓ Building Fenestration
    - ✓ Entrance design
    - ✓ Canopy/awning design
    - ✓ Overall façade design

PARKING

- The proposed development will provide 59 parking spaces. 54 parking spaces are required per the UDO.

LANDSCAPE

- The petitioner has provided a landscape plan illustrating a combination of deciduous and ornamental trees and shrubs around the perimeter of the parking lots and within the parking lot islands. Per staff's request, the petitioner has also included additional landscaping along the drive-through lanes facing Randall Road.
- Street trees will be planted along both Randall Road and Meredith Drive.
- A five-foot foundation landscaping is shown for proposed building.

SIGNAGE

- The petitioner did not provide sign plans. A condition was included that signage must comply with the requirements of Section 4-1000 of the UDO.

- Each tenant is permitted a total of 75 square feet in sign area (50 square feet maximum for any one (1) sign or on one (1) façade). No single sign can exceed 50 square feet along a maximum of 70% of the individual tenant-suite frontage. Corner tenants can install up to three (3) signs.
- One (1) freestanding sign is permitted up to 80 square feet in sign area and no more than 9 feet in height is permitted. Freestanding signs must be setback a minimum 10 feet from all property lines.

TRAFFIC STUDY

- The petitioner provided MCDOT a Traffic Impact Summary. The County wanted to understand if the added Starbucks traffic in the AM and PM peak hours would result in traffic queuing and backing up onto Randall Road. The summary determined there would be no adverse effects anticipated with the proposed development.

Findings of Fact:

REZONING

- A portion of the property is currently zoned A-1 Agriculture in McHenry County. Properties annexed into the City of Crystal Lake come in as E – Estate zoning.
- The property would be rezoned to the City's B-2 PUD General Commercial. The General Commercial zoning criteria is:
    - General: This district is the City's primary commercial district. It accommodates highway service uses and community or regional commercial, office and service uses.
    - Character: This district is characterized by a large amount of parking, which often exceeds the building coverage. Landscape buffers and landscaped parking areas are required to soften the impact of such commercial uses on neighbors and to make the streetscape more attractive. Architectural and other design controls are intended to encourage and require more attractive buildings and avoid visual degradation caused by very large buildings with large blank walls and no building articulation or design elements.
    - Uses: This district is intended to provide for a full range of commercial uses.

Criteria for Rezoning:

(a) The existing uses and zoning of nearby property.
☒ *Meets* ☐ *Does not meet*

(b) The extent to which property values are diminished by a particular zoning classification or restriction.
☒ *Meets* ☐ *Does not meet*

(c) The extent to which the destruction of property value of a petitioner property owner promotes the health, safety, morals or general welfare of the public.
☒ *Meets* ☐ *Does not meet*

(d) The relative gain to the public as opposed to the hardship imposed on a petitioning property owner.
☒ *Meets* ☐ *Does not meet*

(e) The suitability of the subject property for its zoned purposes.
☒ *Meets* ☐ *Does not meet*

(f) The length of time the property has been vacant as zoned, considered in the context of land development in the area.
☒ *Meets* ☐ *Does not meet*

(g) The Comprehensive Plan designation and the current applicability of that designation.
☒ *Meets* ☐ *Does not meet*

(h) The evidence or lack of evidence, of community need for the use proposed.
☒ *Meets* ☐ *Does not meet*

PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT

The petitioner is requesting approval of a Preliminary and Final Planned Unit Development to allow a 2,541 square foot limited service restaurant with drive-through and 4,256 square foot dental office, with a restriction on the allowable uses in the B-2 General Commercial zoning district. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

Section 2-400 B General Standards for all special uses in the Unified Ordinance establishes standards for all special uses in Crystal Lake. Briefly, the criteria are as follows:

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.
   ☒ *Meets* ☐ *Does not meet*

2. The use will not be detrimental to area property values.
   ☒ *Meets* ☐ *Does not meet*

3. The use will comply with the zoning districts regulations.
   ☒ *Meets* ☐ *Does not meet*

4. The use will not negatively impact traffic circulation.
   ☒ *Meets* ☐ *Does not meet*

5. The use will not negatively impact public utilities or municipal service delivery systems. If required, the use will contribute financially to the upgrading of public utilities and municipal service delivery systems.
   ☒ *Meets* ☐ *Does not meet*

6. The use will not negatively impact the environment or be unsightly.
   ☒ *Meets* ☐ *Does not meet*

7. The use, where possible will preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standards.
   ☒ *Meets* ☐ *Does not meet*

8. The use will meet requirements of all regulating governmental agencies.
   ☒ *Meets* ☐ *Does not meet*

9. The use will conform to any conditions approved as part of the issued Special Use Permit.
   ☒ *Meets* ☐ *Does not meet*

10. The use will conform to the regulations established for specific special uses, where applicable.
    ☒ *Meets* ☐ *Does not meet*

In addition PUDs must also meet the standards in Section 4-500 C. Development Standards and 4-500 D. 1 Additional standards for Planned Unit Developments Commercial PUDs.

1. Implements the vision and land use policies of the Comprehensive Plan.
   ☒ *Meets* ☐ *Does not meet*

2. Shall not result in substantial adverse effect on adjacent property, natural resources, infrastructure, public sites or other matter of public health, safety and welfare.
   ☒ *Meets* ☐ *Does not meet*

3. PUDs must provide transitional uses to blend with adjacent development.
   ☒ *Meets* ☐ *Does not meet*

4. PUD phases must be logically sequenced.
   ☒ *Meets* ☐ *Does not meet*

5. The density and intensity of a PUD shall be in accordance with the Comprehensive Plan.
   ☒ *Meets* ☐ *Does not meet*

6. All dimensional standards shall be listed within the PUD plan if they do not meet the Ordinance minimum standards.
   ☒ *Meets* ☐ *Does not meet*

7. The responsible parties for all on-site and other required public improvements shall be established and a utility plan indicating all proposed easements shall be provided.
   ☒ *Meets* ☐ *Does not meet*

8. Any private infrastructure shall comply with the city standards.
   ☒ *Meets* ☐ *Does not meet*

9. The PUD plan shall establish the responsibility of the applicant/developer.
   ☒ *Meets* ☐ *Does not meet*

10. A bond or letter of credit shall be posted to cover required fees or public improvements.
☒ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Commerce, which allows for existing and future commercial uses. The following goal is applicable to this request:

Land Use: Commerce

Goal: Maintain a dynamic and sustainable base of commercial uses that provides a solid tax base, goods, services and jobs to the city, as well as, the surrounding region through coordination in the Unified Development Ordinance, Comprehensive Land Use Plan and Economic Development Strategic Plan.

The Comprehensive Plan indicates this can be accomplished with the following supporting action:

Supporting Action: Promote, retain and attract businesses that provide a diverse tax base.

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Professional Resource Development, dated 10/24/2023, received 10/25/2023)
   B. Site Plans (Tarr Group, dated 09/26/2023, last revised 10/24/2023, received 10/25/2023)
   C. Architectural Plans (GDP Group, Inc., not dated, received 10/25/2023)
   D. Landscape Plan (Tarr Group, dated 09/26/2023, last revised 10/24/2023, received 10/25/2023)
   E. Traffic Impact Summary (Tarr Group, dated 10/24/2023, received 10/25/2023)
   F. Site Lighting Plan (Standard Electric, dated 08/11/2023, received 10/25/2023)

2. The following B-2 uses are prohibited on this property:
   A. Auto Dealers
   B. Other Motor Vehicle Dealers
   C. Automotive Accessory Sales and Installation
   D. Internet Auto Sales
   E. Passenger Car Rental and Leasing
   F. Truck, Utility Trailer, and RV Rental and Leasing
   G. Automotive Repair, Minor and Major
   H. Automotive Oil Change and Lubrication Shops
   I. Car Washes
   J. Major Automotive Repair uses with Automobile Dealer as an ancillary use
   K. Nursery, Garden Center, and Farm Supply Stores
   L. Gasoline Stations (with or without convenience stores)

M. Home and Garden Equipment Repair and Maintenance
N. Reupholstery and Furniture Repair
O. Footwear and Leather Goods Repair
P. Dry-Cleaning and Laundry Services
Q. Industrial Launderers
R. Funeral Homes
S. Crematories
T. Photofinishing Laboratories
U. Shooting Range
V. Recycling Drop Off Point
W. Or other such similar uses that could cause concern of pollution of the Fen.

3. Signage must comply with the requirements of Section 4-1000 of the UDO.

4. All site lighting must comply with the requirements of Section 4-800 of the UDO.

5. The petitioner shall address all of the review comments and requirements of the Community Development, Engineering, Public Works, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Crystal Lake Dental & Starbucks

Action Requested

- ✓ **Annexation**
- ___ **Comprehensive Plan Amendment**
- ___ **Conceptual PUD Review**
- ✓ **Final PUD**
- ___ **Final PUD Amendment**
- ___ **Final Plat of Subdivision**
- ✓ **Preliminary PUD**
- ___ **Preliminary Plat of Subdivision**
- ___ **Rezoning**
- ___ **Special Use Permit**
- ✓ **Variation**
- ___ **Other**

Petitioner Information

Name: Professional Resource Development, Inc.

Address: PO Box 768
Effingham, IL 62401

Phone: 314-803-3222

Fax: _____

E-mail: ccornwell@wmgdevelopment.com

Owner Information (if different)

Name: same as Petitioner

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Property Information

Project Description: 4,355 SF professional dental office and 2,470 SF quick serve restaurant with parking and landscape improvements

Project Address/Location: Southeast corner of Ackman Rd & Randall Rd
1341 Randall Road, Crystal Lake, IL 60014

PIN Number(s): 19-18-428-006 & 19-17-300-007

Development Team

Please include address, phone, fax and e-mail

Developer: WMG Development, LLC
PO Box 768, Effingham, IL 62401
Chad Cornwell
ccornwell@wmgdevelopment.com

Architect: GPD Group
520 South Main Street, Suite 2531
Akron, OH 44311
Dan Roush
droush@gpdgroup.com

Attorney:

Engineer: Tarr Group, LLC
8650 State Road 32, Zionsville, IN 46077
Jamie Linenberg
jamie@tarr-group.com

Landscape Architect: Tarr Group, LLC
8650 State Road 32, Zionsville, IN 46077
Tim Huber
tim@tarr-group.com

Planner:

Surveyor: Clark Land Services, Inc.
177 S Tiffany Drive, Pueblo West, CO 81007
Devin Blue
devinb@clarkls.com

Other:

Signatures

PETITIONER: Print and Sign name (*if different from owner*) **Date**

As owner of the property in question, I hereby authorize the seeking of the above requested action.

Chad Cornwell 10/24/23

OWNER: Print and Sign name **Date**

NOTE: If the property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.

Northwest Herald

NORTHWEST HERALD

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Notice Publish Date:
Thursday, November 16, 2023

Notice Content

PUBLIC NOTICE STATE OF ILLINOIS) COUNTY OF MCHENRY)SS BEFORE THE CORPORATE AUTHORITIES OF THE CITY OF CRYSTAL LAKE MCHENRY COUNTY, ILLINOIS IN THE MATTER OF THE PETITION OF PROFESSIONAL RESOURCE DEVELOPMENT, LLC FOR APPROVAL OF AN INITIAL ZONING CLASSIFICATION FOR A PARCEL OF LAND TO BE ANNEXED TO THE CITY OF CRYSTAL LAKE, ILLINOIS NOTICE OF PUBLIC HEARING ON PETITION FOR THE ANNEXATION OF CERTAIN PROPERTY INTO THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS PLEASE TAKE NOTICE THAT, pursuant to 65 ILCS 5/11-15.1-1 et seq., the Corporate Authorities of the City of Crystal Lake, Illinois will conduct a public hearing on a proposed annexation relating to the territory described below on December 5, 2023 at 7:00 p.m. at the Crystal Lake City Hall, 100 West Woodstock Street, Crystal Lake, Illinois. Following such hearing, said Corporate Authorities may consider action on such annexation and, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the annexation of the territory described below. Said annexation consists of the parcels totaling approximately 0.895 acres and legally described as follows: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 53 SECONDS 44 MINUTES EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 12.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 44 SECONDS EAST ALONG THE SAID LINE OF 90.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 04 SECONDS EAST, 385.30 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST, 102.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE, 361.79 FEET TO A LINE 23.00 FEET SOUTH OF AN PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 53 MINUTES 44 SECONDS EAST ALONG SAID PARALLEL LINE 12.04 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 15 SECONDS WEST, 23.00 FEET; TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. COMMONLY KNOWN AS SOUTHEAST CORNER OF RANDALL ROAD AND MEREDITH DRIVE/ACKMAN ROAD IN CRYSTAL LAKE, ILLINOIS 60014. PIN: 19-17-300-007. The Crystal Lake Rural Fire Protection provides fire protection. If the territory described above is annexed, fire protection and library services will be provided to such territory by the City of Crystal Lake. Anyone with questions or seeking additional information regarding the annexation should contact Planning & Economic Development at 815-356-3605 or planning@ crystallake.org. All persons interested in commenting on the proposed annexation shall have the right to be heard at the time herein prescribed. Such hearing may be continued to another date without further notice. Nick Kachiroubas, City Clerk City of Crystal Lake (Published in Northwest Herald November 16, 2023) 2124003

Back

Mr. Smith stated everything looks fine from his perspective. He asked why transmitters cannot sit on transmission towers. Mr. Ricardo Ramirez, Senior Project Manager provided an explanation. He stated antenna spacing is strategically placed. They are spaced to not interfere with each other.

Ms. Repholz asked if there was a 90-foot tower currently. Mr. Otter confirmed. Ms. Repholz confirmed colocation is not available. Mr. Otter confirmed and provided further explanation on co-location and transmission distribution towers. It would create a safety issue. Ms. Repholz stated she is excited to add the smart grid initiative for Crystal Lake.

Mr. Greenman recapped the discussion. He appreciated the thoroughness and asked staff to further review the collapse point criteria and make a note to City Council. He told the petitioner this would not be a holding situation for their decision. Mr. Otter they would ask the engineer that designs the pole for more information. Mr. Greenman stated the petitioner meets the Findings of Fact.

Ms. Teetsov made a motion to approve 2023-214 the Special Use Permit for a 104-foot-high Radio Transmission / Wireless Communication Tower for ComEd communications. Mr. Smith seconded the motion. On roll call, Members Greenman, Gronow, Mason, Repholz, Skluzacek, Smith and Teetsov voted yes. Motion passed 7-0.

2023-170 – RANDALL ROAD AND MEREDITH DRIVE – DENTIST AND STARBUCK'S – ANNEXATION, REZONING AND PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT – PUBLIC HEARING

Rezoning upon annexation to B-2 PUD General Commercial for Parcel 19-17-300-007 and Preliminary and Final Planned Unit Development to allow a limited service restaurant with drive-through and dental office, with a restriction on the allowable uses in the B-2 General Commercial zoning district.

Chad Cornwell, WPG Management, and Dylan Tarr, Civil Engineer for Tarr Group were present to represent the petition.

Mr. Tarr stated they are proposing a 6,800 SF dual tenant building with Starbucks and dental office. He noted they have worked with Staff to address comments when they come up, such as traffic. The allowable B-2 uses have been reduced to avoid potential impacts to the Fen.

Mr. Greenman asked the petitioner if they are comfortable with the conditions. Mr. Tarr stated they have no concerns.

Mr. Cornwell stated that Staff has been great to work with. Staff's comments have been thorough, and they worked with them on the elevations. They appreciate Staff's assistance.

Mr. Greenman asked the petitioners to walk through the proposal. Mr. Cornwell spoke to the layout. They wanted to place the drive-through so that it maximizes the stacking without backing up into the street but also conceals the stacking behind the building. He spoke to the previous standalone Starbucks. The previous Starbucks had surface detention ponds, but they are proposing underground detention. There is an adequate buffer along Randall road. It will be aesthetically pleasing, Starbucks has very high standards.

Mr. Greenman asked if they considered the high school being across the street. Mr. Cornwell stated they worked with the County on traffic concerns and they feel they have met those concerns.

Mr. Greenman opened the public hearing.

There being no one who wished to speak on this request, Mr. Greenman closed the public hearing and turned it over to staff.

Staff provided a summary of the request and spoke to the site layout, elevations, landscaping and the traffic memo.

Ms. Teetsov suggested the patio and windows face the Fen rather than Randall Road. Ms. Teetsov noted the Starbucks location downtown and its proximity to the high school. Ms. Teetsov suggested the seating be substantially increased. Ms. Teetsov said a recycling plan was important. She asked the petitioners if they have a recycling plan in place. Mr. Cornwell stated he would have to check on that but there is more than enough room within the enclosure for recycling. It would be up to the tenant, but noted Starbucks is a sustainable company. Ms. Teetsov requested a recycling plan prior to City Council.

Mr. Gronow suggested more stacking spaces and noted there were more than enough parking spaces. Mr. Cornwell stated the dental office is a good co-tenant. The parking demand works well together. There is not as high of demand for a dental office.

Mr. Skluzacek would like if the building was situated facing the Fen but had no questions. Mr. Tarr noted the patio does have some view of the Fen.

Ms. Mason noted she passed another Starbucks and dental office development and thought the design and layout was appeasing to the eye. She thanked the petitioners.

Mr. Smith stated he is a civil engineer. He thinks everything looks great. From an engineering perspective, he spoke to the outlet from the underground detention to the south side of the property. He noted he is worried about washout in high flow situations, and asked if there was any way to protect the slope, or look at size of riprap on the outlet. Mr. Tarr responded the overflow for underground detention is built into the structure so that it will still end up in the pipe not the slope. It is designed to take the 100-year out of the pipe. Mr. Smith still concerned with riprap area but will leave that up to Staff to review.

Ms. Repholz asked about the multi-use path. Mr. Cornwall stated it is a County project to provide an 8-foot wide path to be used for walking, biking, etc. Ms. Repholz questioned if anyone will walk across Randall to get there. The number of stacking is more critical as most will not walk.

Mr. Greenman said he does not think there is a crosswalk there now. He spoke to the surrounding uses. It would be a far walk but they need a safe way to cross the street. Mr. Smith noted there are no crosswalks there now. Mr. Greenman stated they are driving traffic there but it's not that far for people to walk. He stated it would be helpful for City Council to have information on the pedestrian-friendless of the site. Mr. Greenman spoke to the aromas in the area. The City's sewage plant is in the area, and sometimes puts off a strong aroma. The fen is beautiful great opportunity. He asked the petitioners to think of taking

advantages of all the aspects in the area. There could be an opportunity to re-orient the building. Mr. Cornwell said they would look at the layout again. Mr. Greenman appreciates the project.

Ms. Repholz asked if the petitioner would be back for signage. Ms. Rivard stated no. They would be required to meet the UDO standards or seek a variation.

Mr. Smith made a motion to approve 2023-170 for the Rezoning upon annexation to B-2 PUD General Commercial for Parcel 19-17-300-007 and Preliminary and Final Planned Unit Development to allow a limited service restaurant with drive-through and dental office, with a restriction on the allowable uses in the B-2 General Commercial zoning district. Ms. Repholz seconded the motion. On roll call, Members Greenman, Gronow, Mason, Smith, Skluzacek, Repholz, and Teetsov voted yes. Motion passed 7-0.

REPORT FROM PLANNING

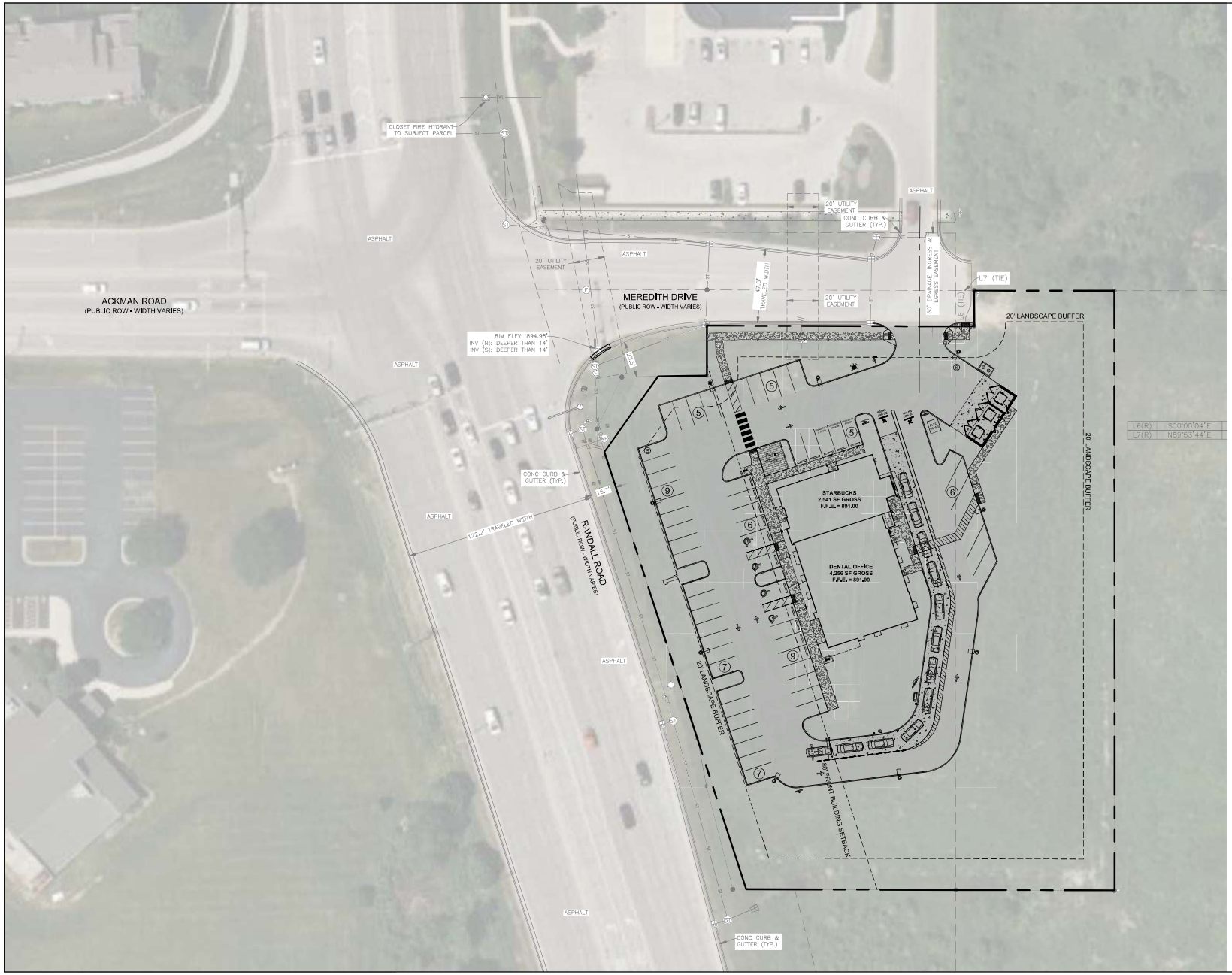
Staff noted the items that were recently approved by the City Council.

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Mr. Smith made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 8:06 p.m.



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LICENSED PROFESSIONAL ENGINEER
DYLAN TARR
062-072492
OF ILLINOIS
10/24/2024

TARR GROUP
8650 E. STATE ROAD 32
ZIONSVILLE, IN 46077
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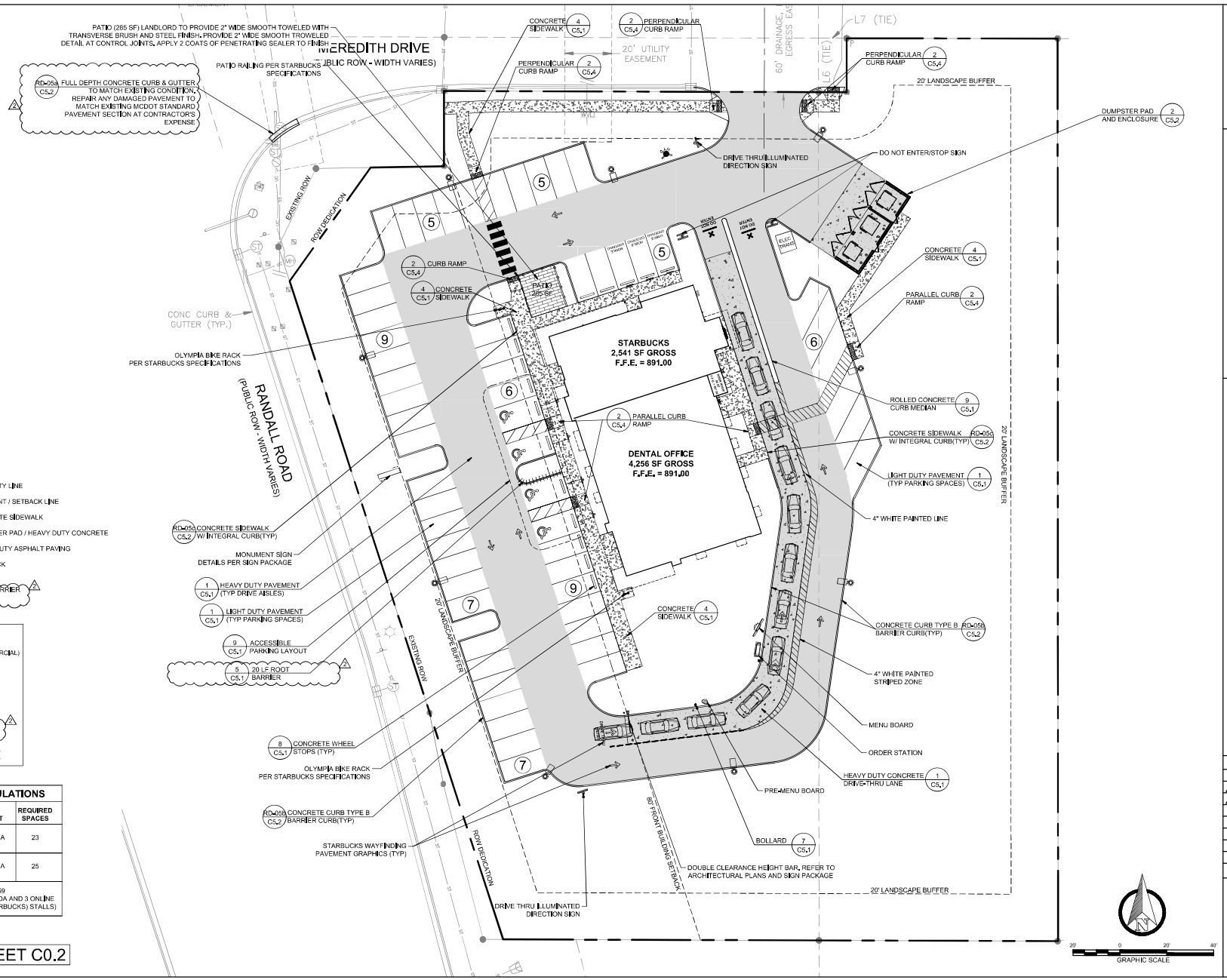
CRYSTAL LAKE DENTAL OFFICE AND STARBUCKS
WMG ACQUISITIONS, LLC
RANDALL ROAD & ACKMAN ROAD
CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

ORIGINAL ISSUE DATE:	08/11/2023
REVISIONS:	
1 REVISION 1	09/26/2023
2 REVISION 2	10/24/2023

PROJ. NO. 23005

OVERALL SITE PLAN

C2.0



LEGEND

- PROPERTY LINE
- EASEMENT / SETBACK LINE
- CONCRETE SIDEWALK
- DUMPSTER PAD / HEAVY DUTY CONCRETE
- HEAVY DUTY ASPHALT PAVING
- BIKE RACK
- SIGN
- ROOT BARRIER

SITE DATA TABLE

PROPERTY ZONED:	B-2 PUD (GENERAL COMMERCIAL)
BUILDING SETBACKS:	FRONT = 80' SIDE = 0' REAR = 0'
SITE AREA	106,182 SF = ±2.44 ACRES
BUILDING AREA:	6,785 SF (GROSS)
EXISTING IMPERVIOUS AREA:	0.00 ACRES = 0%
EXISTING PERVIOUS AREA:	±2.44 ACRES = 100%
PROPOSED IMPERVIOUS AREA:	±1.04 ACRES = 43%
PROPOSED PERVIOUS AREA:	±1.40 ACRES = 57%

PARKING CALCULATIONS

PROPOSED USE	AREA (SF)	REQUIRED PARKING/UNIT	REQUIRED SPACES
RESTAURANT	2,470	1 / 100 SF of GFA	23
DENTAL	4,335	1 / 150 SF of GFA	25
TOTAL SPACES PROVIDED		59 (INCLUDING 4 ADA AND 3 ONLINE ORDERING (STARBUCKS) STALLS)	

SEE NOTES ON SHEET C0.2

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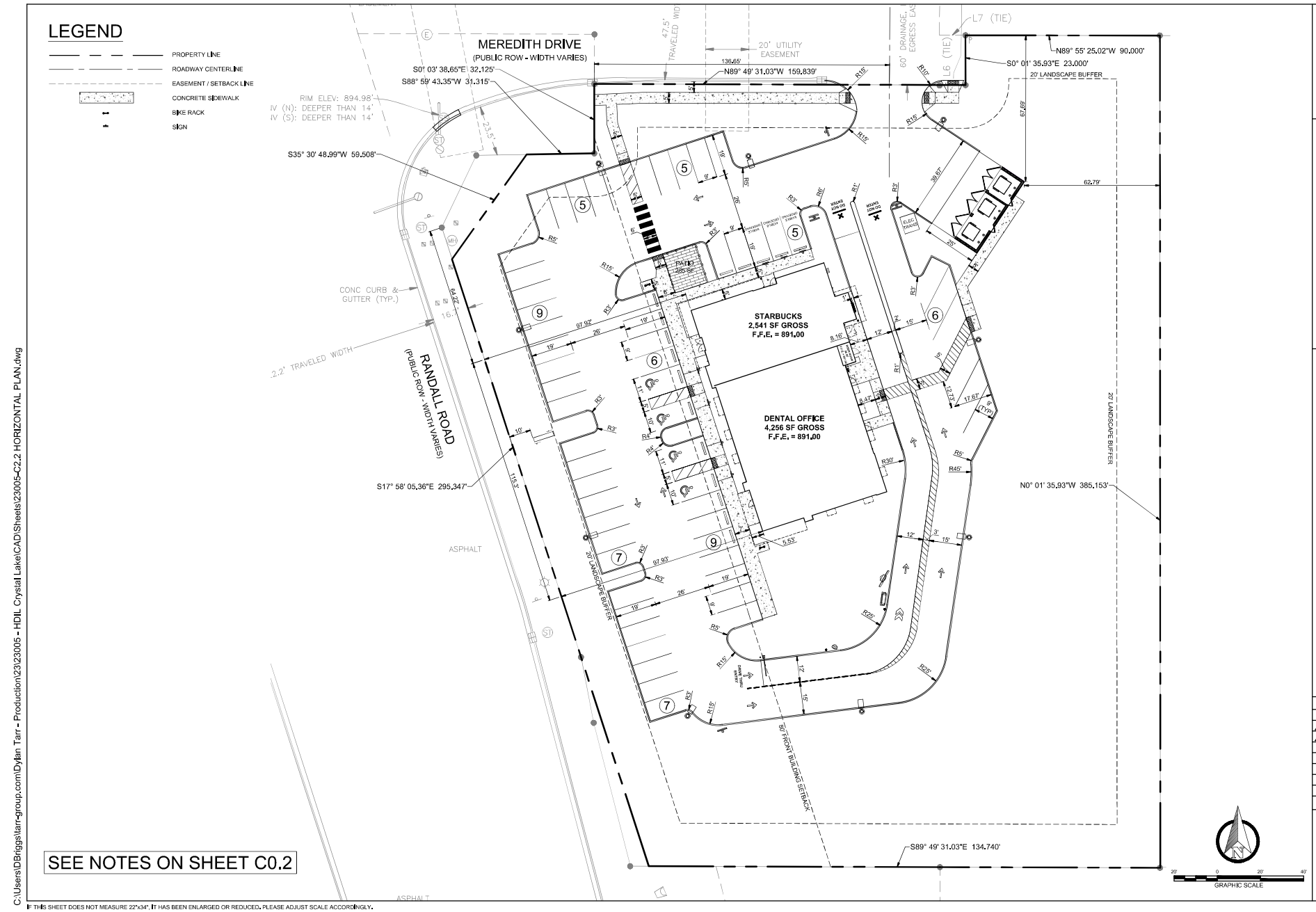
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SITE LAYOUT PLAN

C2.1

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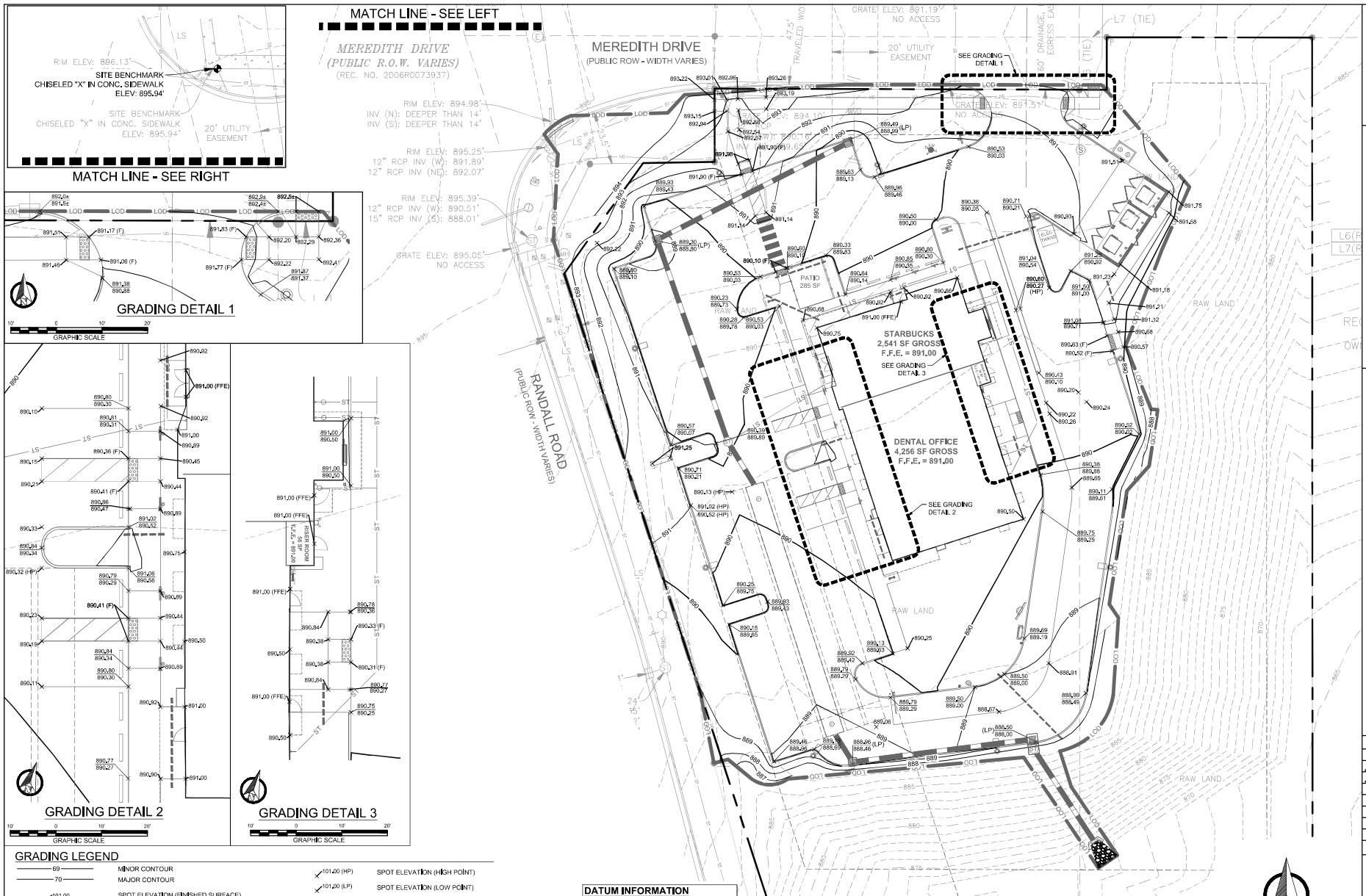
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HORIZONTAL LAYOUT PLAN

C2.2

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GRADING LEGEND

69	MINOR CONTOUR	101.20 (HP)	SPOT ELEVATION (HIGH POINT)
70	MAJOR CONTOUR	101.20 (LP)	SPOT ELEVATION (LOW POINT)
101.00	SPOT ELEVATION (FINISHED SURFACE)	101.50 / 101.00	SPOT ELEVATION (TOP OF CURB / BOTTOM FACE OF CURB)
101.00 (FFE)	SPOT ELEVATION (FINISHED FLOOR ELEVATION)	-1.0%	SLOPE (DOWNHILL)
101.00 (F)	SPOT ELEVATION (FLUSH)		BENCHMARK
101.04 (MEFG)	SPOT ELEVATION (MATCH EXISTING FINISHED GRADE)		

DATUM INFORMATION

ELEVATIONS SHOWN REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

SEE NOTES ON SHEET C0.2

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PROJ. NO. 23005

GRADING PLAN

C4.1

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VERSION 2022.1









BRICK	BRICK	BRICK	WOOD / SIDING	STUCCO / PAINT	METAL
Slate Gray **BRAND:** Acme **SERIES:** Modular **TYPE:** Facebrick **COLOR:** Grey **STYLE:** Extruded	Norwood Blend **BRAND:** Acme **SERIES:** Modular **TYPE:** Facebrick **COLOR:** Neutral **STYLE:** Heritage - 569715	Ashfield **BRAND:** Glen Gery **SERIES:** Family Estate **TYPE:** Facebrick **COLOR:** Brown **STYLE:** Extruded	Nichiha Roughsawn **BRAND:** Nichiha **SERIES:** Wood Series **TYPE:** AWP 3030 **COLOR:** Tobacco **STYLE:** Vertical	Raked Stucco **BRAND:** Sherwin Williams **SERIES:** Neutral Colors **TYPE:** SW 7030 **COLOR:** Anew Gray **STYLE:** Exterior	Urbane Bronze Metal **BRAND:** Sherwin Williams **SERIES:** Neutral Colors **TYPE:** SW 7048 **COLOR:** Urbane Bronze **STYLE:** Exterior

Building Material Percentage* Masonry: 67% Wood: 14% Stucco: 19% *Excludes Glazing

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NOT FOR CONSTRUCTION

WMG MOMENT
Heartland Dental
1200 Network Centre Drive
Effingham, IL 62401

WMG MULTI-TENANT
BUILDING - 'Crystal Lake'
Randall Road & Ackman Road
Crystal Lake, McHenry County, IL

mk	date	issue

EXTERIOR RENDERINGS

A001

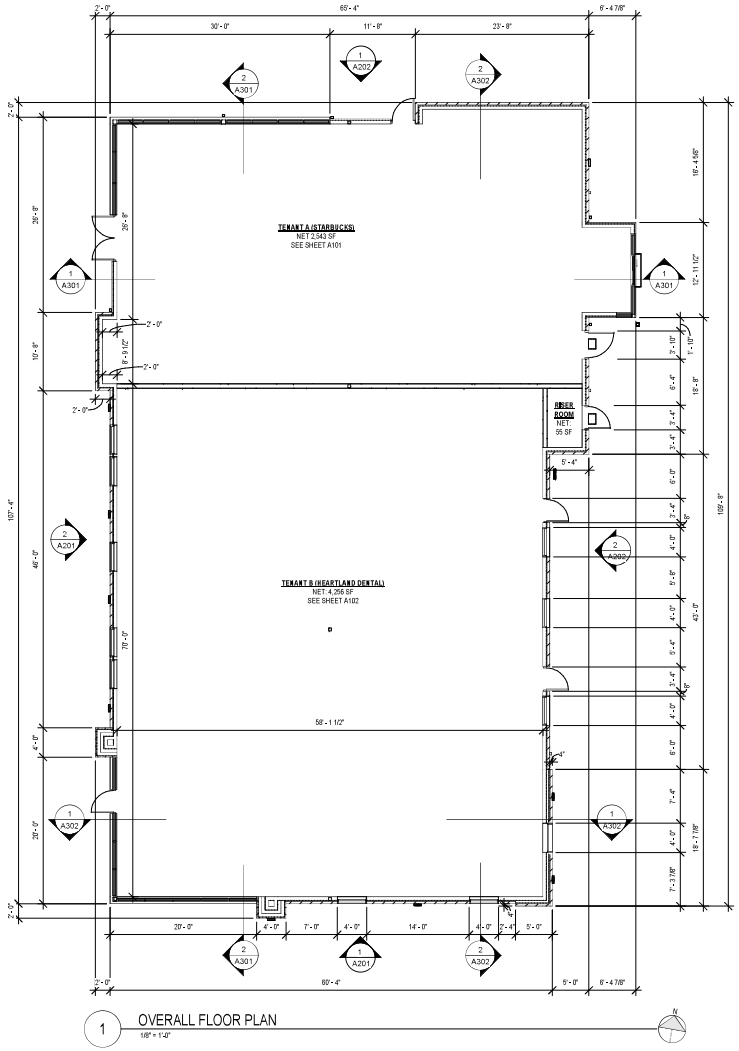
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VERSION 2022.1

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1 OVERALL FLOOR PLAN
1/8" = 1'-0"

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NOT FOR CONSTRUCTION

WMG MULTI-TENANT BUILDING - 'Crystal Lake'

WMG #L22-0771
Randall Road & Ackman Road
Crystal Lake, McHenry County, IL

Heartland Dental
1200 Network Centre Drive
Effingham, IL 62401

mk	date	issue

OVERALL FLOOR PLAN

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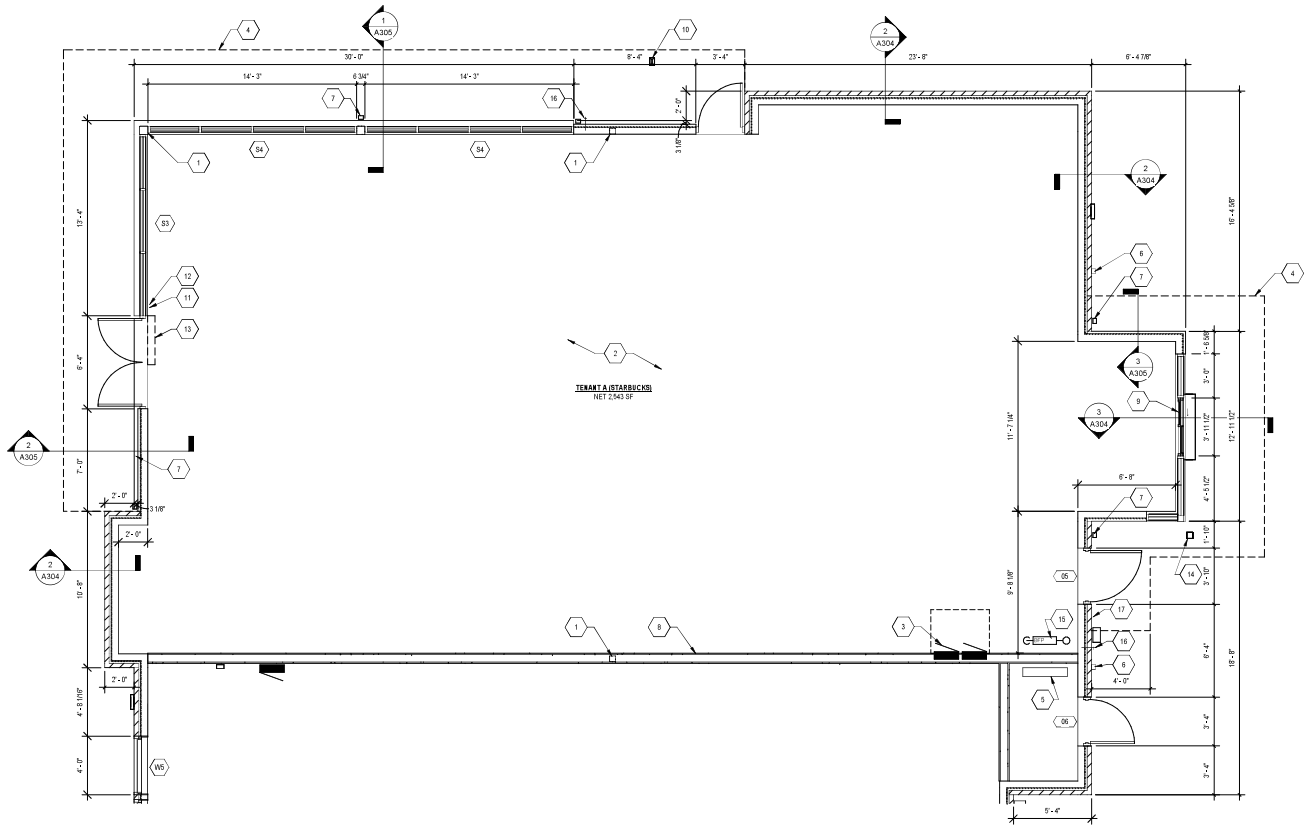
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KEY NOTES

1. STRUCTURAL COLUMN. TO BE COORDINATED WITH STRUCTURAL.
2. CONCRETE SLAB OR SLAB LEAVE-OUT, AS AGREED TO IN LOI.
3. ELECTRICAL PANEL LOCATIONS, MINIMUM 40 GFCI BREAKERS. MAINTAIN MINIMUM CLEARANCE AS REQUIRED BY CODE.
4. OUTLINE OF CANOPY ABOVE. SEE ROOF PLAN AND EXTERIOR ELEVATIONS.
5. 1" BFP AND STRAINER FOR IRRIGATION.
6. ROOF SCUPPER AND DOWNSPOUT. CONNECT VERTICAL LEADERS TO UNDERGROUND STORM DRAIN.
7. CANOPY DOWNSPOUT. CONNECT VERTICAL LEADERS TO UNDERGROUND STORM DRAIN.
8. 1 HR RATED DEMISING WALL. LL TO VERIFY FIRE RESISTANT RATING WITH REGIONAL DESIGN TEAM.
9. DT WINDOW SHELF
10. DOOR ACTUATOR CONTROL PEDESTAL.
11. DOOR ACTUATOR CONTROL ELONGATED PUSH PLATE. MULLION MOUNTED MOUNTED
12. DOOR ACTUATOR KEY SWITCH. MULLION MOUNTED
13. DOOR OPERATOR LOCATED ABOVE KNOWN ACTIVE DOOR.
14. NON-ILLUMINATED PROTECTIVE BOLLARDS.
15. 2" BFP AND STRAINER FOR BUILDING SERVICE.
16. FREEZE RESISTANT HOSE BIB REQUIRED IN GENERAL AREA.
17. GFCI OUTLET ADJACENT TO REAR SERVICE DOOR.



1 ENLARGED FLOOR PLAN - TENANT A
1/4" = 1'-0"

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mk	date	issue

ENLARGED FLOOR PLAN - TENANT A

A102

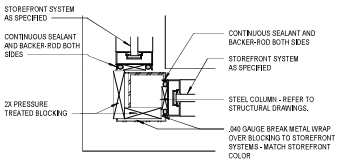
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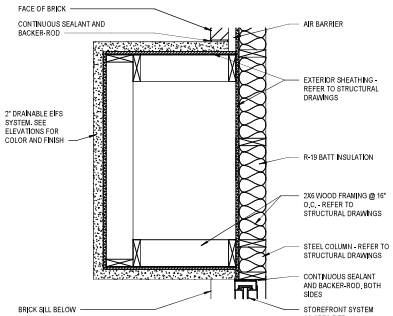
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GENERAL NOTES

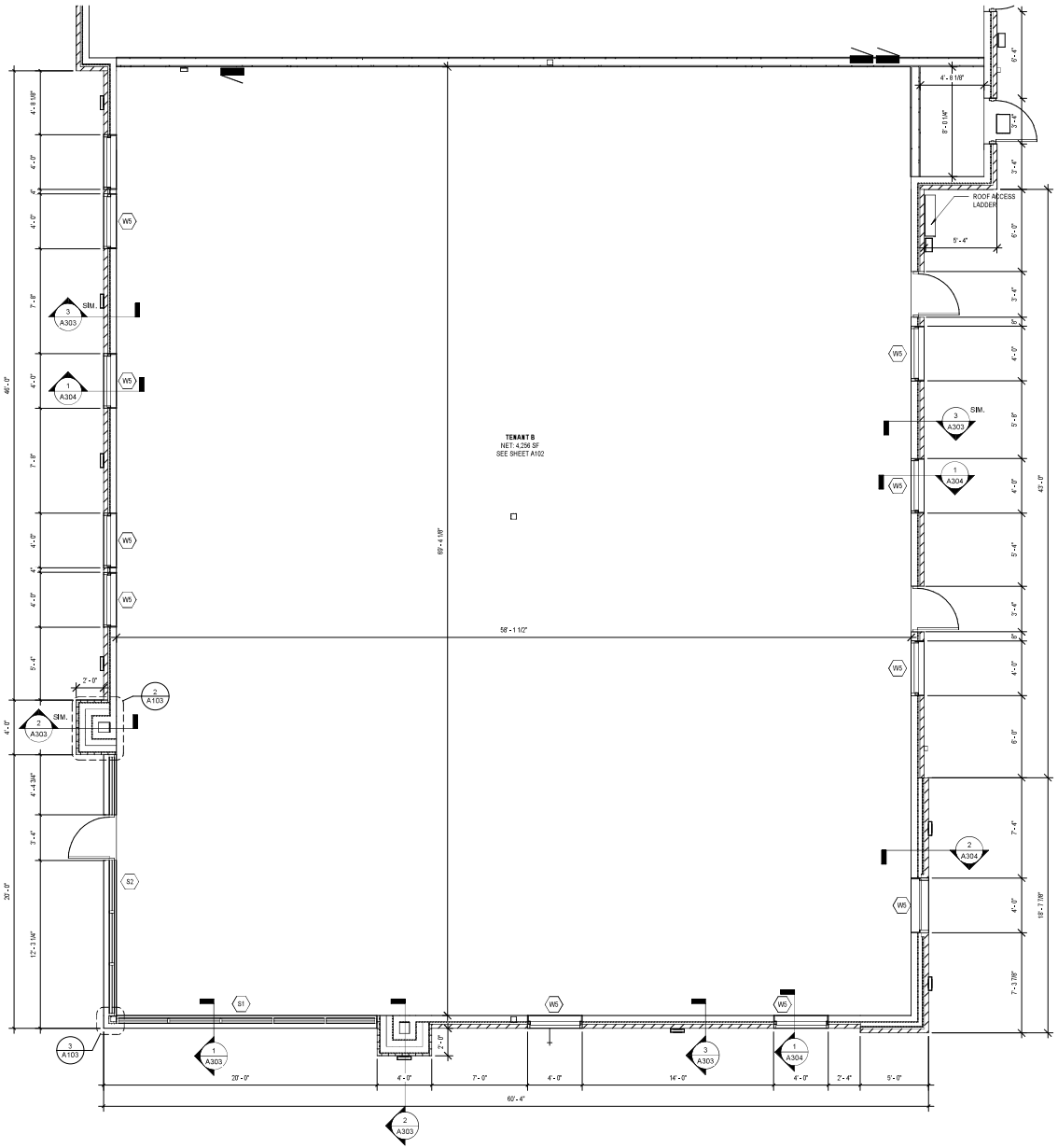
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3 STOREFRONT CORNER DETAIL
1 1/2" = 1'-0"



2 ENLARGED PLAN DETAIL
1" = 1'-0"



1 ENLARGED FLOOR PLAN - TENANT B
1/4" = 1'-0"

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Effingham, IL 62401

mk	date	issue

ENLARGED FLOOR PLAN - TENANT B

A103

2023064.15

9/29/2023 10:36:20 AM

VERSION 2022.1

ELEVATION KEYNOTES

KEYNOTE NUMBER	NOTE
1	PRE-FINISHED METAL COPING WITH CONTINUOUS CLEAT.
2	LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS.
3	ALUMINUM FRAMED STANDING SEAM AWNING COLOR TO BE URBAN BRONZE. 4'-0"x6'-0" CENTERED OVER WINDOW / DOOR.
4	LOCATION OF FUTURE SIGNAGE BY TENANT. FINAL SIZE AND LOCATION TO BE DETERMINED AND SUBMITTED UNDER SEPARATE PERMIT. COORDINATE AND INSTALL BLOCKING AS REQUIRED.
5	ROOF LINE BEYOND.
6	PRE-ENGINEERED METAL CANOPY WITH TIE-BACKS.
7	ALIGN CONTROL JOINT WITH TOP OF WINDOW.
8	HORIZONTAL CONTROL JOINT.
9	VERTICAL CONTROL JOINT.
11	GC TO INSTALL JUNCTION BOX CENTERED ON ELEVATION, BELOW ROOF LINE, AND ABOVE CEILING.
12	SIREN DISK. PRIMARY SIGNAGE OPTION. CENTER SIREN ABOVE ENTRY DOORS. TYPICAL. FINAL LOCATIONS AND QUANTITY OF SIGNAGE TO BE COORDINATED WITH TENANT IMPROVEMENT DRAWINGS. LANDLORD TO PROVIDE BLOCKING. J-BOX WITH PULL STRING FOR FUTURE POWER. SIGNAGE DISCONNECT TO BE LOCATED INSIDE THE BUILDING ADJACENT TO THE SIGN.
13	BLOCKING FOR SIGNAGE.

KEYNOTE NUMBER	NOTE
14	ROOF SCUPPER AND OVERFLOW. CONNECT TO UNDERGROUND STORM DRAIN.
15	CANOPY DOWNSPOUTS. CONNECT TO UNDERGROUND STORM DRAIN.
16	DRIVE THRU WINDOW. PROVIDE READY ACCESS DT SERVICE WINDOW PER REGIONAL SPECIFICATION. WINDOW AND AIR CURTAIN FINISH TO MATCH ADJACENT STOREFRONT. SPECIFIC WINDOW SELECTION BASED ON REGIONAL AND CLIMATE VARIATIONS.
17	DT WINDOW SHELF. INSTALL DEFACE WINDOW SHELF AT 36" AFF INSIDE AND 42" AFF OUTSIDE, AS MEASURED ABOVE THE DT SURFACE, OR AS PER REGIONAL OR SITE REQUIREMENTS.
18	BLADE SIGN.

SIGNAGE NOTES

A. GC TO COORDINATE WITH SIGN VENDOR AND HEARTLAND DENTAL DESIGN MANAGER, OT OBTAIN SHOP DRAWINGS.
B. GC TO COORDINATE ALL ANCHOR REQUIREMENTS, BLOCKING, AND LIGHTING REQUIREMENTS WITH SIGN VENDOR.
C. SIGN VENDOR IS RESPONSIBLE FOR ALL PERMITTING REQUIREMENTS AND VERIFYING WITH AUTHORITY HAVING JURISDICTION (AHJ) FOR ALLOWABLE SIGNAGE SIZE AND REQUIREMENTS.
D. AHJ IS HENRY COUNTY PLANNING AND ZONING. MAXIMUM SQUARE FEET OF SIGNAGE AREA IS 15% PER TENANT SPACE BUILDING WALL FRONTAGE PROVIDED THAT COMBINED TOTAL SQUARE FEET DOES NOT EXCEED THE MAXIMUM SQUARE FEET ALLOWED. SIGNAGE VENDOR TO VERIFY.

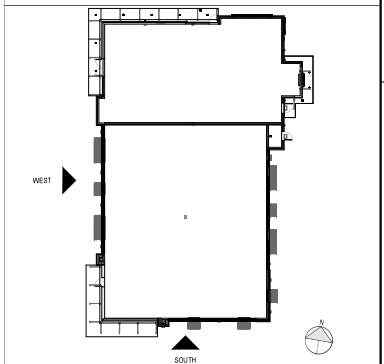
GENERAL NOTES

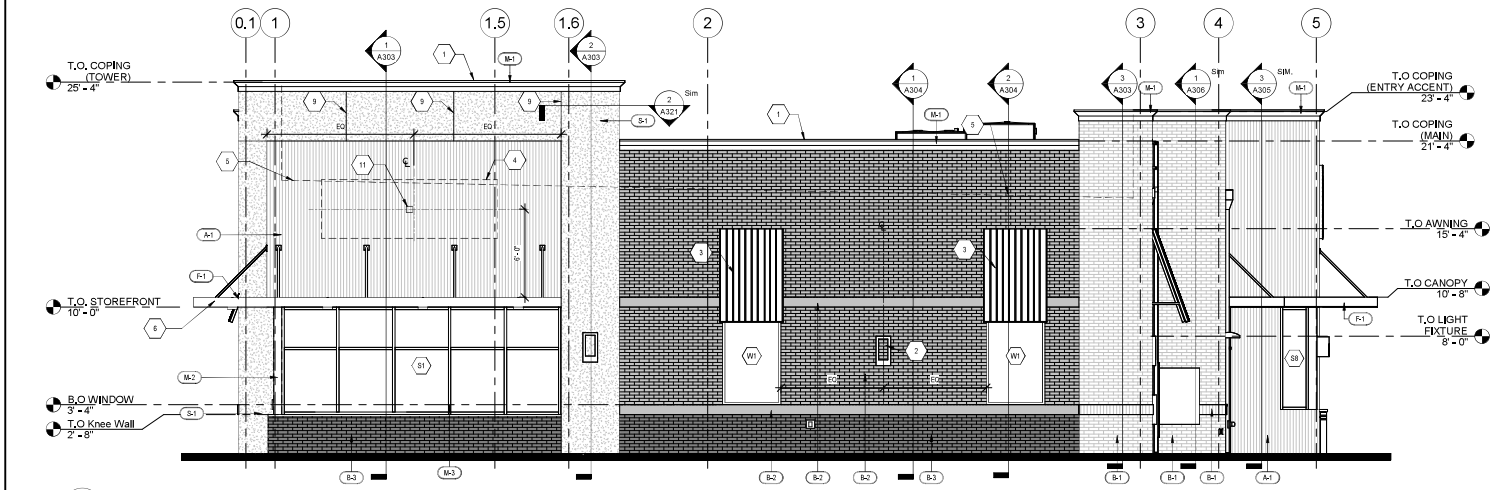
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B. BUILDING SHALL BE CONSTRUCTED TO MEET MINIMUM REQUIREMENTS OF THE CURRENT EDITION OF ASHRAE/IES STANDARD 90.1 AND ASHRAE STANDARD 189.
C. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CROSS-CHECK THE MEP DRAWINGS WITH THE ARCHITECTURAL DRAWINGS PRIOR TO THE ORDERING / INSTALLATION OF MECHANICAL, ELECTRICAL, AND PLUMBING WORK. ANY DISCREPANCIES BETWEEN THE ARCHITECTURAL AND MEP DRAWINGS SHALL BE BROUGHT TO THE ARCHITECTS ATTENTION FOR IMMEDIATE CLARIFICATION.
D. COORDINATE WORK WITH OTHER TRADES, EQUIPMENT FURNISHED BY OTHERS, REQUIREMENTS OF THE TENANT AND LANDLORD/BUILDING OWNER, AND THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE. COORDINATE THE INSTALLATION WITH OTHER TRADES AS REQUIRED TO ENSURE A NEAT AND ORDERLY INSTALLATION. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES BEFORE STARTING WORK.
E. GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE CONSTRUCTION DOCUMENTS. INFORMATION REGARDING THE COMPLETE WORK IS DISPERSED THROUGHOUT THE DOCUMENT SET AND CANNOT BE ACCURATELY DETERMINED WITHOUT REFERENCE TO THE COMPLETE DOCUMENT SET.
F. WHERE THERE MAY BE A CONFLICT IN THE SPECIFICATIONS AND/OR DRAWINGS, THEN THE MORE EXPENSIVE LABOR, MATERIALS AND EQUIPMENT SHALL BE ASSUMED TO BE REQUIRED AND SHALL BE PROVIDED BY THE GENERAL CONTRACTOR TO THE SATISFACTION OF THE TENANT.
G. WHEN WORK, NOT SPECIFICALLY CALLED OUT, IS REQUIRED TO COMPLETE THE PROJECT, IT SHALL BE PROVIDED BY THE GENERAL CONTRACTOR WITH THE BEST MATERIALS AND WORKMANSHIP.
H. PROVIDE CONCEALED BLOCKING BEHIND LOCATIONS OF ALL ATTACHED BUILDING SIGNAGE.

EXTERIOR FINISH SCHEDULE

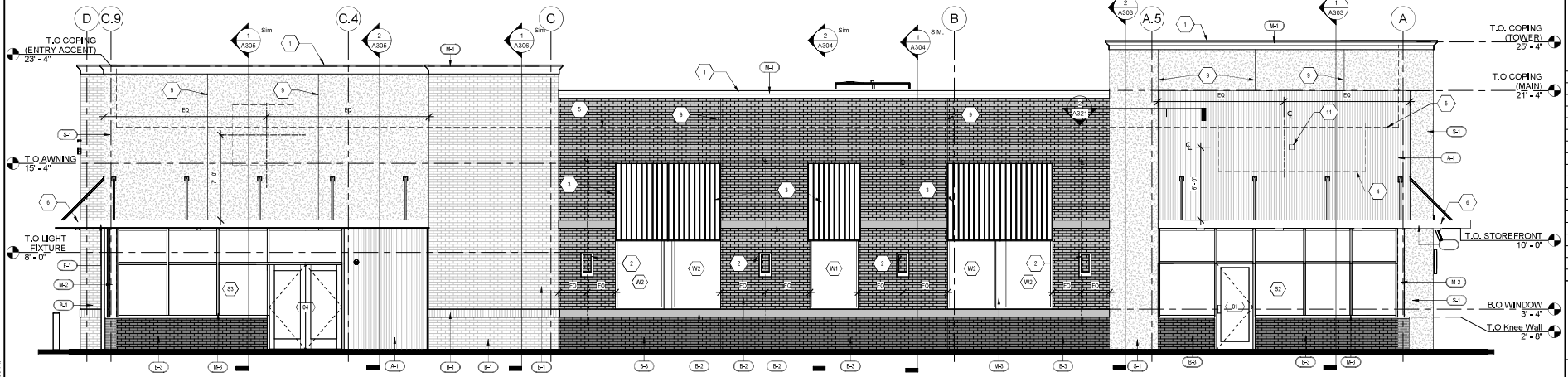
SYMBOL	CATEGORY	MANUFACTURER	PRODUCT	NOTES
A-1	ARCHITECTURAL PANEL	NICHIHA	WOOD SERIES- "TOBACCO"	VERTICAL INSTALLATION
B-1	MODULAR BRICK	ACME	NORWOOD BLEND HERITAGE - 569715	
B-2	MODULAR BRICK	ACME	SLATE GRAY EXTRUDED	
B-3	MODULAR BRICK	GLEN GERY	FAMILY ESTATE ASHFIELD	
M-1	METAL COPING		MATCH SW7048 "URBANE BRONZE"	SUBMIT SAMPLES FOR APPROVAL
M-2	BREAK METAL	------	MATCH STOREFRONT	
M-3	STOREFRONT	KAWNEER	MATCH SW7048 "URBANE BRONZE"	
M-4	DOWNSPOUTS & SCUPPERS	BERRIDGE	MATCH SW7048 "URBANE BRONZE"	
F-1	ALUMINUM CANOPIES	AWNEX COLORADO	3-COAT KYNAR FINISH COLOR TO MATHCH STOREFRONT	AWNEX CANTILEVERCANOPY SYSTEM
F-1	DOORS & MISC. METALWORK	------	MATCH SW7048 "URBANE BRONZE"	
S-1	STUCCO	DRYVIT	MATCH SW 7030 ANEW GRAY	VERTICAL RAKED FINISH

KEYPLAN





1 SOUTH ELEVATION
1/4" = 1'-0"



2 WEST ELEVATION
1/4" = 1'-0"

GPD GROUP, INC.
LIC. # - 184-007100
520 South Main Street, Suite 2531
Akron, OH 44311
330.572.2100 Fax 330.572.2101

sealed date: mm-dd-yy

NOT FOR CONSTRUCTION

WMG MULTI-TENANT BUILDING - 'Crystal Lake'
WMG #L22-0771
Randall Road & Ackman Road
Crystal Lake, McHenry County, IL

Heartland Dental
1200 Network Centre Drive
Effingham, IL 62401

mk	date	issue

EXTERIOR ELEVATIONS

A201

2023064.15

10/24/2023 3:03:58 PM

VERSION 2022.1

ELEVATION KEYNOTES

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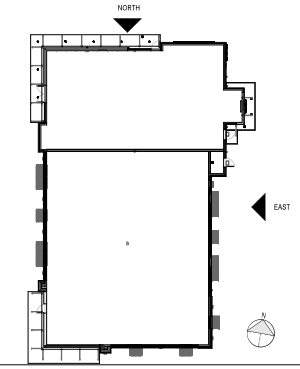
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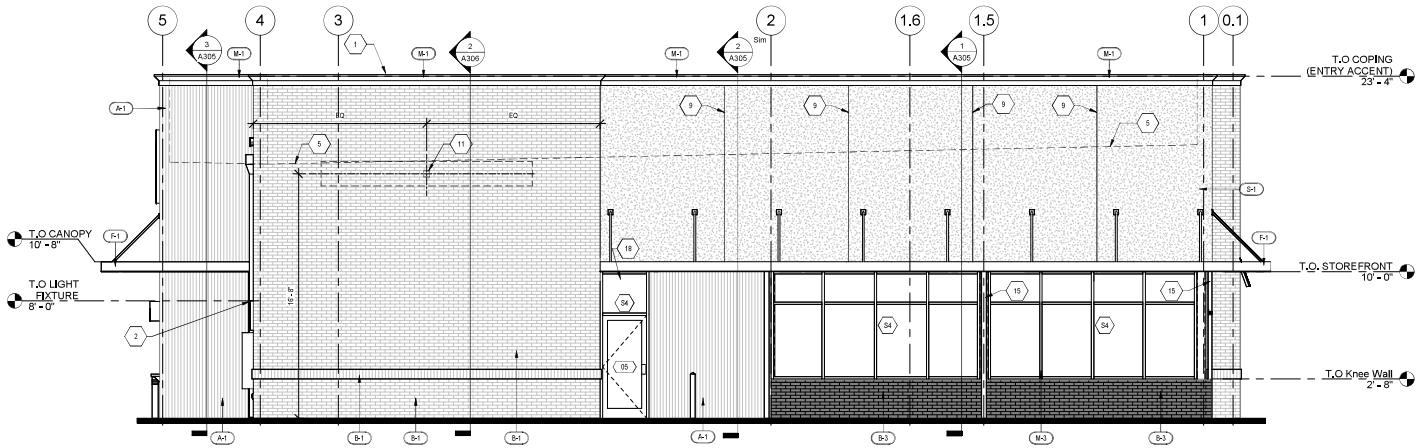
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EXTERIOR FINISH SCHEDULE

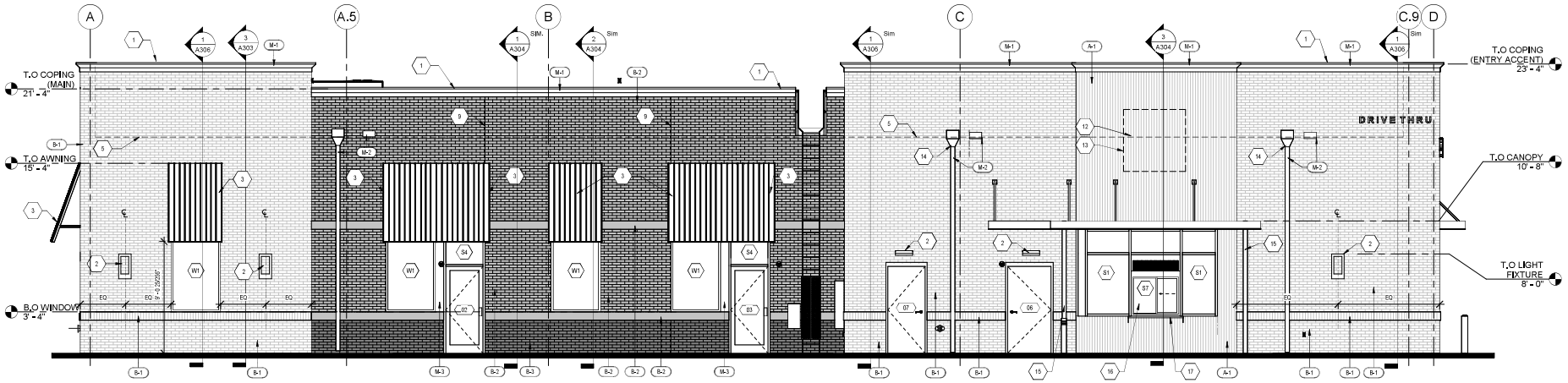
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KEYPLAN





1 NORTH ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"

10/24/2023 3:04:00 PM

GPD GROUP, INC.
LIC. # - 184-007100
520 South Main Street, Suite 2531
Akron, OH 44311
330.572.2100 Fax 330.572.2101

sealed date: mm-dd-yy

NOT FOR CONSTRUCTION

WMG MULTI-TENANT BUILDING - 'Crystal Lake'
WMG #L22-0771
Randall Road & Ackman Road
Crystal Lake, McHenry County, IL

WMG DEVELOPMENT
Heartland Dental
1200 Network Centre Drive
Effingham, IL 62401

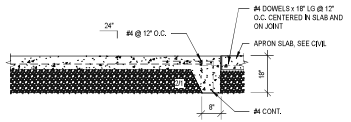
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EXTERIOR ELEVATIONS

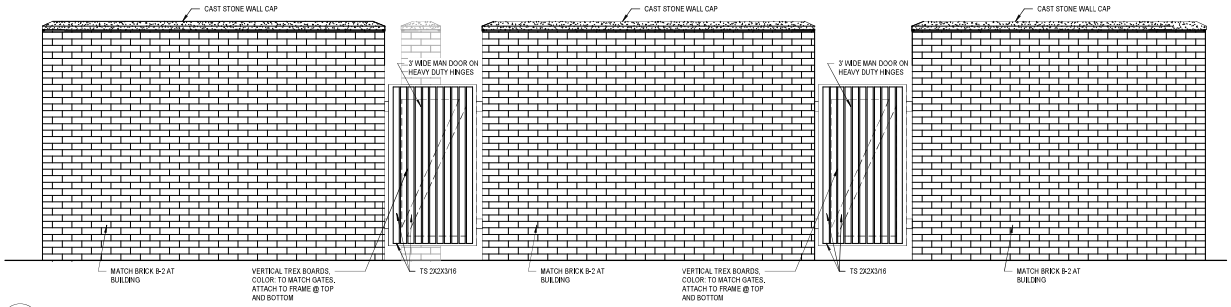
A202

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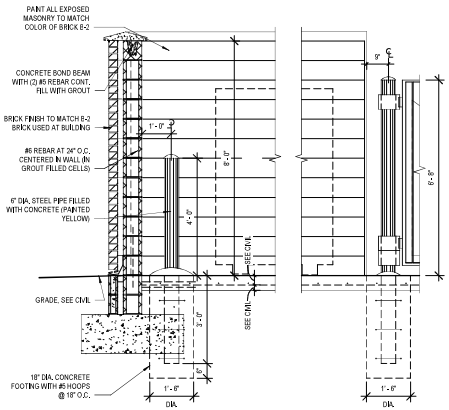
VERSION 2022.1



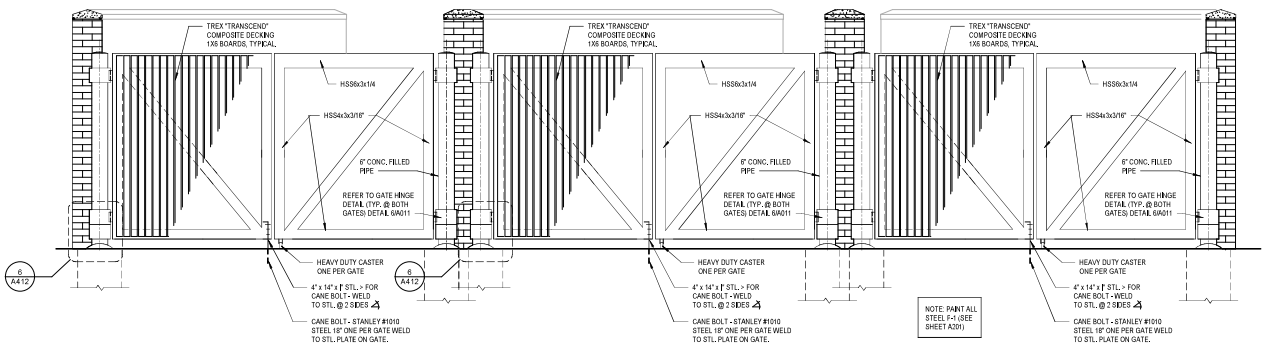
7 DUMPSTER PAD SECTION
N.T.S.



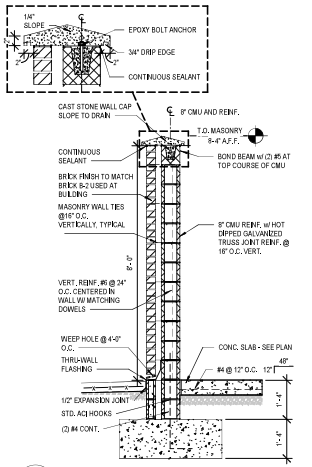
3 DUMPSTER BRICK REAR ELEVATION
1/2" = 1'-0"



4 DUMPSTER BRICK SECTION
1/2" = 1'-0"

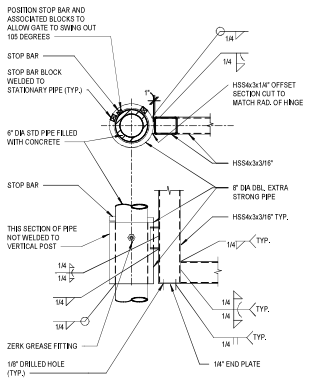


2 DUMPSTER BRICK FRONT ELEVATION
1/2" = 1'-0"

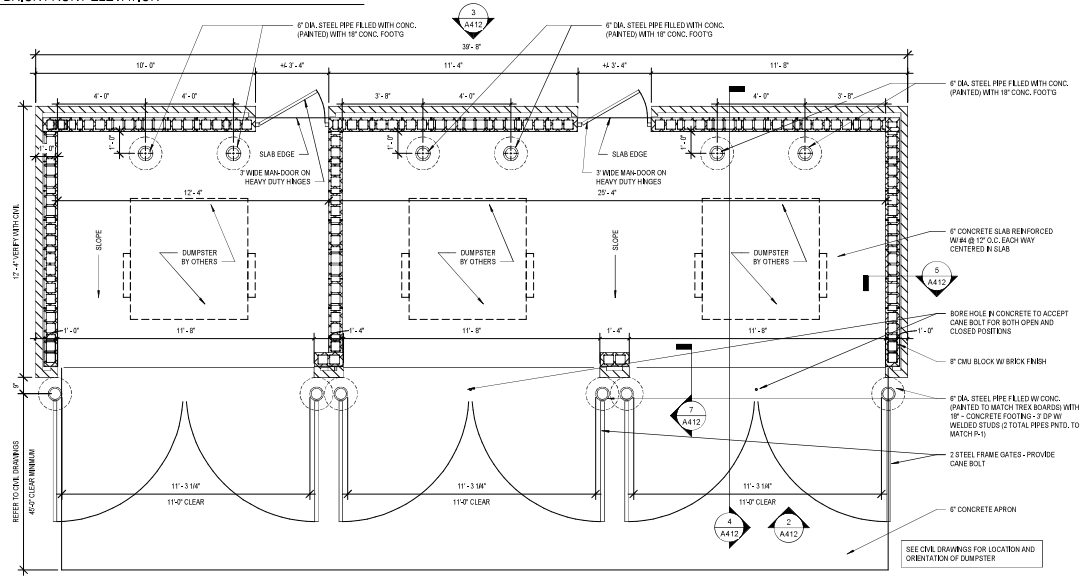


5 DUMPSTER BRICK WALL SECTION
1/2" = 1'-0"

NOTE: ALL STEEL SHOULD BE PRE-PRIMED AND PAINTED WITH EXTERIOR GRADE PAINT. PAINT ALL STEEL TO MATCH P-1 (SEE SHEET A201)



6 DUMPSTER HINGE DETAILS
1/4" = 1'-0"



1 DUMPSTER BRICK PLAN
3/8" = 1'-0"

GPD GROUP, INC.
LIC. # - 184-007100
520 South Main Street, Suite 2531
Akron, OH 44311
330.572.2100 Fax 330.572.2101

sealed date: mm-dd-yy

NOT FOR CONSTRUCTION

WMG MOMENT
Heartland Dental
1200 Network Centre Drive
Effingham, IL 62401

WMG MULTI-TENANT BUILDING - 'Crystal Lake'

WMG #L22-0771
Randall Road & Ackman Road
Crystal Lake, McHenry County, IL

mk	date	issue

DUMPSTER ENCLOSURE PLAN, ELEVS AND DETAILS

A412

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GPD GROUP®

HEARTLAND DENTAL | STARBUCKS

CRYSTAL LAKE, IL

FINAL CONCEPT PACKAGE

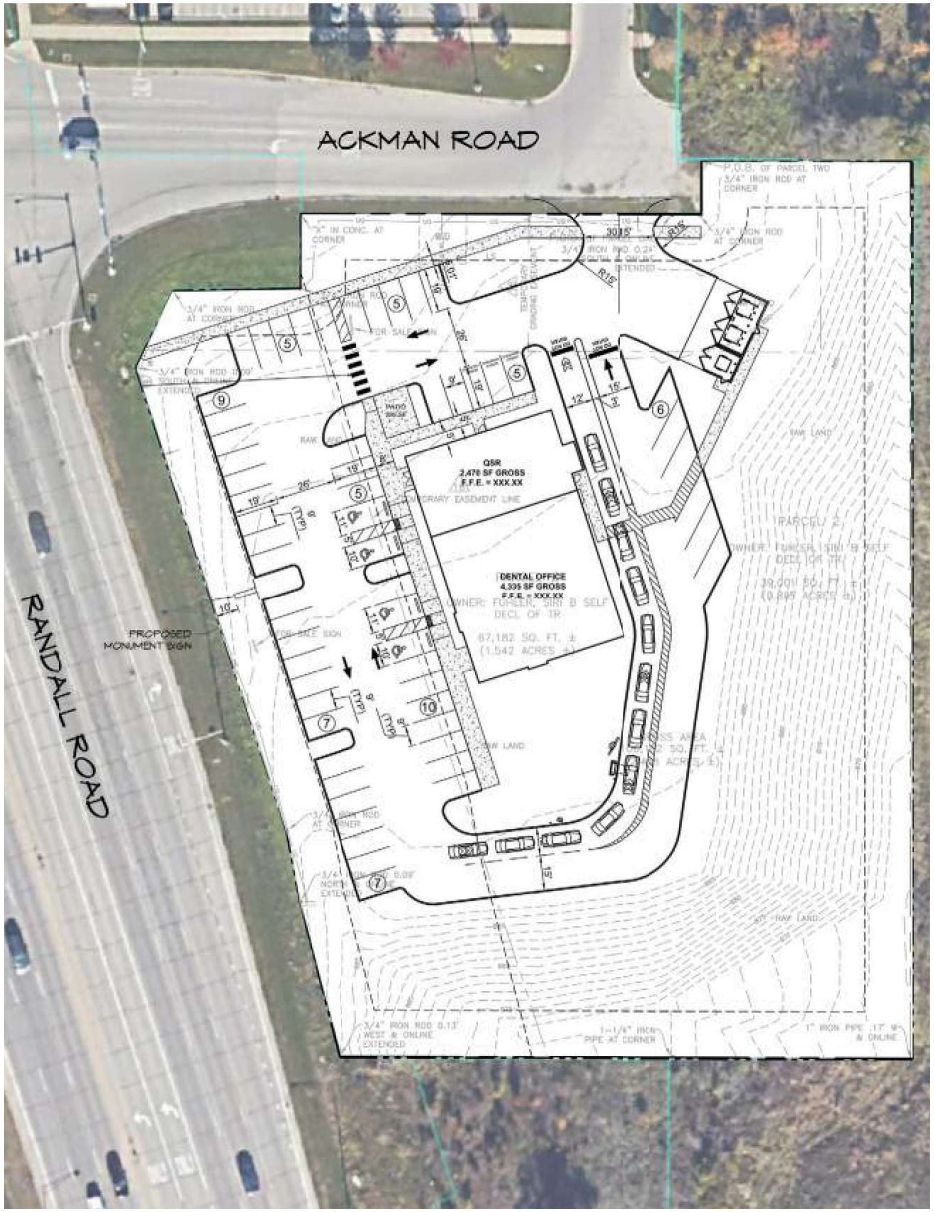
OCTOBER 24, 2023

AERIAL SITE PLAN



1. CVS
2. Indian Restaurant
3. Kickboxing Gym
4. Hair Salon

PRELIMINARY SITE PLAN



GPD GROUP

NORTH EAST PERSPECTIVE



GPD GROUP

NORTH WEST PERSPECTIVE



GPD GROUP

SOUTH WEST PERSPECTIVE



GPD GROUP

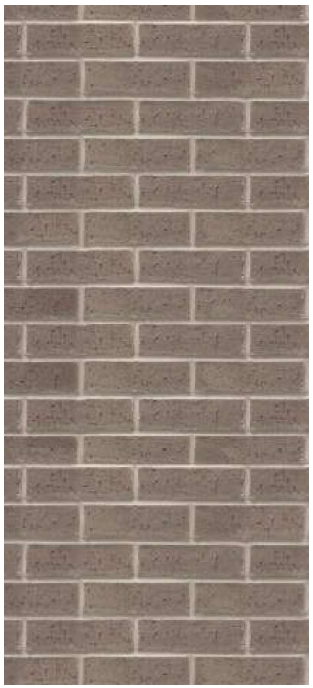
SOUTH EAST PERSPECTIVE



GPD GROUP

MATERIALS

BRICK



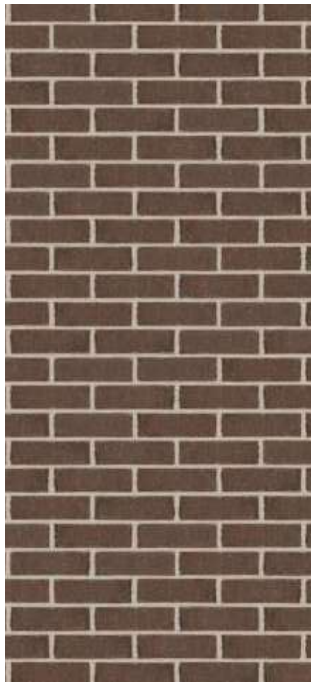
Slate Gray
BRAND: Acme
SERIES: Modular
TYPE: Facebrick
COLOR: Grey
STYLE: Extruded

BRICK



Norwood Blend
BRAND: Acme
SERIES: Modular
TYPE: Facebrick
COLOR: Neutral
STYLE: Heritage - 569715

BRICK



Ashfield
BRAND: Glen Gery
SERIES: Family Estate
TYPE: Facebrick
COLOR: Brown
STYLE: Extruded

WOOD / SIDING



Nichiha Roughsawn
BRAND: Nichiha
SERIES: Wood Series
TYPE: AWP 3030
COLOR: Tobacco
STYLE: Vertical

STUCCO / PAINT



Raked Stucco
BRAND: Sherwin Williams
SERIES: Neutral Colors
TYPE: SW 7030
COLOR: Anew Gray
STYLE: Exterior

METAL



Urbane Bronze Metal
BRAND: Sherwin Williams
SERIES: Neutral Colors
TYPE: SW 7048
COLOR: Urbane Bronze
STYLE: Exterior

Building Material Percentage* Masonry: 67% Wood: 14% Stucco: 19% *Excludes Glazing

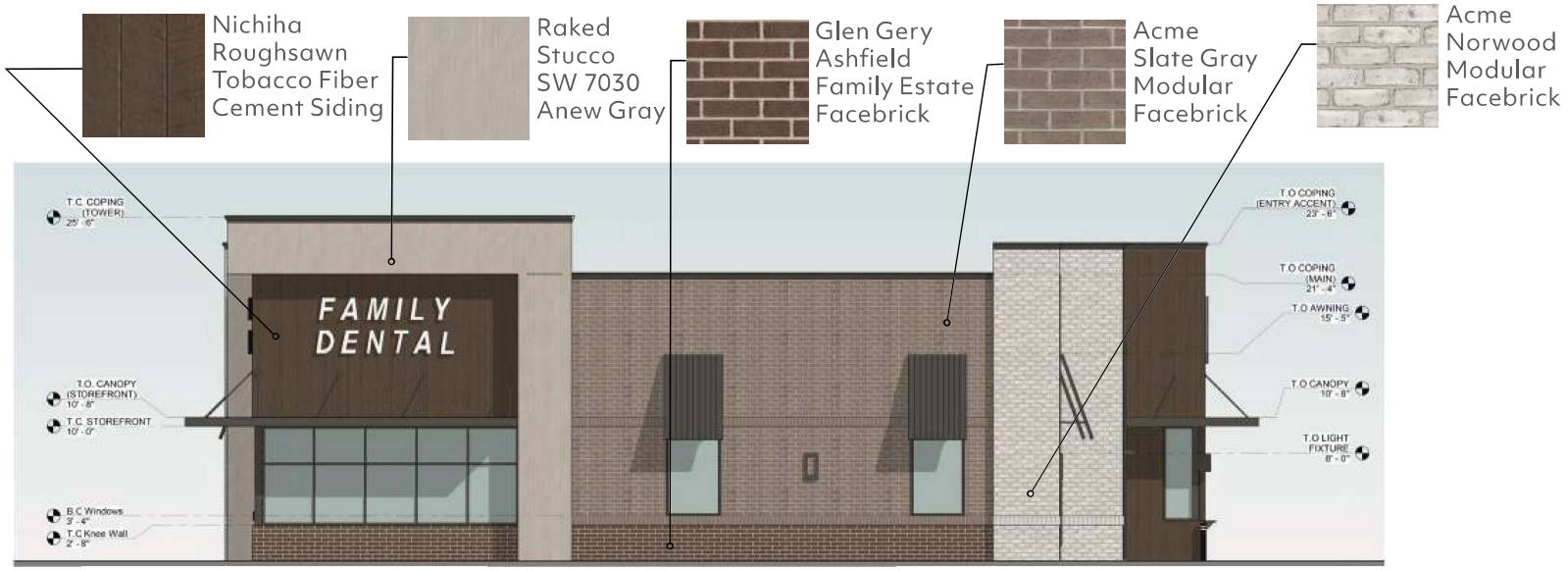
Masonry: 67%

Wood: 14%

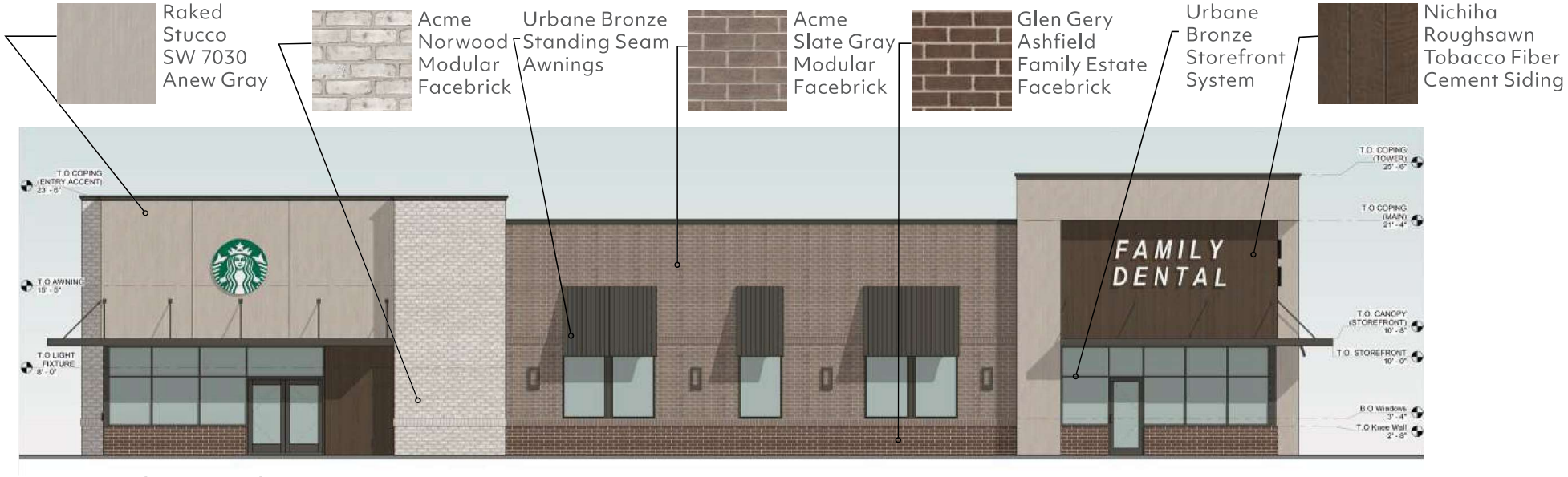
Stucco: 19%

*Excludes Glazing

ELEVATIONS



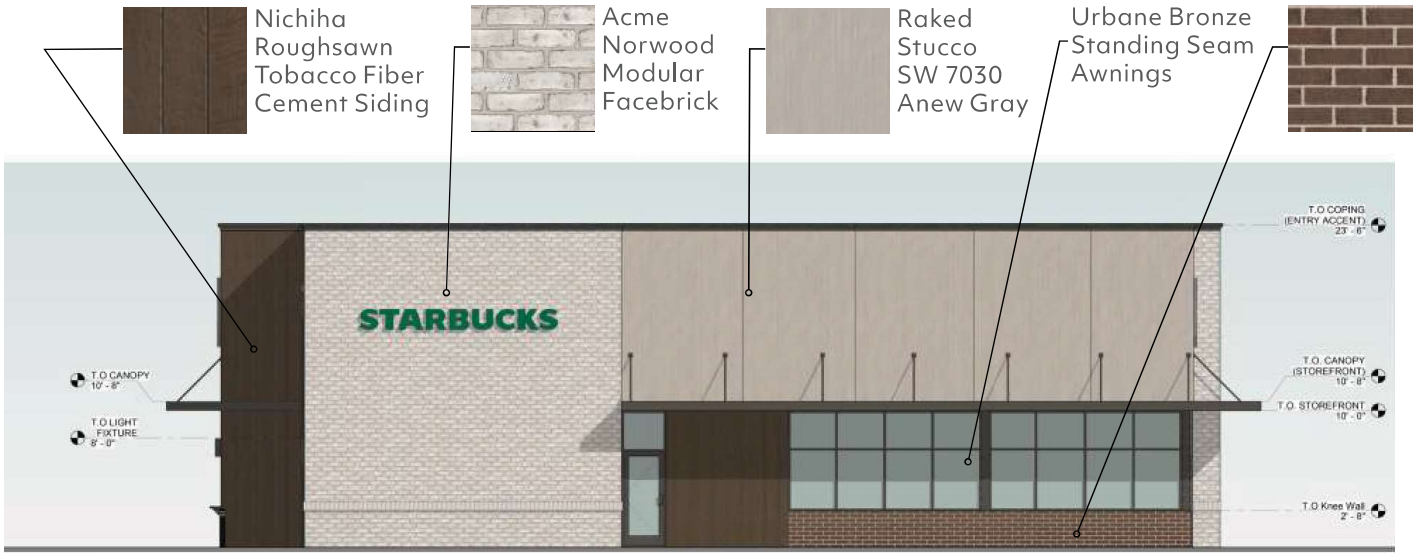
SOUTH ELEVATION



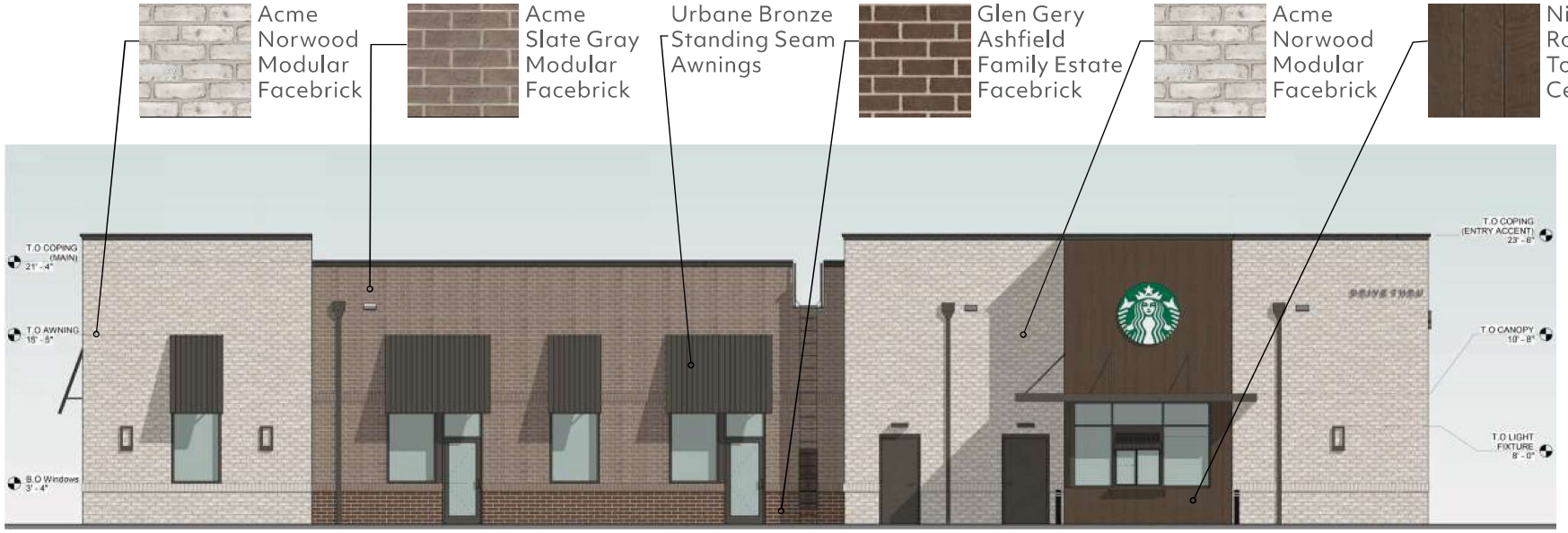
WEST ELEVATION

GPD GROUP

ELEVATIONS



NORTH ELEVATION



EAST ELEVATION

GPD GROUP

GENERAL NOTES - PLANTING

1. LANDSCAPE CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UTILITIES WITH THE OWNER, OWNER'S REPRESENTATIVE, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER AND UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING IN THE FIELD ACTUAL LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES, WHETHER INDICATED ON PLANS OR NOT. LANDSCAPE CONTRACTOR MUST CALL THE UTILITIES PROTECTION SERVICE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. LANDSCAPE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR DAMAGE OF UTILITY LINES, WHICH IS CAUSED BY THEIR ACTIONS OR THE ACTIONS OF THEIR CONSULTANTS.
2. LANDSCAPE CONTRACTOR TO EXAMINE FINISH SURFACE, GRADE ACCURACY AND TOPSOIL FOR DEPTH AND QUALITY; REFER TO SPECIFICATIONS (IF APPLICABLE). IF CONDITIONS ARE UNSATISFACTORY, NOTIFY OWNER, OWNER'S REPRESENTATIVE, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER AND DO NOT BEGIN WORK UNTIL CONDITIONS HAVE BEEN CORRECTED.
3. AFTER INSTALLATION, REPAIR ALL DAMAGES MADE TO EXISTING CONDITIONS TO OWNER'S REPRESENTATIVES SATISFACTION.
4. PLANT MATERIALS SHALL CONFORM TO THE STANDARDS OF THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION AND SHALL HAVE PASSED INSPECTION REQUIRED UNDER STATE REGULATIONS.
5. NURSERY STOCK IDENTIFICATION TAGS SHALL NOT BE REMOVED FROM ANY PLANTING PRIOR TO INSPECTION AND APPROVAL OF INSTALLATION BY THE OWNER'S REPRESENTATIVE.
6. A GRANULAR PRE-EMERGENT HERBICIDE SHOULD BE APPLIED TO LANDSCAPE BEDS PER MANUFACTURER RECOMMENDATIONS PRIOR TO COVERING WITH MULCH.
7. ALL PLANTINGS TO BE CONTAINED WITHIN HARDWOOD MULCH BED, COLOR: NATURAL.
8. ALL TREES LOCATED WITHIN LAWN AREAS TO BE CONTAINED WITH A 6' MULCH RING.
9. SOD ALL DISTURBED LAWN AREAS. SOD WITH PREMIUM TURF GRASS, COMMERCIAL GRADE & LOCALLY SOURCED, SOD TYPE MUST MEET CITY OF CRYSTAL LAKE REGULATIONS & SPECIFICATIONS.
10. LANDSCAPE CONTRACTOR, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE IN LAWN AREAS. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PLANTS LIVABILITY.
11. ANY LANDSCAPE CONTRACTOR RECOMMENDED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. UNAPPROVED SUBSTITUTIONS SHALL BE REMOVED AND REPLACED WITH APPROPRIATE PLANTS.
12. A COMPLETE LIST OF PLANTS, INCLUDING A SCHEDULE OF SIZES, QUANTITIES, AND OTHER COMMENTS IS SHOWN ON THE DRAWINGS (IF REQUIRED), IN THE EVENT THAT QUANTITY DISCREPANCIES OR MATERIAL OMISSIONS OCCUR IN THE PLANT SCHEDULE, THE PLANTING PLANS SHALL GOVERN.
13. GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER OR LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL ORDINANCES AND SHALL MAKE CONSULTANTS AWARE OF THESE ORDINANCES.
14. GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER OR LANDSCAPE CONTRACTOR TO COORDINATE CONSTRUCTION STAGING AND MATERIAL STOCKPILING WITH THE OWNER OR OWNER'S REPRESENTATIVE.
15. DURING ALL PHASES OF CONSTRUCTION ACTIVITY, IF THE LANDSCAPE CONTRACTOR OR THEIR SUBS ENCOUNTER ANY "SOLID WASTE MATERIAL" (EXCLUDING CLEAN HARD FILL) THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER, OWNER OR OWNER'S REPRESENTATIVE SHALL BE CONTACTED IMMEDIATELY FOR FURTHER DIRECTION.
16. LANDSCAPE CONTRACTOR SHALL CLEAN STREETS OF MUD AND DEBRIS GENERATED BY THEIR CONSTRUCTION ACTIVITIES OR THEIR SUB'S CONSTRUCTION ACTIVITIES, PURSUANT WITH LOCAL CODE REQUIREMENTS.
17. LANDSCAPE CONTRACTOR TO COORDINATE WITH THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER, OWNER OR OWNER'S REPRESENTATIVE TO PROVIDE FOR APPROPRIATE CARE OF EXISTING PLANT MATERIAL AND NEWLY LANDSCAPED AREAS DURING CONSTRUCTION.
18. STREET TREE LOCATIONS TO BE COORDINATED WITH DRIVEWAY, FIRE HYDRANT, STREET LIGHT LOCATIONS AND OTHER UTILITIES AS REQUIRED
19. NO TREES TO BE PLANTED WITHIN 10' OF UTILITY LINES UNLESS APPROVED BY UTILITY ENTITY TO BE PLANTED CLOSER.

GENERAL NOTES - PLANT MIX

TOPSOIL: FERTILE, FRIABLE NATURAL TOPSOIL OF LOAMY CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL, OBTAINED FROM A WELL-DRAINED ARABLE SITE, REASONABLY FREE FROM CLAY, LUMPS, COARSE SANDS, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIALS WITH ACIDITY RANGE BETWEEN PH 6.0 AND 6.5.

A. IDENTIFY SOURCE LOCATION OF TOPSOIL PROPOSED FOR USE ON THE PROJECT.

B. PROVIDE TOPSOIL FREE OF SUBSTANCES HARMFUL TO THE PLANTS, WHICH WILL BE GROWN IN THE SOIL.

PEAT MOSS: SHREDDED, LOOSE, SPHAGNUM MOSS; FREE OF LUMPS, ROOTS, INORGANIC MATERIAL OR ACIDIC MATERIALS; MINIMUM OF (95) NINETY-FIVE PERCENT ORGANIC MATERIAL MEASURED BY OVEN DRY WEIGHT, A PH RANGE OF (4 TO 5) FOUR TO FIVE; AND A MOISTURE CONTENT OF (30) THIRTY PERCENT.

MANURE: STERILIZED COW OR DEHYDRATED HORSE MANURE, SHREDDED, WEED AND SEED FREE. FURNISH IN BAGS OR BULK.

BONE MEAL: RAW, FINELY GROUND, COMMERCIAL GRADE, MINIMUM 3% NITROGEN, 20% PHOSPHOROUS.

FERTILIZER: COMMERCIALLY APPROVED 12-12-12 (12% NITROGEN, 12% PHOSPHORIC ACID, AND 12% POTASH BY WEIGHT), 1/4 OF NITROGEN IN THE FORM OF NITRATES; 1/4 IN THE FORM OF AMMONIA SALT, AND 1/2 IN THE FORM OF ORGANIC NITROGEN.

PROVIDE PRE-MIXED PLANTING MIXTURE FOR USE AROUND THE ROOT BALL/ROOTS OF THE PLANTS CONSISTING OF 5 PARTS TOPSOIL, 1 PART PEAT MOSS, 1 PART MANURE, 10 LBS. FERTILIZER (PER CUBIC YARD) AND 2 1/3 LBS. OF BONE MEAL (PER CUBIC YARD).

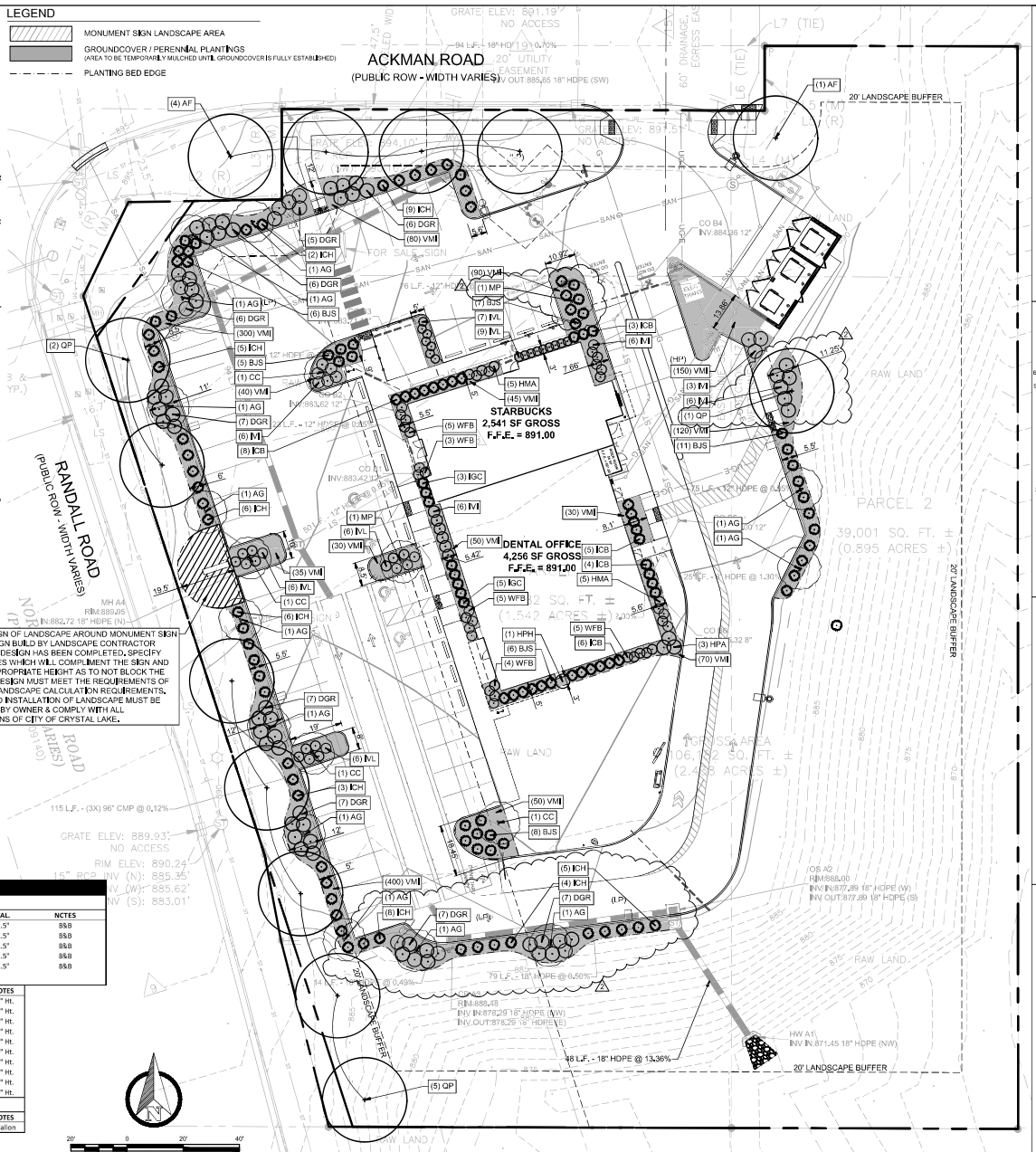
FINAL DESIGN OF LANDSCAPE AROUND MONUMENT SIGN TO BE DESIGN BUILD BY LANDSCAPE CONTRACTOR ONCE SIGN DESIGN HAS BEEN COMPLETED. SPECIFY PLANT TYPES WHICH WILL COMPLIMENT THE SIGN AND ARE AN APPROPRIATE HEIGHT AS TO NOT BLOCK THE SIGNAGE. DESIGN MUST MEET THE REQUIREMENTS OF THE SIGN LANDSCAPE CALCULATION REQUIREMENTS. DESIGN AND INSTALLATION OF LANDSCAPE MUST BE APPROVED BY OWNER & COMPLY WITH ALL REGULATIONS OF CITY OF CRYSTAL LAKE.

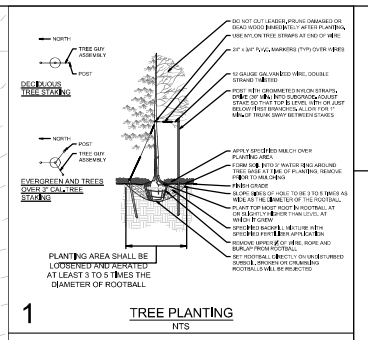
PLANTLIST

TRIES				
S*M	BOTANICAL NAME	COMMON NAME	CAL.	NCTES
AF	Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	2.5"	B&B
AS	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	2.5"	B&B
CC	Cercis canadensis	Eastern Redbud	2.5"	B&B
MP	Malus 'Prairifire'	Prairifire Crabapple	2.5"	B&B
QP	Quercus phellos	Willow Oak	2.5"	B&B
SHRUBS				
S*M	BOTANICAL NAME	COMMON NAME	NOTES	
BS	Berberis julianae 'Spring Glory'	Wintergreen Barberry	24" Ht.	
DUR	Deutzia gracilis	Slender Deutzia	18" Ht.	
HMA	Hydrangea macrophylla 'All Summer Beauty'	Big Leaf Hydrangea	18" Ht.	
HPH	Hydrangea paniculata 'Ipopp013'	Candelabra Panicle Hydrangea	36" Ht.	
ICB	Ilex comuta 'Burfordii Nana'	Dwarf Burford Holly	24" Ht.	
ICH	Ilex crenata 'Hetzii'	Dwarf Japanese Holly	24" Ht.	
IGC	Ilex glabra 'Compacta'	Dwarf Inkberry	24" Ht.	
IVI	Itea virginica	Virginia Sweetspire	18" Ht.	
IVL	Itea virginica 'little henry'	Little Henry Itea	18" Ht.	
WFB	Weigela florida 'Bokraspiwi'	Spilled Wine Weigela	18" Ht.	
TRIES				
S*M	BOTANICAL NAME	COMMON NAME	NOTES	
VMI	Vinca minor 'Bowles'	Bowles' Common Periwinkle	1 Gallon	

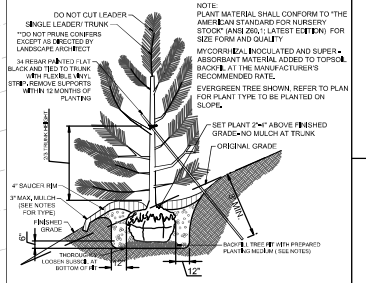
LEGEND

- MONUMENT SIGN LANDSCAPE AREA
- GROUNDCOVER / PERENNIAL PLANTINGS (AREA TO BE TEMPORARILY MULCHED UNTIL GROUNDCOVER IS FULLY ESTABLISHED)
- PLANTING BED EDGE

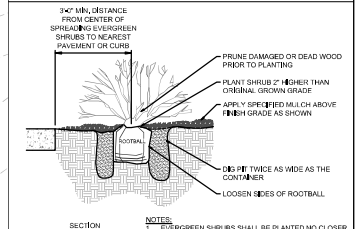




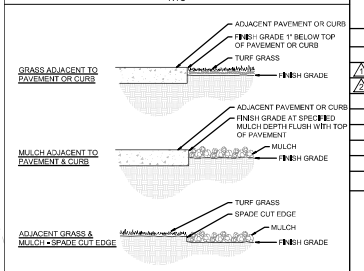
1 TREE PLANTING
NTS



2 TREE PLANTING ON SLOPE
NTS



3 SHRUB PLANTING DETAIL
NTS



4 EDGING DETAILS
NTS

TARR GROUP
8650 E. STATE ROAD 32
ZIONSVILLE, IN 46077
PHONE: 502-648-8503
EMAIL: TIM@TARRGROUP.COM

CRYSTAL LAKE DENTAL OFFICE AND STARBUCKS
WMG ACQUISITIONS, LLC
RANDALL ROAD & ACKMAN ROAD
CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

ORIGINAL ISSUE DATE: 08/11/2023
REVISIONS:
1 REVISION 1 09/26/2023
2 REVISION 2 10/24/2023

PROJ. NO. 23005

LANDSCAPE PLAN

L2.1

C:\Users\TimHuber\tarr-group.com\Dylan Tarr - Production\23\23005 - HDIL Crystal Lake\CAD\Sheets\23005-L2.1.dwg

IF THIS SHEET DOES NOT MEASURE 22"x34", IT HAS BEEN ENLARGED OR REDUCED. PLEASE ADJUST SCALE ACCORDINGLY.

October 24, 2023

Re: **TRAFFIC IMPACT SUMMARY**
Crystal Like Dental Office and Starbucks

Project Description

The proposed development is located in the City of Crystal Lake, Illinois at the southeast corner of Randall Road and Ackman Road/Meredith Drive. The proposed development will be a multi-tenant building consisting of a 4,256 square-foot dental office and a 2,541 square-foot Starbucks and will be completed in a single phase.

Estimated Trip Generation

The Eleventh Edition of the ITE Trip Generation manual was used to estimate the projected trip generation for the overall development. These estimations were calculated for the Weekday, AM peak hour, and PM peak hour from the generator using land uses Medical-Dental Office Building (ITE Code 720) and Coffee/Donut Shop w/Drive-Thru Window (ITE Code 937). The trip rates and projections are shown in the Appendix as Table 1 and Table 2 respectively.

Roadways

The northern boundary of the site is Meredith Drive which will serve as the main access point for the proposed development. The western boundary of the proposed development is Randall Road which is a multiple-lane roadway with an existing northbound right turn lane into Meredith Drive. Randall Road also has an existing southbound left turn lane into Meredith Drive. Ackman Road is northwest of the proposed development and directly connects to Meredith Drive with a single thru lane into Meredith Drive. Exhibit A in the Appendix displays the current Intersection Configuration.

Link Distribution and Turning Movements

The Link Distribution for the Randall Road & Ackman Road/Meredith Drive intersection was established based on the existing traffic counts and turning movement patterns collected by Gewalt Hamilton Associates, Inc. dated March 8, 2022. The Link Distributions for each intersection leg for the Weekday, AM Peak Hour, and PM Peak Hour can be found in the Appendix as Table 3 and illustrated in Exhibits B1-B3. The Turning Movements for the proposed development were then distributed accordingly for the intersection. Those movements can be found in the Appendix as Table 4 and illustrated in Exhibits C1-C3.

Queuing

Queuing (or stacking) was also considered for potential traffic impacts. Exhibit D in the Appendix demonstrates the full queuing capacity of the existing intersection configuration and within the proposed development. Note this exhibit indicates capacity only and not the projected queuing from the proposed development.

Analysis

Existing phasing and signal timing information was requested and subsequently provided by the McHenry County Department of Transportation. The information obtained is dated July 22, 2022 and located in the Appendix for reference. For the purposes of this traffic impact summary the southbound left turn lane on Randall Road was further analyzed. The overall cycle lengths of the intersection range from 110 seconds to 140 seconds or 25 to 32 cycles per hour. The current split times provided to the protected southbound left turn lane range from 14 seconds to 15 seconds which potentially clears 4 to 5 vehicles per cycle. The total existing trips plus the proposed development trips for the AM Peak Hour and the PM Peak Hour are 52 and 53, respectively which averages approximately 2 to 3 vehicles entering the southbound left turn lane per cycle.

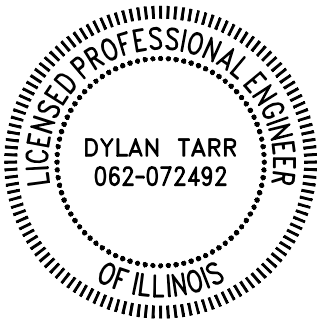
Conclusion

Based on the current traffic data provided and the traffic impact analysis as described above, it has been determined that no adverse effects are anticipated with the proposed development in place.

Please contact me at (615) 829-0331 if you have any questions.

Sincerely,

Dylan Tarr, P.E.

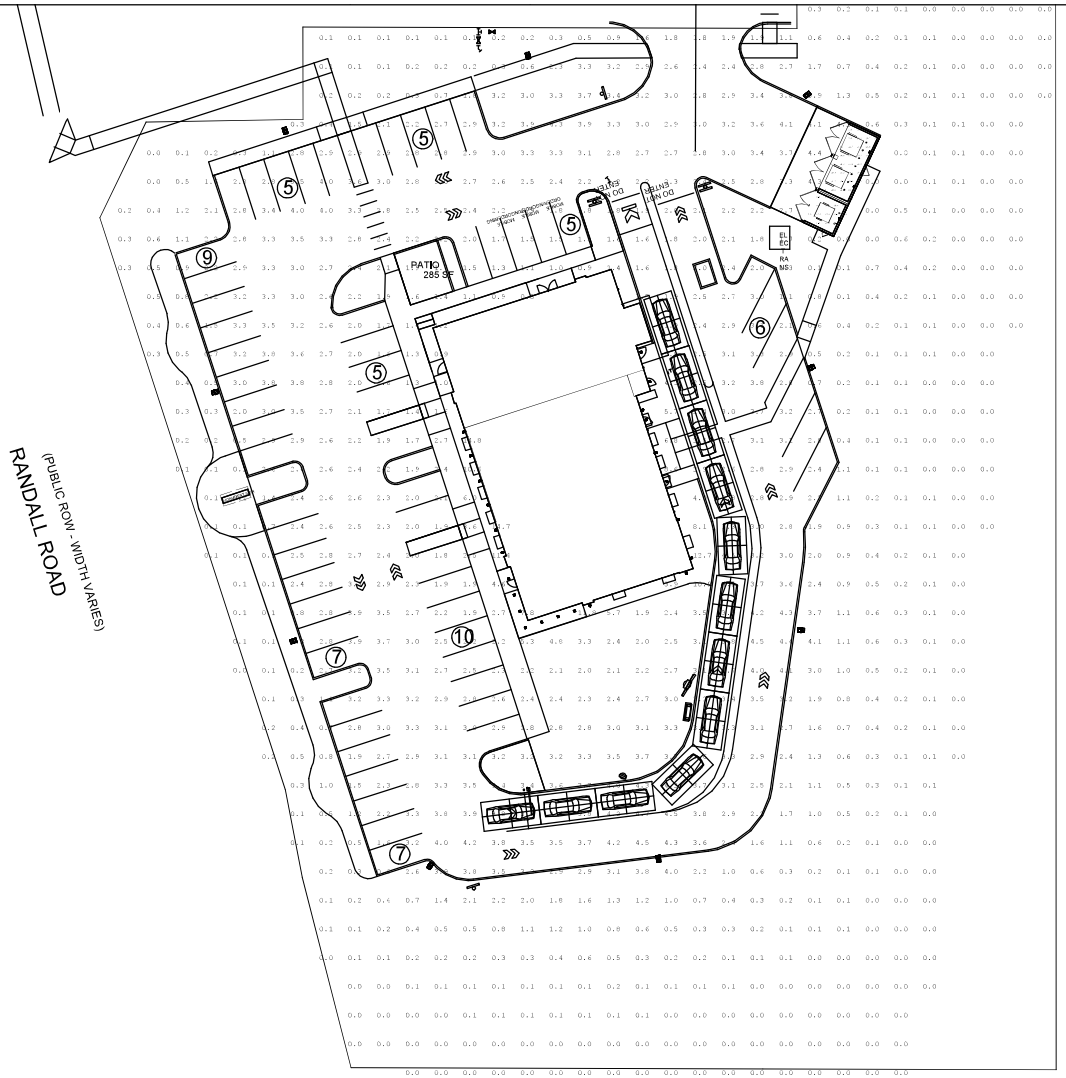


Standard Electric Luminaire Schedule

Symbol	Qty	Label	Arrangement	[MANUFAC]	Description	Total Lumens	Total Wattage	LLF	BUG Rating	Mounting Height
	11	C1	Single	WAC Lighting	FM-W47206-30-BK	523	11.8822	0.980	B1-U1-G0	10
	12	P1	Single	PROGRESS	P5644-31-30K	3731	60	0.950	B1-U5-G1	7.6
	5	S1	Single	Lithonia Lighting	DSX1 LED P7 40K 80CRI BLC4 UNV SPA DDBXD	15306	184.43	0.980	B0-U0-G4	25
	4	S2	Single	Lithonia Lighting	DSX1 LED P7 40K 80CRI TFTM UNV SPA DDBXD	18369	184.4348	0.980	B2-U3-G4	25
	3	WP1	Single	RAB LIGHTING INC.	SLIM37N	3873	34.6	0.920	B1-U2-G1	8

Calculation Summary

Label	CalcType	Max	Min	Avg	Units
Entire Site	Illuminance	14.8	0.0	1.63	Fc
Trash Enclosure 1	Illuminance	24.2	6.2	11.78	Fc
Trash Enclosure 2	Illuminance	27.4	6.4	14.44	Fc



PH2.1

24"x 36"

Rev. #	Description	Rev. Date
R1		
R2		
R3		
R4		
R5		

Disclaimer

Project: **WMG Development**
Heartland Dental / Starbuck
Site Lighting Layout
Crystal Lake, IL

Project #:	13-1977
Revision #:	XX
Date:	8/11/2023
Created By:	Ryan Hunt
Size:	ARCH D
Page #:	Page 1 of 1

STANDARD ELECTRIC
14 Jewel Drive
Wilmington, MA 01887
978-657-1555
WMG@StandardElectric.com

Katie Rivard AICP

From: Jamie Linenberg <jamie@tarr-group.com>
Sent: Monday, November 27, 2023 3:35 PM
To: Katie Rivard AICP
Cc: Garrett Niemerg; Chad Cornwell
Subject: RE: PZC meeting follow-up

CAUTION: This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Katie – here is the information we received from Starbucks:

At other stores in Crystal Lake, IL, we have the below services:

Trash 1 – 2 year dumpster serviced MWFS
Mixed Recycling 1 – 2 yard dumpster serviced TF

We attempt to add Mixed Recycling and Compost services if they are commercially available.

Jamie Linenberg
Project Manager
Tarr Group, LLC
O: (317) 678-7517
M: (765) 491-5066

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

ComEd Tower

Request: Special Use Permit for a 104-foot-high Radio Transmission/ Wireless Communication Tower for ComEd communications

Petitioner: ComEd

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting the Special Use Permit for a 104-foot-high Radio Transmission/Wireless Communication Tower for ComEd communications at 410 Knaack Boulevard.

Staff Contact: Kathryn Cowlin, Director of Community Development
Elizabeth Maxwell, City Planner

Background:

- The property is the ComEd substation adjacent to the City's wastewater treatment plant.
- The tower is exclusively for ComEd's use and does not allow private cellular companies to co-locate on the tower. The tower is part of their smart-grid monitoring system.
- UDO Requirements: A special use permit is required for radio transmission towers. Radio transmission towers must meet the same special criteria as wireless communication facilities.

PZC Highlights:

- The Commission asked about the safety standard "Safety. Self-supporting and monopole towers shall be designed to collapse at a failure point no more than 50 feet from the top of the tower so that this upper section folds over onto the lower intact section."
    - The petitioner has provided a response that the tower is engineered to a higher wind load than typical tower requirements and would fail at the base. The tower is located far enough away from equipment and property line to not cause any safety issue to meet the intent of the code.

- The PZC found that this request meets the Findings of Fact.

The PZC recommended **approval (7-0)** of the petitioner's request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Sidley Austin LLP, received 10/23/2023)
   B. Narrative (Sidley Austin LLP, received 10/23/2023)
   C. Request Letter (ComEd, received 10/23/23, dated 10/20/2023)

2. A landscape plan must be submitted with the permit application to illustrate the equipment will be screened from the right-of-way. Existing landscaping can be utilized as part of the screening.

3. The design of buildings and related structures shall, to the maximum extent practicable, use materials, colors and architectural styles, which blend into the natural setting and surrounding buildings.

4. The petitioner shall address all of the review comments and requirements of the Community Development and Public Works and Engineering Departments.

Votes Required to Pass: A simple majority.

3. Safety. Self supporting and monopole towers shall be designed to collapse at a failure point no more than 50 feet from the top of the tower so that this upper section folds over onto the lower intact section

ComEd requests a deviation from this special use standard given that the Structure is designed with a failure point at the base of the Structure. At the same time, the Structure meets the *intent* of this standard – safety. This is because (i) the Structure has a safety-focused "over-design," as explained further below (in essence, the Structure is designed to the unusually high "Risk Category III" wind loading requirements as opposed to the typical telecommunications industry standard of "Risk Category II"), plus (ii) the Structure is set back significantly from all third-party property lines, at a distance of well over 110% of the Structure's height.

Given the Structure will be located within an electrical substation, ComEd has directed the Structure's engineer (Valmont Communication Structures, to be called "Valmont") to "over-design" the Structure to ensure it will not fall and damage nearby infrastructure barring an unforeseen catastrophic event. Valmont has readily complied with this request, designing the Structure to be unusually strong for monopoles of its type.

Valmont has designed the Structure, like all of ComEd's antenna support structures, to meet the heightened TIA-222-H "Risk Category III" wind loading requirements, resulting in a stronger, more "hardened" Structure than typical in the telecommunications industry. Per Valmont, typical monopole cellular telephone towers are only designed to "Risk Category II," which has less stringent design requirements. The Risk Category III design used for ComEd's Structure includes an evaluation of the Structure's ability to withstand a 3-second 115 mph wind gust (estimated to have a 1,700 year mean recurrence interval) and 40 mph ice wind (which is estimated to have a 500 year mean recurrence interval).

Additionally, the combined stress ratios ("CSRs", a measure of the Structure's capacity compared to the forces exerted on it at different height points) on the Structure are all 0.45 or less, well below the industry standard of 1.0 (the lower the CSR, the stronger the structure, with 1.0 being the industry baseline for safe design). According to Valmont, the vast majority of monopole structures it designs for non-ComEd uses have maximum CSRs between 0.9 and 1.0, illustrating the lengths to which ComEd has gone to ensure the Structure is designed to be safe.

The Structure's safety features extend beyond the monopole itself to the Structure's base: the Structure will be embedded in a 19-foot-deep concrete base to further stabilize it against all but the most catastrophic unforeseen weather events.

Finally, while ComEd has taken a slightly different approach to Structure safety than the 50-feet-from-top fall point approach of the standard, ComEd has built in additional safety via fall-zone redundancy, in that the Structure is significantly set back from all of the Crystal Lake substation's property lines, at least 300 feet in all directions, approximately three times the height of the Structure. Thus, unlike other towers which could be located in denser residential or commercial districts, an unlikely failure of ComEd's Structure in a catastrophic weather event would not affect any third party-owned property.

Acknowledgement Form

Regarding the Special Use Permit at 410 Knaack. Please check one of the choices and sign below.

X I hereby acknowledge that I have read, understand, and agree to the staff review comments and recommended conditions contained in the staff report, city staff reviews, and consultant reviews (if applicable).

☐ I hereby acknowledge that I have read, understand, and agree to most of the staff review comments and recommended conditions contained in the staff report, city staff reviews, and consultant reviews (if applicable) but have concerns with the following items:

_____

_____

Petitioner's Name: _____ Date: 11/28/23
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Sidley Austin LLP, received 10/23/2023)
   B. Narrative (Sidley Austin LLP, received 10/23/2023)
   C. Request Letter (ComEd, received 10/23/23, dated 10/20/2023)

2. A landscape plan must be submitted with the permit application to illustrate the equipment will be screened from the right-of-way. Existing landscaping can be utilized as part of the screening.

3. The design of buildings and related structures shall, to the maximum extent practicable, use materials, colors and architectural styles, which blend into the natural setting and surrounding buildings.

4. The petitioner shall address all of the review comments and requirements of the Community Development and Public Works and Engineering Departments.

PIQ MAP
410 Knaack
ComEd Tower



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A 104-FOOT RADIO TRANSMISSION/WIRELESS COMMUNIATION TOWER FOR COMED AT 410 KNAACK BOULEVARD

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-215) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a the Special Use Permit for a 104-foot-high Radio Transmission / Wireless Communication Tower for ComEd communications at 410 Knaack Boulevard; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on October 28, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on November 15, 2023, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit, and

WHEREAS, on November 15, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Special Use Permit be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Special Use Permit be issued as modified by the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

Section I: That a Special Use Permit for a 104-foot-high Radio Transmission / Wireless Communication Tower for ComEd communications at the property commonly known as 410 Knaack Boulevard (18-12-179-005), Crystal Lake, Illinois is hereby approved.

Section II: Said Special Use Permit is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Sidley Austin LLP, received 10/23/2023)
   B. Narrative (Sidley Austin LLP, received 10/23/2023)
   C. Request Letter (ComEd, received 10/23/23, dated 10/20/2023)

Draft

2. A landscape plan must be submitted with the permit application to illustrate the equipment will be screened from the right-of-way. Existing landscaping can be utilized as part of the screening.

3. The design of buildings and related structures shall, to the maximum extent practicable, use materials, colors and architectural styles, which blend into the natural setting and surrounding buildings.

4. The petitioner shall address all of the review comments and requirements of the Community Development and Public Works and Engineering Departments.

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Special Use Permit in accordance with the provisions of this Ordinance, as provided by law.

Section IV: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provide by law.

DATED at Crystal Lake, Illinois, this 5th day of December, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: December 5, 2023
Approved: December 5, 2023

Draft

#2023-214
ComEd – Special Use Permit Communication Tower
Project Review for Planning and Zoning Commission

Meeting Date:	November 15, 2023
Request:	A Special Use Permit for a 104' radio transmission tower.
Location:	410 Knaack Boulevard
Acreage:	20 acres
Existing Zoning:	M – Manufacturing
Surrounding Properties:	North: M – Manufacturing South: M – Manufacturing East: M – Manufacturing West: M – Manufacturing
Staff Contact:	Elizabeth Maxwell (815.356.3738)

Background:

- Existing Use: The property is the ComEd substation adjacent to the City's wastewater treatment plant.
- ComEd is seeking to install a tower for electric grid communication and monitoring.
- The tower will be grey and unlit (with the exception of required emergency lights) and will be exclusively used by ComEd and no third party commercial cell phone companies.
- UDO Requirements: A special use permit is required for radio transmission towers. Radio transmission towers must meet the same special criteria as wireless communication facilities.

Development Analysis:

General:

- Request: The petitioner is requesting a special use permit for a radio transmission tower.
- Land Use: The land use map shows the area as Industry. This land use designation is appropriate for this use.
- Zoning: The site is zoned M – Manufacturing. This is the appropriate zoning designation for this use.
- Special Use Permit Criteria: The UDO establishes criteria for special uses, as well as communication towers.

- Similar to a request that was considered and approved for Nicor, this request is for a radio transmission tower for internal network communications.
- The radio tower will be a mono-tower design.
- The tower will be located inside the existing fenced area of the substation.

2030 Comprehensive Land Use Plan Review:

The Comprehensive Plan designates the subject property as Industry, which allows for existing and future manufacturing uses. This site is used for public and private utilities.

This project meets the following goal:

Community Facilities – Public Facilities

Goal: Support the specific needs and goals of public facilities to ensure cooperation between public and City facilities for the health, safety and needs of the community.

This can be accomplished with the following supporting action:

Supporting Action: Carefully plan for utility service extensions to ensure compatibility with existing infrastructure and land uses.

Success Indicators: Increase in the amount of facilities maintained per year including upgrading and burial.

Findings of Fact:

SPECIAL USE PERMIT

Special Uses require a separate review because of their potential to impact surrounding properties and the orderly development of the City. Section 2-400 of the Unified Development Ordinance establishes standard for all Special Uses in Crystal Lake. The criteria are as follows:

1. That the proposed use is necessary or desirable, at the location involved, to provide a service or facility which will further the public convenience and contribute to the general welfare of the neighborhood or community.

   ☒ *Meets* ☐ *Does not meet*

2. That the proposed use will not be detrimental to the value of other properties or improvements in the vicinity.

   ☒ *Meets* ☐ *Does not meet*

3. That the proposed use will comply with the regulations of the zoning district in which it is located and this Ordinance generally, including, but not limited to, all applicable yard and bulk regulations, parking and loading regulations, sign control regulations, watershed, wetlands, and flood plain regulations, Building and Fire Codes and all other applicable City Ordinances.

   ☒ *Meets* ☐ *Does not meet*

4. That the proposed use will not negatively impact the existing off-site traffic circulation; will adequately address on-site traffic circulation; will provide adequate on-site parking facilities; and, if required, will contribute financially, in proportion to its impact, to upgrading roadway and parking systems.

   ☒ *Meets* ☐ *Does not meet*

5. That the proposed use will not negatively impact existing public utilities and municipal service delivery systems and, if required, will contribute financially, in proportion to its impact, to the upgrading of public utility systems and municipal service delivery systems.

   ☒ *Meets* ☐ *Does not meet*

6. That the proposed use will not impact negatively on the environment by creating air, noise, or water pollution; ground contamination; or unsightly views.

   ☒ *Meets* ☐ *Does not meet*

7. That the proposed use will maintain, where possible, existing mature vegetation; provide adequate screening to residential properties; provide landscaping in forms of ground covers, trees and shrubs; and provide architecture, which is aesthetically appealing, compatible or complementary to surrounding properties and acceptable by community standards, as further detailed in Article 4, Development and Design Standards.

   ☒ *Meets* ☐ *Does not meet*

8. That the proposed use will meet standards and requirements established by jurisdictions other than the City such as Federal, State or County statutes requiring licensing procedures or health/safety inspections, and submit written evidence thereof.

   ☒ *Meets* ☐ *Does not meet*

9. That the proposed use shall conform to any stipulations or conditions approved as part of a Special Use Permit issued for such use.

   ☒ *Meets* ☐ *Does not meet*

10. That the proposed use shall conform to the standards established for specific special uses as provided in this section.

    ☒ *Meets* ☐ *Does not meet*

Radio transmission towers, wireless communication facilities. All radio transmission towers and wireless communication facilities must comply with the following standards:

1. Towers shall be designed to meet the wind loading requirements specified in the American National Standards Institute TIA-222-F Report, as amended.

   ☒ *Meets* ☐ *Does not meet*
   Meets standard per verification letter.

2. The owner/applicant shall provide documentation to the City demonstrating that the structural integrity of the towers and antenna will continue to comply with state and federal standards, local building codes, and the applicable standards for towers published by the American National Standards Institute (ANSI), as amended. If, upon inspection, it is determined a tower fails to comply with such standards and constitutes a danger to persons or property, the owner shall be notified that he/she has 30 days to bring the tower into compliance. Failure to bring the tower into compliance within 30 days shall constitute grounds for the removal of the tower at the owner's expense.

   ☒ *Meets* ☐ *Does not meet*
   Meets standard per verification letter.

3. Safety. Self supporting and monopole towers shall be designed to collapse at a failure point no more than 50 feet from the top of the tower so that this upper section folds over onto the lower intact section.

   ☒ *Meets* ☐ *Does not meet*
   See response letter.

4. Freestanding wireless communication or radio transmission towers shall not exceed 200 feet in height as measured from the tower base to the highest point of the tower and any attached receiving or transmitting device.

   ☒ *Meets* ☐ *Does not meet*
   Tower is 104 feet in height.

5. Franchises and licenses: The operator shall provide documentation to the City to demonstrate that all franchises and licenses required by law for the construction and/or operation of a tower or antenna have been obtained.

   ☒ *Meets* ☐ *Does not meet*
   Meets standard per verification letter.

6. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color (i.e. light grey), or be designed to mimic the appearance of a tree in order to reduce visual obtrusiveness or painted a sky-tone above the top of surrounding trees and in an earth-tone below the tree-top level.

   ☒ *Meets* ☐ *Does not meet*
   Tower is galvanized steel finish.

7. At a tower site, the design of buildings and related structures shall, to the maximum extent practicable, use materials, colors and architectural styles, that blend into the natural setting and surrounding buildings.

   ☒ *Meets* ☐ *Does not meet*
   Meets standard per verification letter.

8. Storage: No outside storage shall be allowed on any facility site.

   ☒ *Meets* ☐ *Does not meet*
   Meets standard per verification letter.

9. Lighting: Towers shall not be artificially lighted, unless required by the FAA or other applicable authority.

   ☒ *Meets* ☐ *Does not meet*
   Meets standard per verification letter.

10. A single sign measuring no more than two square feet in size shall be located on or near the tower, and shall identify the tower owner, the street address of the tower, the owner's identification code for the tower, and a twenty-four-hour emergency contact telephone number.

    ☒ *Meets* ☐ *Does not meet*
    Meets standard per verification letter.

11. No commercial advertising shall be allowed on the tower or its related facilities.

    ☒ *Meets* ☐ *Does not meet*
    Meets standard per verification letter.

12. Single lot: Towers, guy anchors, equipment buildings, and any other appurtenances related to the tower shall be considered as being located on one zoning lot.

    ☒ *Meets* ☐ *Does not meet*
    Meets standard per plans.

13. Setbacks: Wireless communications facilities shall comply with the following setback standards. Self supporting and monopole towers shall be setback a minimum of 50 feet from all property lines.

    ☒ *Meets* ☐ *Does not meet*
    Meets standard per plans.

14. Equipment buildings associated with a wireless communication facility shall meet the minimum setback requirements for the zoning district where located.

    ☒ *Meets* ☐ *Does not meet*
    Meets standard per plans.

15. Separation: If an applicant proposes a new wireless communications tower or radio transmission tower within 1,200 feet of an existing tower, the applicant shall submit a statement indicating the reasons why the existing tower(s) was inadequate or unavailable. The Zoning Administrator shall allow the owner of such existing tower an opportunity to comment prior to making a decision.

    ☒ *Meets* ☐ *Does not meet*
    Meets standard per verification letter.

16. Collocation: New wireless communication or radio transmission towers shall provide evidence that the tower is structurally designed to support at least three additional users, and provide a written statement that the owner of the tower is willing to permit other user(s) to attach communication facilities, on a commercially reasonable basis, which do not interfere with the primary purpose of the tower. The site plan shall indicate a location for at least one equipment building in addition to that proposed for use by the applicant. A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless a monopole is determined more appropriate at the specific location. If an existing tower is increased in height or reconstructed to accommodate the collocation of additional antenna it shall meet the height restrictions outlined within this section of the Ordinance.

☒ *Meets* ☐ *Does not meet*
While the tower is designed to hold multiple antenna, the tower will be for ComEd purposes only.

17. Landscaping: Unless existing vegetation provides a buffer strip, all property lines along roadways or visible to existing abutting or nearby buildings (within 1/4 mile radius), for all facilities shall be landscaped as follows:
    a. With six-foot to eight-foot evergreen shrubs planted in an alternate pattern, five feet on center and within 15 feet of the site boundary; or
    b. With at least one row of deciduous trees, not less than 2 1/2 inch to three inches caliper measured three feet above grade, and spaced not more than 30 feet apart and within 25 feet of the site boundary; or
    c. With at least one row of evergreen trees at least four to five feet in height when planted, and spaced not more than 15 feet apart within 40 feet of the site boundary.
    d. In lieu of the foregoing, the Planning and Zoning Commission may determine that the existing vegetation must be supplemented to meet an equivalent means of achieving the desired goal of minimizing the visual impact.

☒ *Meets* ☐ *Does not meet*
Meets standard per verification letter.

18. Security fencing: Towers, guy anchor supports, and ground-based equipment buildings shall be enclosed by security fencing not less than eight feet in height and equipped with an appropriate anti-climbing device.

☒ *Meets* ☐ *Does not meet*
Meets standard per plans.

19. Radiation reporting: It shall be demonstrated that the proposed tower, antenna, and supporting equipment complies with FCC nonionizing radiation requirements for individual and combined facilities.

☒ *Meets* ☐ *Does not meet*
Meets standard per verification letter

20. Interference: No wireless communications tower, antenna, or supporting equipment shall interfere with equipment operated by the City of Crystal Lake.

☒ *Meets* ☐ *Does not meet*

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, it should be with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Sidley Austin LLP, received 10/23/2023)
   B. Narrative (Sidley Austin LLP, received 10/23/2023)
   C. Request Letter (ComEd, received 10/23/23, dated 10/20/2023)

2. A landscape plan must be submitted with the permit application to illustrate the equipment will be screened from the right-of-way. Existing landscaping can be utilized as part of the screening.

3. The design of buildings and related structures shall, to the maximum extent practicable, use materials, colors and architectural styles, which blend into the natural setting and surrounding buildings.

4. The petitioner shall address all of the review comments and requirements of the Community Development and Public Works and Engineering Departments.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: ComEd Crystal Lake Substation - Antenna Support Structure

Action Requested

__ **Annexation**
__ **Comprehensive Plan Amendment**
__ **Conceptual PUD Review**
__ **Final PUD**
__ **Final PUD Amendment**
__ **Final Plat of Subdivision**
__ **Preliminary PUD**
__ **Preliminary Plat of Subdivision**
__ **Rezoning**
X **Special Use Permit**
__ **Variation**
__ **Other**

Petitioner Information

Name: Will Otter, Sidley Austin LLP
Address: 1 S. Dearborn, Chicago, IL 60603
Phone: 312-853-7093
Fax: N/A
E-mail: wotter@sidley.com

Owner Information (if different)

Name: Commonwealth Edison Company
Address: 3 Lincoln Centre
Oakbrook Terrace, IL 60181
Phone: c/o 779-231-1498
Fax: N/A
E-mail: shemeka.wesby@comed.com

Property Information

Project Description: Install unlit 104'-tall antenna support structure for ComEd's electrical grid monitoring and reliability enhancements (with supporting electronics in existing building). See Application Addendum for more details.

Project Address/Location: ComEd Crystal Lake Substation - 400 Knaack Boulevard, Crystal Lake, IL 60012

PIN Number(s): 14-33-202-005

Development Team

Please include address, phone, fax and e-mail

Developer: N/A

Architect: N/A

Attorney: Will Otter, Sidley Austin LLP, 1 S. Dearborn, Chicago, IL 60603
312-853-7093 wotter@sidley.com

Engineer: Joe Zurad, P.E., Milhouse, 333 S. Wacker, Suite 2901, Chicago, IL 60604
312-884-8104 jzurad@milhouse.com

Landscape Architect: N/A

Planner: N/A

Surveyor: Shawn T. Patten, Atwell, LLC, 1250 E. Diehl Road, Suite 300, Naperville, IL 60563
630-577-0800

Other: N/A

Signatures

Will Otter — 10/20/23

PETITIONER: Print and Sign name (*if different from owner*) **Date**

As owner of the property in question, I hereby authorize the seeking of the above requested action.

Shemeka Wesby, on behalf of ComEd — 10/20/23

OWNER: Print and Sign name **Date**

NOTE: If the property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, NOVEMBER 15, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:04 p.m.

CALL TO ORDER

On roll call, members, Greenman, Gronow, Repholz, Mason, Skluzacek, Smith and Teetsov and were present.

Katie Rivard, Assistant City Planner, was present from Staff.

Mr. Greenman said this meeting is being recorded for broadcast and future playback on the City's cable channel. He led the group in the Pledge of Allegiance.

2023-214 – 410 KNAACK BOULEVARD – COM ED – SPECIAL USE PERMIT – PUBLIC HEARING

Special Use Permit for a 104-foot-high Radio Transmission / Wireless Communication Tower for ComEd communications.

Tom Tumminaro, External Affairs Manager for ComEd, Will Otter, Land Use Counsel for Sidley Austin LLP, Jordan Williams, Civil Engineering consultant and Ricardo Ramirez, IT Project Manager for ComEd, were present to represent the petition. Mr. Tumminaro provided a brief overview of ComEd's recent initiatives. The antenna is critically important in continuing ComEd's pursuit to more reliably and efficiently serve customers. Mr. Otter provided an overview of the site, the surrounding uses, and current zoning classification. Mr. Otter described the project details. The antenna will be 100 feet tall with a four-foot-tall lightening rod and five (5) evenly spaced antennas. It will be located close to the existing control building with significant distances from any right-of-way. The key community benefits are enhanced reliability and improved efficiency of the electric grid. This is part of the Smart Grid Initiative spurred by recent state legislation to modernize electric grid. Mr. Otter explained there are hundreds of sensors on power lines throughout Crystal Lake. When a lightning strike hits, the sensors communicate in real to time with the structures' antennas to determine the precise location of the fault. Then the structures' antennas do two things, they temporarily route power around the fault area and provide ComEd with the exact location. They also work to improve efficiency. Power distribution becomes less sufficient the farther the lines get from the substation. He showed a map of sensors in the Crystal Lake area, and explained the different types of sensors and other locations. Crystal Lake is situated on the edge and these antennas will fill in a gap. Physical proximity is very important. Smart grid built out over the years. The antennas will be used by ComEd only. He spoke to other municipalities. ComEd always tries to collocate on existing towers, but there is no tower at the Crystal Lake location. He showed images of what the tower looks like and spoke to its size. It will blend in well. It will be grey and unlit with no markings. He showed graphic of the heights of existing ComEd towers. He explained the site is over 300 feet to closest property line. Any damage to the tower would remain on ComEd's property. He showed images of the current substation

area. It will not affect the aesthetics of the area as it is an industrial and isolated area. It will be well screened with existing landscaping. ComEd put up a new fence approximately four years ago, and it is hard to see through. He spoke to the SUP standards and noted they provided detailed responses with their written materials. The tower will be in compliance with all the latest TIA standards which govern these structures. It will also be in compliance with all federal requirements. The tower is prepared for additional co-location for ComEd only.

Mr. Greenman opened the public hearing. There being no one who wished to speak, Mr. Greenman closed the public hearing and turned it over to staff.

Staff summarized the request noting the location and recommended conditions of approval.

Mr. Gronow asked about the SUP criteria regarding the collapse at failure point. Mr. Otter stated it meets the standards per our responses to City staff. They do not have a collapse point. The structure is over-designed. It has gone through very serious testing. It has a 20-foot deep concrete base tested against some harsh weather conditions including 115mph 3-second sustained wind gusts, which is estimated to happen once every 1,700 years, and 40mph ice winds which is expected to happen once every 500 years. Mr. Otter stated he cannot speak to specific collapse point.

Mr. Greenman stated the verification letter says you meet this standard. Mr. Otter confirmed. There was discussion on the safety standard. Mr. Otter stated it is not designed to collapse, but it does not have a collapse point per engineering team.

PZC paused to review the verification letter in the packet.

Mr. Gronow said it is still not clear about the 50 feet. Mr. Greenman said the information does not have verification it is safe. Mr. Greenman asked staff to look into it further before City Council.

Mr. Skluzacek had no questions.

Ms. Teetsov stated she appreciates the visuals of the comparable tower heights. She thanked the petitioner.

Ms. Mason thanked the petitioner and had no questions.

Mr. Smith stated everything looks fine from his perspective. He asked why transmitters cannot sit on transmission towers. Mr. Ricardo Ramirez, Senior Project Manager provided an explanation. He stated antenna spacing is strategically placed. They are spaced to not interfere with each other.

Ms. Repholz asked if there was a 90-foot tower currently. Mr. Otter confirmed. Ms. Repholz confirmed colocation is not available. Mr. Otter confirmed and provided further explanation on co-location and transmission distribution towers. It would create a safety issue. Ms. Repholz stated she is excited to add the smart grid initiative for Crystal Lake.

Mr. Greenman recapped the discussion. He appreciated the thoroughness and asked staff to further review the collapse point criteria and make a note to City Council. He told the petitioner this would not be a

holding situation for their decision. Mr. Otter they would ask the engineer that designs the pole for more information. Mr. Greenman stated the petitioner meets the Findings of Fact.

Ms. Teetsov made a motion to approve 2023-214 the Special Use Permit for a 104-foot-high Radio Transmission / Wireless Communication Tower for ComEd communications. Mr. Smith seconded the motion. On roll call, Members Greenman, Gronow, Mason, Repholz, Skluzacek, Smith and Teetsov voted yes. Motion passed 7-0.

City of Crystal Lake – Special Use Request Application Addendum

Introduction and Summary of Approvals Requested

In order to enhance ComEd's provision of reliable electrical service in the City of Crystal Lake (the "City") and surrounding areas, ComEd intends to install at its Crystal Lake substation situated at 400 Knaack Boulevard (the "Substation") a 104-foot Essential Services-Antenna Support Structure (called more formally by ComEd a Smart Grid distribution automation device monitoring support structure, the "Structure") within the Substation. The Substation property is located in the M zoning district.

ComEd is requesting that a special use (the "Special Use") be approved under Sections 2-300 and 2-400B of the City of Crystal Lake Unified Development Ordinance (the "Ordinance") to allow for installation of a 100-foot Structure (which will hold five monitoring antennae) to which will be attached a 4-foot-long lightning rod at the top. The Special Use is requested since, per feedback from City staff, the Structure is considered under the Ordinance to be a "radio transmission tower" which requires special use approval in the M zoning district as per Section 2-300 of the Ordinance.

As a regulated public utility and given that the Structure relates to core aspects of the electrical grid, ComEd respectfully states that the City's land use authority may not apply to the company's implementation of the Structure at its Substation. Nonetheless, ComEd is voluntarily submitting this request in an effort to work on its project cooperatively with the City.

Project Narrative

1. Structure's role in and contribution to ComEd's Distribution Automation Network

The Structure is part of ComEd's wide-ranging implementation of its multi-year "smart grid" initiative. The smart grid initiative fulfills regulatory commitments made by ComEd under two Illinois laws, and includes an upgrading of the existing electrical distribution communication system with newer technology and infrastructure, as further explained in the letter attached to this application from one of the project's key senior managers.

The Structure will be a key aspect of this smart grid infrastructure and technological upgrade. Key resulting community benefits will be improved reliability of the electrical grid (through the reduction of electrical outages and the duration of outages), and increased voltage efficiencies along each distribution line, resulting in smoother electrical grid operations.

ComEd's new technology and infrastructure involves the evolution of a ComEd-only radiofrequency ("RF") network in which sensors and monitoring devices being installed within distribution circuits and/or on distribution poles communicate in real time with antennae support facilities like the Structure. The sensors and devices control and monitor equipment within the distribution lines such as line reclosures, cap banks and switches which are important for reliability and "voltage optimization" – meaning, promotion as much as possible of a steady voltage through a particular distribution circuit (given that voltage on a distribution line tends to become less strong as the distance on the line increases from a particular substation). The Structure will only

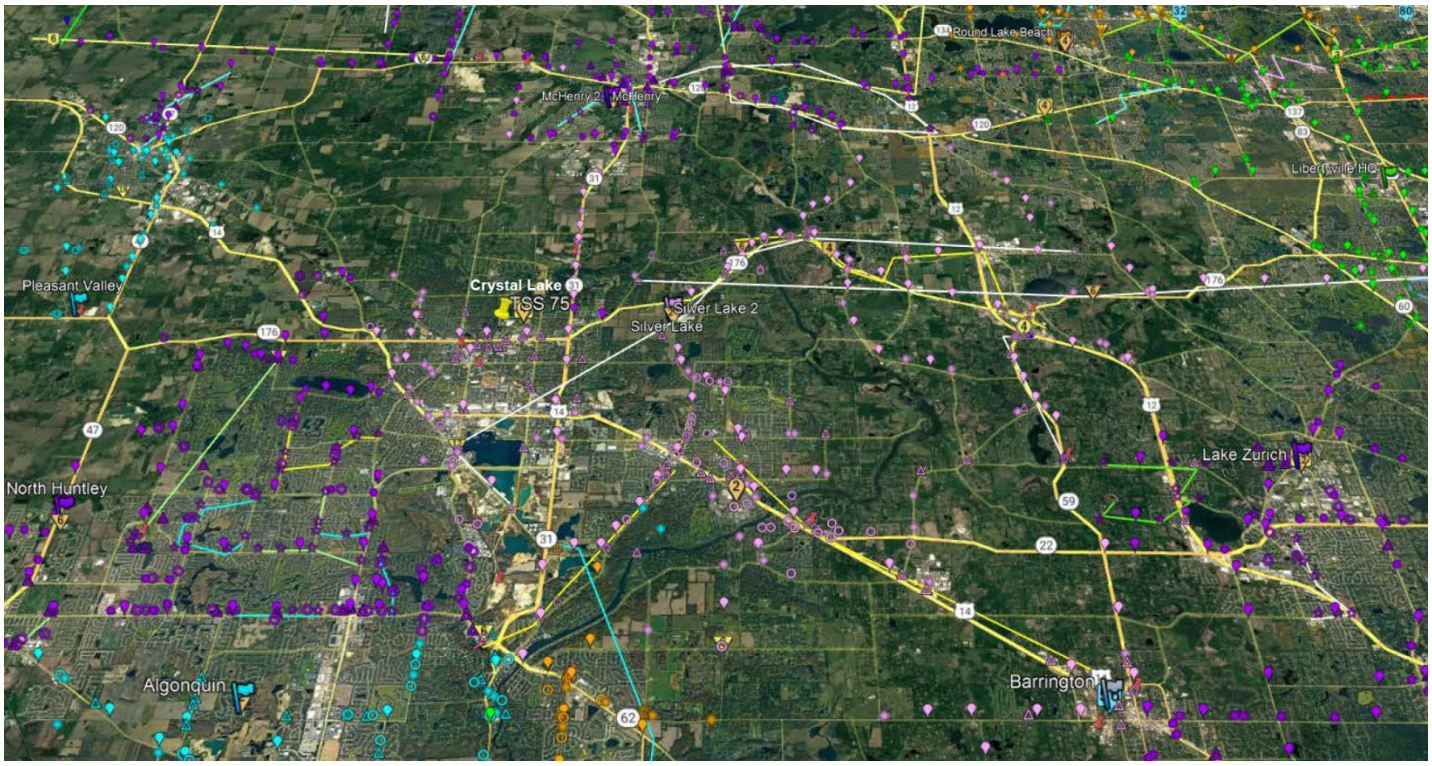
communicate with ComEd's electrical devices/equipment on the electrical grid system. It will not be used for any commercial communication services (e.g., 5G or any other cellular telephone technologies).

The benefit of the new wireless technology can be explained with reference to a lightning strike and its impact on a distribution line. With "legacy" technology, a lightning strike to a distribution line would likely cause removal of a larger portion of a distribution circuit – and the customers served by such circuit – until ComEd crews could determine the precise location of the strike and re-route power around the affected area. By contrast, once the newer wireless technology is deployed in a particular area, the sensors in the distribution circuit – including at the top of a distribution pole – will communicate the fault to receiving antennae on the Structure, which directly links to IT infrastructure tied into ComEd's centralized command and control center. ComEd immediately learns the precise area of the fault and can efficiently dispatch crews to the fault location. Further, the proposed Structure's antennae can direct receiving equipment on the distribution lines how to switch power around the fault.

The efficacy of the new technology depends on clear, clean wireless communication and strong security given the criticality of the electrical grid to the nation's infrastructure system. Existing electrical substations have been selected for locations of the antenna support structures since they offer necessary security, along with the indispensable link to the company's high-speed existing IT backbone network. The necessary IT equipment accompanying the Structure will be housed in an existing substation control building, so no new equipment enclosure is required, thereby minimizing any external "footprint" resulting from the upgraded technology. And electrical substations are already locations which contain pre-existing taller electrical infrastructure (and/or community expectations for such taller infrastructure), mitigating visual concerns.

The request for this Special Use is related to the need for five receiving and transmitting antennae on the Structure (each antenna mount is a very thin two inches in diameter, just under 5 feet long and installed only 3 feet from the Structure) to support existing and to-be-newly-added monitoring and sensing devices in Crystal Lake-area distribution circuits.

On the following page is a computerized graphic which shows an existing "gap" in the ComEd distribution automation device monitoring network. The locations with "flags" (pink in Silver Lake, blue in Pleasant Valley and Algonquin, and purple in multiple locations including Lake Zurich, McHenry and Huntley) indicate existing communication structures and the proposed Structure at the Crystal Lake Substation is represented by a yellow push pin.



The various colored dots are existing sensors and monitoring devices in the Crystal Lake area operating on ComEd's RF network. The pink-colored devices are communicating wirelessly in particular to antennae located at ComEd's "Silver Lake" substation, the blue-colored devices are communicating with antennae at the closest substation to each device, whether the Pleasant Valley or Algonquin substations, and the purple-colored devices are also communicating with antennae at the closest substation to each device, whether in Lake Zurich, McHenry or Huntley. The antennae on these structures are reaching capacity limits very quickly and in such circumstances would not provide optimum RF coverage for sensors and monitoring devices within the City already. This condition will only be aggravated as additional devices are installed within Crystal Lake-area distribution circuits over the next two years. The graphic above dramatically illustrates the important role in the network that will be carried out by the proposed Structure at the Crystal Lake Substation.

The five antennae proposed for the Structure are needed for proper RF capacity, since a reduced number of antennae on the Structure installed at lower heights would result in an overburdened and less effective mesh communication system (resulting in numerous "dropped" or "blocked" calls to use cellular telephone analogies) or "garbled" communications related to foliage interference. For proper system functioning, the lowest antenna should be installed at a minimum height of approximately 40 feet, as is proposed in this case, to avoid foliage blockage. Each additional antenna must be installed a minimum of 15 feet away vertically to avoid technological interference. It is this required minimum spacing and the need for five antennae for effective network functioning which forms the basis for the Structure's 100-foot height. A reduced number of antennae is not enough to allow for seamless functioning of the Crystal Lake-area wireless

technology currently imbedded in (or to be imbedded in) the distribution circuits and on distribution poles.

Delving further into key technical details of the system, ComEd has engineered the Structure and its height in a manner which allows for seamless smart grid coverage of the electrical distribution network. Each antenna on the Structure has a capacity of approximately 40-50 sensing devices per antenna. ComEd considered the impact of installing at the Substation a Structure of less overall height – and by extension fewer antennae – yet has concluded that device communication would become compromised due to overcapacity of the antennae to be installed. This, in turn, leads to a gap in radiofrequency coverage since the support structures and their attached antennae are generally evenly spaced to allow for effective coverage. A height reduced from 100 feet (5 antennae) essentially precludes regional effectiveness of ComEd's smart grid distribution automation network.

ComEd is careful and judicious in its selection of locations for new support structures. To the greatest extent feasible, ComEd installs its antennae on ComEd existing taller structures (other than transmission towers where such installation is not feasible), such as taller rooftops or existing taller microwave towers. ComEd cannot co-locate its antennae on existing third-party owned towers, nor can it permit third-party users to co-locate antennae on its structures, due to the need for its antennae to be located within secure substations with direct and secure connections to the ComEd IT backbone.[1] New structures are placed at substations which have physical space within the existing footprint (so that a physical expansion of the outer substation footprint can be avoided), space within an existing substation control building (so that development of a new equipment enclosure is obviated) and a secure link to the ComEd IT backbone. The Substation meets all of these criteria.

2. Depiction of similar existing Structures

Please see Technical Appendix for a depiction of similar structures which have been installed in the Chicago metropolitan area by ComEd and for additional detail in particular on how the Structure and antennae will function in accordance with FCC and FAA regulations.

3. Site Plan and renderings

As can be noted on the attached Site Plan, the proposed Structure will be situated within the Substation approximately 55 feet south of the existing substation control building on the western side of the Substation. The Structure's base will be set back approximately 441 feet south of the northern property line, approximately 365 feet west of the eastern property line, approximately 315 feet east of the western property line and approximately 485 feet north of the

[1] It is important to note that the Structure is structurally designed to support additional antennae consistent with the "collocation" requirement in Section 2-400C.48(d)(xi) of the Ordinance, At the same time, for the security restrictions described, ComEd cannot permit additional *third-party users* to utilize the Structure due to Structure's location within the secured area of the Substation. ComEd is able to allow additional ComEd-only antennae on the Structure in the future, furthering the policy goals of the Ordinance's collocation provision set forth in Section 2-400C.48(d)(xi).

southern property line, in each case well outside the minimum required setback of 110% of the height of the Structure for radio transmitting towers.

The proposed Structure has been carefully placed within the Substation so as to maintain the required close distance to the substation control building in which the electronic equipment will be housed so as to minimize signal degradation while also avoiding impacts to either existing substation electrical equipment, drive aisles or areas set aside for future equipment expansion (so that the Substation continues to maintain adequate space to serve growth in the area's electrical demand without the need for additional and new property acquisition for construction of an entirely new and different substation).

The proposed Structure should have limited impact on surrounding property. To start, the Structure is situated far west within the fenced-in area of the Substation away from the other generally manufacturing/industrial uses located along Knaack Boulevard and Beechcraft Lane, yet will blend in with other nearby taller structures used for utility infrastructure. The Substation is located between a ComEd distribution corridor to the south and transmission right-of-way to the north, both of which feature numerous utility poles and transmission towers, including 178-foot, 157-foot and 105-foot utility structures to the Substation's north and 90-foot utility structures to the Substation's east and southeast. The relatively few users of Knaack Boulevard (given the street is not a thoroughfare but rather a closed loop with no access from the north) are presumably accustomed to seeing taller electrical infrastructure in the area of the Substation. The Substation is heavily screened by trees to the north and west, plus the proposed location of the Structure, in a slightly "jutting out" corner of the Substation fence west of the main gate on the southern fence line, is also heavily screened by mature trees which will block views of the Structure's base from most points along Knaack Boulevard and Beechcraft Lane. To the extent it is visible, the Structure should not be any more noticeable than other tall pieces of infrastructure in the area of the Substation, and the fact that it is slim (just two feet in diameter at its base), silent, unlit and unmanned will further alleviate any impact on neighboring properties.

Standards for Special Use

Section 2-400B.1: That the proposed use is necessary or desirable, at the location involved, to provide a service or facility which will further the public convenience and contribute to the general welfare of the neighborhood or community.

In the interests of brevity, ComEd incorporates by reference its explanation of compatibility set forth in detail in Sections 1 and 3 above.

The proposed use will facilitate ComEd's implementation of its smart grid initiative, which will contribute to the general welfare of the City by helping further modernize its electrical grid. This system modernization will result in the key community benefits of improved grid reliability, minimized outages and stabilized distribution line voltage flows.

Installation of the Structure is ultimately necessary for the public convenience and general welfare because the Structure will help ComEd better serve the evolving electric energy needs of the City and surrounding communities. As a public utility, ComEd is obligated to further the public convenience in this manner.

Section 2-400B.2: That the proposed use will not be detrimental to the value of other properties or improvements in the vicinity.

The proposed Structure will not be detrimental to neighboring property values or improvements.

ComEd's Substation has operated in this location for many years, and the surrounding properties are well-accustomed to its existence – adding an unlit, noiseless, thin gray Structure to the Substation should not affect the value of vicinity properties or improvements.

The properties bordering the Substation's southern and eastern lot lines are manufacturing/industrial in nature and located a significant distance from the Structure's proposed location – because of these characteristics, the value of these properties and the improvements on them should not be affected by ComEd's installation of the Structure.

The Structure will be compatible with similar structures in the general vicinity, including the many taller pieces of electrical infrastructure already at the Substation and adjacent ComEd transmission and distribution corridors. The Structure's gray color will match the existing Substation electrical equipment, it will be unlit and noiseless, and all associated electronics equipment will be housed inside an existing building, minimizing any new external facilities within the Substation.

In summary, the Structure should not affect the value of properties and improvements in the vicinity because the Structure will appear similar to any other taller piece of electrical infrastructure already in the area. If anything, by offering an efficient and low-impact, low-power use of radiofrequency to help improve grid reliability, minimize outages and stabilize distribution line voltage flows, the Structure may help to improve the value of

property and improvements both in the neighborhood of the Substation and throughout the City.

Section 2-400B.3: That the proposed use will comply with the regulations of the zoning district in which it is located and this Ordinance generally, including, but not limited to, all applicable yard and bulk regulations, parking and loading regulations, sign control regulations, watershed, wetlands, and floodplain regulations, Building and Fire Codes and all other applicable City Ordinances.

The Structure complies with regulations of the M zoning district and the Ordinance generally, including criteria for radio transmitting towers. ComEd will comply with all applicable City ordinances in permitting and constructing the Structure, including obtaining a building permit for the Structure upon approval of this special use permit.

Section 2-400B.4: That the proposed use will not negatively impact the existing off-site traffic circulation; will adequately address on-site traffic circulation; will provide adequate on-site parking facilities; and, if required, will contribute financially, in proportion to its impact, to upgrading roadway and parking systems.

Given the Structure is unmanned, it will not affect off-site traffic and no additional on-site parking will be required.

Section 2-400B.5: That the proposed use will not negatively impact existing public utilities and municipal service delivery systems and, if required, will contribute financially, in proportion to its impact, to the upgrading of public utility systems and municipal service delivery systems.

The Structure will not require any upgrades to public utility systems or municipal service delivery systems. As explained in this application, installation of the Structure itself *is* a public utility upgrade.

Section 2-400B.6: That the proposed use will not impact negatively on the environment by creating air, noise, or water pollution; ground contamination; or unsightly views.

The Structure is unlit, noiseless and will be installed using an industry-standard concrete base within the fenced-in area of the Substation. Given existing taller electrical infrastructure both within the Substation and the nearby transmission and distribution corridors, the Structure will blend in with this existing taller electrical infrastructure situated within an area which is generally industrial in character.

Section 2-400B.7: That the proposed use will maintain, where possible, existing mature vegetation; provide adequate screening to residential properties; provide landscaping in forms of ground covers, trees and shrubs; and provide architecture, which is aesthetically appealing, compatible or complementary to surrounding properties and acceptable by community standards, as further detailed in Article 4, Development and Design Standards.

ComEd's Substation is located in a remote corner of a manufacturing/industrial district of the City, with access only via the lightly-trafficked Knaack Boulevard to the south, and screened from properties to the north and west by dense mature landscaping. Views of the

Structure's base from most locations along Knaack Boulevard and Beechcraft Lane are adequately screened by mature trees. The Structure will have a limited visual impact in this area due to both existing landscaping and the numerous other pieces of taller electrical infrastructure in the vicinity, including transmission utility structures which are similar to or exceed the Structure's height.

Section 2-400B.8: That the proposed use will meet standards and requirements established by jurisdictions other than the City such as federal, state or county statutes requiring licensing procedures or health/safety inspections, and submit written evidence thereof.

As detailed in the technical appendix to this application narrative, the Structure complies with federal standards for the use and siting of similar transmitting towers, including FCC, FAA and NEPA requirements.

Section 2-400B.9: That the proposed use shall conform to any stipulations or conditions approved as part of a special use permit issued for such use.

ComEd intends to conform with applicable stipulations or conditions approved as part of its special use permit for the Structure.

Section 2-400B.10: That the proposed use shall conform to the standards established for specific special uses as provided in this section.

As detailed in application narrative (including the technical appendix) and accompanying application materials, the Structure conforms to standards for radio transmission towers set forth in Section 2-400C.48 of the Ordinance.[2]

[2] As noted earlier and has been discussed with City staff, the Structure is structurally designed to support additional antennae consistent with the "collocation" requirement in Section 2-400C.48(d)(xi) of the Ordinance. At the same time, for the security restrictions described herein, ComEd cannot permit additional *third-party users* to utilize the Structure due to Structure's location within the secured area of the Substation. ComEd is able to allow additional ComEd-only antennae on the Structure in the future, furthering the policy goals of the Ordinance's collocation provision set forth in Section 2-400C.48(d)(xi).

Structure – Technical Appendix

Depiction of similar existing Structures

Similar 104-foot Smart Grid Distribution Automation Device Monitoring support structures can be found at ComEd's Willow Springs substation and its substation in Pleasant Hills (near West Chicago).

Willow Springs

The Willow Springs substation carries the common address of 8600 Willow Spring Road in Willow Springs, but it is actually located on the south side of an industrial access road (leading to Valvoline's Willow Springs facility) across the street from a Speedway gas station and just south of the Tri-State Fire Protection District station which is situated at 8259 Willow Springs Road in Willow Springs.

A picture of the structure as located at the Willow Springs substation is set forth below.



The structure is located to the rear of the substation control building. Note that if one visits the Willow Springs substation, one will see a cellular telephone facility outside the boundaries of the substation but adjacent to it. Know that, as noted earlier, neither ComEd's proposed Structure nor any portion of the Substation property will be used for personal wireless service (5G or

otherwise) or any other commercial communications function other than the Structure and other ComEd-only grid-related monitoring and functioning communications.

Pleasant Hills

The Pleasant Hills substation is located on the east side of Pleasant Hill Road just south of the Great Western Trail and St. Charles Road and a short distance south of North Avenue. The substation is north of Geneva Road, north of the Village of Winfield and south of the Village of Carol Stream. (The address assigned to the substation for property tax purposes is 1N701 Pleasant Hill Road, Winfield. Our experience is that this address does not show up on common mapping applications such as Google Maps. The street address of the business to the north is 26W115 St. Charles Road in Carol Stream to provide a Google-friendly geographic reference point.)

A picture of the structure as located at the Pleasant Hill substation is set forth below.



The structure in the Pleasant Hills substation is located on the north side of the substation just west of the substation control building. Like in Willow Springs, there is a cellular telephone facility outside of the substation itself. Again, by contrast, a cellular telephone facility does not exist at the Substation and is not proposed whatsoever.

Technical, Regulatory and Permitting Information

The antennae proposed for use on the Structure will operate in the frequency range of 902-928 MHz with a center frequency of 915 MHz. These frequencies are a small part of the designated industrial, scientific and medical ("ISM") radio bands. The FCC opened these ISM frequency bands for wireless communications in 1985. Parties using this frequency range in the manner of ComEd are not generally required to obtain use, structure or antenna licenses from the FCC (and are not so required in ComEd's specific situation), but must comply with Federal Communications Commission ("FCC") regulations (47 CFR Part 15) on how the frequencies are used, including the maximum output power of the antennae on the Structure. The output power of the ComEd antennae will be extremely low, at 1 Watt or less. Further, the antennae will only operate intermittently and will not continuously transmit. By observing these two key operating criteria, along with compliance with all of the other applicable federal regulations, ComEd's Structure will operate in a manner protective of public health and safety, in that RF emissions are highly attenuated.

Other wireless devices operate in the frequency range of 902-928 MHz, with a center frequency of 915 MHz – most notably, ComEd's smart meters. The Structure will not be used for smart meter functions. Although certain household wireless equipment operates at 915 MHz, most notably certain cordless phones, baby monitors, and wireless home security systems, most household wireless equipment now operates within the 2.4-GHz frequency band.

Like any system which chooses to operate with the ISM radio bands, ComEd's Smart Grid Distribution Automation Device Monitoring System must tolerate the potential for occasional interference from other wireless devices in use. At the same time, ComEd has engineered its system to minimize any potential interference through incorporation of specific technical features such as signal encryption and security which, like the smart meter system using the same frequency range, have a now-proven record of safe, effective, reliable operation without material impact to existing household wireless devices. In addition to these specific technical features, in accordance with FCC regulations and as a technique to ensure minimal interference, the electronic equipment used in the Distribution Automation Device Monitoring System utilize a protocol called "frequency hopping" within subchannels spread evenly across the frequency range of 902-928 MHz. Such "frequency hopping" allows for efficient use of the full range of the allowable spectrum while minimizing interference risk.

The FCC is not required to review the specific siting of the proposed Structure. Instead, parties such as ComEd may use the frequency range involved in the antennae on the Structure without a specific license granted by the FCC so that as compliance with the detailed ISM radio band regulations (47 CFR Part 15) is maintained. In addition, in terms of compliance with the federal National Environmental Policy Act (to which the FCC is subject), the FCC has delegated to each applicant the responsibility of determining whether a proposed structure is "categorically excluded" from environmental review under the National Environmental Policy Act ("NEPA") when there is minimal or no impact on the environment, or whether an Environmental Assessment needs to be prepared.

FCC rules categorically exclude all actions – including ComEd's proposed Structure – from detailed environmental review unless such a structure: (a) is located in a wilderness area or wildlife preserve; (b) might affect threatened or endangered species or their habitat; (c) might

affect properties included in or eligible for inclusion in the National Register of Historic Places or Indian religious or cultural sites; (d) will be located in a floodplain; (e) involve construction involving significant changes in surface features, such as effects on wetlands, water, ground disturbances, deforestations, etc.; (f) structures of over 450 feet potentially affecting migratory birds; or (g) structures involving high-intensity lighting in a residential area or those which would cause RF radiation in excess of FCC-established limits.

ComEd, through its consultant team, determined that the placement of the Structure within an existing developed substation will have none of these impacts and therefore that the proposed Structure is appropriately categorically excluded from NEPA review.

The proposed Structure will not be required to have a beacon and/or designated paint, and complies with all applicable FAA regulations.

ComEd will be applying for a building permit from the City. No additional known governmental permits are necessary. ComEd will secure any additional necessary permits which may be identified during the building permit process.

Radio transmission towers, wireless communication facilities. All radio transmission towers and wireless communication facilities must comply with the following standards:

1. Towers shall be designed to meet the wind loading requirements specified in the American National Standards Institute TIA-222-F Report, as amended.

   Meets *Does not meet*

The Structure has been designed to meet the wind loading standards of the TIA-222-H Report, a 2017 revision to the TIA standards which, to the best of our technical team's knowledge, has superseded the TIA-222-F protocol (which is no longer current) and modernized the wind loading standards. The Structure conforms to the TIA-222-H standards, passing internal testing including the ability to withstand a 3-second 115 mph wind gust (estimated to have a 1,700 year mean recurrence interval), 40 mph ice wind (500 year mean recurrence interval) and additional extreme inclement weather events.

2. The owner/applicant shall provide documentation to the City demonstrating that the structural integrity of the towers and antenna will continue to comply with state and federal standards, local building codes, and the applicable standards for towers published by the American National Standards Institute (ANSI), as amended. If, upon inspection, it is determined a tower fails to comply with such standards and constitutes a danger to persons or property, the owner shall be notified that he/she has 30 days to bring the tower into compliance. Failure to bring the tower into compliance within 30 days shall constitute grounds for the removal of the tower at the owner's expense.

   Meets *Does not meet*

As noted above in our response to Standard No. 1, the Structure conforms with the applicable standards in the ANSI TIA-222-H Report.

Regarding local building codes, ComEd intends to comply with all applicable regulations, including applying for a building permit from the City for the Structure.

ComEd has also ensured the Structure complies with applicable federal standards regarding tower placement and antenna frequency. As explained in detail in the Technical Appendix to the ComEd's application narrative, these standards include those promulgated by the Federal Communications Commission ("FCC") (regarding antenna frequency) and Federal Aviation Administration ("FAA") (regarding site placement and markings/lighting) as well as siting requirements under the National Environmental Policy Act ("NEPA").

Finally, ComEd is not aware of any state standards pertaining to the Structure. Note that there are recent state laws requiring ComEd to build out a "smart grid" in which the Structure plays a key role, as explained in the regulatory letter provided in ComEd's application, but these "smart grid" state laws do not spell out specific technical standards for the Structure.

3. Safety. Self supporting and monopole towers shall be designed to collapse at a failure point no more than 50 feet from the top of the tower so that this upper section folds over onto the lower intact section

   Meets *Does not meet*

From an engineering perspective, the Structure is "overdesigned" in a manner such that it would take a highly rare and completely unforeseen weather event to cause it to collapse (examples of the rarity of "worst case" wind gusts are provided in our response to Standard No. 1). The Structure will be embedded in a 20-foot-deep concrete base and has undergone extensive internal wind loading testing in compliance with TIA-222-H standards. In the extremely unlikely event the Structure were to collapse, the Structure's significant setbacks (over 300 feet to the nearest lot line) mean any impact would be limited only to ComEd's property.

4. Freestanding wireless communication or radio transmission towers shall not exceed 200 feet in height as measured from the tower base to the highest point of the tower and any attached receiving or transmitting device.

   Meets *Does not meet*

ComEd's Structure will have a height of 104' from ground level to the top of its lightning rod.

5. Franchises and licenses: The operator shall provide documentation to the City to demonstrate that all franchises and licenses required by law for the construction and/or operation of a tower or antenna have been obtained.

   Meets *Does not meet*

The antennas on ComEd's Structure will operate in a frequency range of 902-928 MHz with a center frequency of 915 MHz. These frequencies are a small part of the designated industrial, scientific and medical ("ISM") radio bands, and parties using this frequency range in the manner of ComEd are not generally required to obtain use, structure or antenna licenses from the FCC (and are not so required in ComEd's specific situation). ComEd must, however, comply (and will comply) with FCC regulations (47 CFR Part 15) on how the frequencies are used, including the maximum output power of the antennas on the Structure, which is extremely low, at 1 watt or less.

6. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color (i.e. light grey), or be designed to mimic the appearance of a tree in order to reduce visual obtrusiveness or painted a sky-tone above the top of surrounding trees and in an earth-tone below the tree-top level.

   Meets *Does not meet*

The Structure will have a galvanized steel finish similar to that of other electrical infrastructure in and around the Substation. ComEd has received an FAA determination that no additional markings or lighting are required on the Structure for safety.

7. At a tower site, the design of buildings and related structures shall, to the maximum extent practicable, use materials, colors and architectural styles, that blend into the natural setting and surrounding buildings.

   Meets *Does not meet*

To the extent it is visible, the Structure should not be any more noticeable than other tall pieces of infrastructure in the area of the Substation, and the fact that it is slim (just two feet in diameter at its base), silent, unlit and unmanned will further help it to blend in. In addition,

there are no new buildings planned in connection with the Structure as the Structure's associated electronics will be housed in an existing building.

8. Storage: No outside storage shall be allowed on any facility site.

   Meets *Does not meet*

There will be no outside storage specific to the Structure at the Substation – all of the Structure's supporting equipment will be housed within one of the Substation's existing control buildings.

9. Lighting: Towers shall not be artificially lighted, unless required by the FAA or other applicable authority.

   Meets *Does not meet*

The Structure will be unlit. As noted above in our response to Standard No. 6, ComEd has received an FAA determination that no additional markings or lighting are required on the Structure for safety.

10. A single sign measuring no more than two square feet in size shall be located on or near the tower, and shall identify the tower owner, the street address of the tower, the owner's identification code for the tower, and a twenty-four-hour emergency contact telephone number.

    Meets *Does not meet*

Each ComEd substation, including the Substation, has a sign posted on or near the substation gate which indicates ComEd's ownership of the substation, its internal name and address for the substation, and a 24 hour emergency contact telephone number. The Structure is proposed to be situated within a highly secure Substation, so the sign at the Substation's gate with the emergency contact information serves the purpose contemplated by this standard (there is no ComEd "identification code" for the Structure).

11. No commercial advertising shall be allowed on the tower or its related facilities.

    Meets *Does not meet*

There will be no commercial advertising on the Structure or its related facilities.

12. Single lot: Towers, guy anchors, equipment buildings, and any other appurtenances related to the tower shall be considered as being located on one zoning lot.

    Meets *Does not meet*

The Structure and its supporting equipment located in the control building will all be located on the Substation's existing single zoning lot.

13. Setbacks: Wireless communications facilities shall comply with the following setback standards. Self supporting and monopole towers shall be setback a minimum of 50 feet from all property lines.

    Meets *Does not meet*

As shown on the site plan included in ComEd's application, the Structure will be located over 50 feet from all property lines.

14. Equipment buildings associated with a wireless communication facility shall meet the minimum setback requirements for the zoning district where located.

    Meets *Does not meet*

As shown on the site plan included in ComEd's application, the control building containing the Structure's supporting equipment is located over 300 feet from the nearest lot line, well in compliance with all applicable minimum setback requirements.

15. Separation: If an applicant proposes a new wireless communications tower or radio transmission tower within 1,200 feet of an existing tower, the applicant shall submit a statement indicating the reasons why the existing tower(s) was inadequate or unavailable. The Zoning Administrator shall allow the owner of such existing tower an opportunity to comment prior to making a decision.

    Meets *Does not meet*

ComEd has not identified any existing radio transmission towers within 1,200 feet of the Structure's proposed location.

16. Collocation: New wireless communication or radio transmission towers shall provide evidence that the tower is structurally designed to support at least three additional users, and provide a written statement that the owner of the tower is willing to permit other user(s) to attach communication facilities, on a commercially reasonable basis, which do not interfere with the primary purpose of the tower. The site plan shall indicate a location for at least one equipment building in addition to that proposed for use by the applicant. A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless a monopole is determined more appropriate at the specific location. If an existing tower is increased in height or reconstructed to accommodate the collocation of additional antenna it shall meet the height restrictions outlined within this section of the Ordinance.

    Meets *Does not meet*

The Structure is structurally designed to support collocation of additional antennas if needed in the future. However, as noted in the application addendum, for security reasons (ie, the Structure's necessary location within the fenced-in area of a highly secure Substation), ComEd cannot permit additional* third-party users *to utilize the Structure for collocation. However, the Structure may be able to support in the future additional Exelon-related antennas, which would not pose a substation security concern.

17. Landscaping: Unless existing vegetation provides a buffer strip, all property lines along roadways or visible to existing abutting or nearby buildings (within 1/4 mile radius), for all facilities shall be landscaped as follows:
    a. With six-foot to eight-foot evergreen shrubs planted in an alternate pattern, five feet on center and within 15 feet of the site boundary; or

b. With at least one row of deciduous trees, not less than 2 1/2 inch to three inches caliper measured three feet above grade, and spaced not more than 30 feet apart and within 25 feet of the site boundary; or
c. With at least one row of evergreen trees at least four to five feet in height when planted, and spaced not more than 15 feet apart within 40 feet of the site boundary.
d. In lieu of the foregoing, the Planning and Zoning Commission may determine that the existing vegetation must be supplemented to meet an equivalent means of achieving the desired goal of minimizing the visual impact.

Meets *Does not meet*

Existing Substation landscaping provides a buffer strip between the Structure's proposed location and most view points along Knaack Boulevard and Beechcraft Lane. The proposed location of the Structure, in a slightly "jutting out" corner of the Substation fence west of the main gate on the southern fence line, is heavily screened by mature trees.

18. Security fencing: Towers, guy anchor supports, and ground-based equipment buildings shall be enclosed by security fencing not less than eight feet in height and equipped with an appropriate anti-climbing device.

Meets *Does not meet*

The Structure will be located within the fenced-in area of the Substation, which is surrounded by an 11-foot-tall expanded metal fence plus 1-foot of "Y"-shaped barbed wire.

19. Radiation reporting: It shall be demonstrated that the proposed tower, antenna, and supporting equipment complies with FCC nonionizing radiation requirements for individual and combined facilities.

Meets *Does not meet*

The Structure's antennas must and do operate in an extremely low-power manner (1 watt or less) on the open ISM radio band, while utilizing intermittent transmission and frequency hopping techniques, which together allow the Structure to operate in a manner protective of public health and safety, in that any RF emissions are highly attenuated.

20. Interference: No wireless communications tower, antenna, or supporting equipment shall interfere with equipment operated by the City of Crystal Lake.

Meets *Does not meet*

The Structure will support and enhance ComEd's Mesh network, which has existed in the City of Crystal Lake for multiple years (the Structure's antennas will help improve this existing network's functioning, rather than create any new network). ComEd is not aware of any interference to date from its network on the City's equipment. ComEd also would not expect any such interference to occur, given the network's low-power radios each (i) only communicate with other radios with the same ComEd private "network id" and (ii) utilize techniques such as frequency hopping and signal encryption to find suitable channels on the ISM radio band and avoid signal interference.

October 20, 2023

BY ELECTRONIC DELIVERY

Ms. Kathryn Cowlin
City of Crystal Lake
Community Development Director
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Ms. Cowlin:

This letter concerns ComEd's need to build a special type of utility pole used for electrical grid communication and monitoring purposes (the "Pole") at the TSS 75 Crystal Lake substation, which is located in the City of Crystal Lake (the "City") at 400 Knaack Boulevard (the "Substation"). The Pole is part of our company's wide-ranging implementation of a multi-year "Smart Grid" initiative. We are required to install it per our Franchise Agreement and by regulatory commitments to the State of Illinois (the "State").

The Pole will be 100 feet tall (plus a 4-foot lightning rod on top) and hold five antennae which will communicate with sensors on distribution lines and circuits throughout the Crystal Lake area in order to increase network reliability, improve responsiveness of the electric grid and even out voltage flows through these circuits, as well as to provide opportunity for implementation over time of additional distribution intelligence applications while minimizing need for additional structures of a similar type. The Pole and its antennae will be used exclusively by ComEd (with no third-party commercial users such as by cell phone companies, etc.) to aid in the functioning of our distribution system. The Pole is unlit, grey in color, and will blend in with similarly colored existing vertical poles in and around the Substation.

As explained more fully below, our company is building the Pole in order to fulfill our obligations under both (i) ComEd's Franchise Agreement with the City to construct, operate and maintain an electric system within the City (the "Franchise Agreement")[1] and (ii) recent State laws requiring ComEd to make "Smart Grid electric system upgrades" to help modernize and expand Illinois' electric grid.

ComEd's Obligations under the Franchise Agreement

The Franchise Agreement grants ComEd "the right, permission and authority to construct, operate and maintain in and through the City its Electric System."[2]

Further, the Franchise Agreement states that "…[ComEd] shall investigate, develop and incorporate technological advances into its equipment and service in its sole discretion and

[1] City of Crystal Lake, McHenry County, Illinois. Ordinance No. 3594, "An Ordinance Authorizing Commonwealth Edison Company to Use the Public Ways and Other Public Property in Conjunction with its Construction, Operation and Maintenance of an Electric System in and through the City of Crystal Lake, McHenry County, Illinois", August 3, 1993.
[2] Franchise Agreement, 3.1.

subject to order of [any governmental body or forum vested by law with authority to do the act or make the order, rule or regulation involved]."[3] Section 2.2 of the Franchise Agreement explains that the word "shall", as used in the Franchise Agreement, signifies a "mandatory" instruction. Further, the Illinois General Assembly (the "General Assembly") arguably constitutes a "competent authority" within the meaning of the Franchise Agreement.

ComEd's installation of the Pole is a critical infrastructure investment necessary to support ComEd's continued investment in Illinois' Smart Grid system pursuant to State law and its obligations to serve customers, including those in the City of Crystal Lake, using technological advances incorporated into its equipment and service. In developing and incorporating Smart Grid electric system upgrades such as the Pole and the sensors in the distribution lines it supports, ComEd is leveraging new technology in order to improve the electric grid in numerous aspects, as directed by the Franchise Agreement. These improvements, including installation of the Pole, will give ComEd the ability to "operate and maintain" the electric system in a more reliable, responsive manner which will benefit the City and surrounding communities. The specific benefits for the City arising from these technological advances are explained in the section below.

ComEd's Obligations under State Law

In addition to fulfilling obligations under the Franchise Agreement, our company is building the Pole to comply with our obligations under two recent State laws: the 2011 Energy Infrastructure Modernization Act ("EIMA")[4] and the 2016 Future Energy Jobs Act ("FEJA").[5] Both laws require ComEd to make ongoing Smart Grid investments to "build the grid of the future,"[6] relying on infrastructure such as the Pole for network and grid support.

Through passage of EIMA, the General Assembly encouraged and enabled the State's largest electric utility companies, including ComEd, to invest in modernizing and expanding Illinois' century-old electric grid.[7] As a "participating utility" pursuant to EIMA[8], ComEd has formally committed in filings with the Illinois Commerce Commission ("ICC") -- ComEd's State regulating entity -- to modernize Illinois' electricity transmission and distribution infrastructure by investing in continued Smart Grid electric system upgrades through, at minimum, the end of 2022.[9]

Consistent with its State law obligations, ComEd's Smart Grid upgrade investment obligations have included installing "monitoring and communications devices that enable Smart

[3] Franchise Agreement, 6.1.
[4] Energy Infrastructure Modernization Act, Public Acts 97-0616 & 97-0646.
[5] Future Energy Jobs Act, Public Act 99-0906.
[6] Future Energy Jobs Act, Public Act 99-0906, Sec. 1(a).
[7] *See,* Future Energy Jobs Act, *supra* note 7 (discussing the legislative purpose and effect of EIMA).
[8] "Participating utility" means an electric utility or a combination utility serving more than 1,000,000 customers in Illinois that voluntarily commits to undertake the infrastructure investment program obligations described in section (b)(1)(B) of EIMA (quoted in footnote 10 below). *See* 220 ILCS 5/16-108.5(b).
[9] *See* 220 ILCS 5/16-108.5(b)(1)(B). ("[B]eginning no later than January 1, 2012… the participating utility shall…over a 10-year period, invest an estimated $1,300,000,000 to upgrade and modernize its transmission and distribution infrastructure and in Smart Grid electric system upgrades, **including, but not limited to…(ii) distribution automation**…).

Grid functions, ***including, but not limited to, distribution automation***."[10] (emphasis added). When issues arise on distribution lines (for example, a lightning strike), distribution automation technology utilizes wireless sensors and monitoring devices on the lines to detect the issue's precise location. This precision cuts down on response time, while also automatically re-routing power to minimize the number of customers impacted.

The Pole provides support for ComEd's distribution automation technology by strengthening a ComEd-only highly secure wireless communication system (called by ComEd the "DA Mesh Network"). The DA Mesh Network facilitates radio communication between the Pole and others like it situated throughout ComEd's service territory at secure locations such as the Substation (which are linked to ComEd's IT backbone), and thousands of wireless sensing devices located throughout the electric grid on distribution lines and poles.

During the time that our company worked to build out the DA Mesh Network in the years following the enactment of EIMA in 2011, the General Assembly passed FEJA in 2016, which reiterated and expanded the State legislature's requirement that ComEd invest in Smart Grid technology. In the preamble to FEJA, the General Assembly declared that "…Illinois should continue in its efforts to build the grid of the future using the smart grid…"[11] and went on to declare that the State's "…existing energy efficiency standard should be updated to ensure that customers continue to realize increased value, [and] to incorporate and optimize measures enabled by the smart grid, ***including voltage optimization measures***…"[12] (emphasis added).

ComEd is now leveraging the DA Mesh Network in order to support voltage optimization measures, which help ComEd achieve statutorily-required energy efficiency savings benchmarks through the end of 2030.[13] Voltage optimization technology also uses wireless devices on distribution poles linked to the same Pole (and others like it) to control capacitor banks along the distribution circuits. These capacitor banks are a type of electrical infrastructure that promote steady voltage flow through ComEd's lines. Communication between the Pole, wireless devices, and capacitor banks ultimately reduces electricity consumption by devices at the customer end through "right-sizing" voltage as it flows through the distribution lines from a substation.

The dramatic increase in the number of wireless monitoring and sensing devices installed within the distribution circuits to support our company's voltage optimization obligations are placing an increased strain on the capacity of the DA Mesh Network. So too are the growing number of new distribution automation devices which use the same DA Mesh Network (such as

[10] 220 ILCS 5/16-108.6(a). ("'Smart Grid electric system upgrades' means any of the following: (1) metering devices, sensors, control devices, and other devices integrated with and attached to an electric utility system that are capable of engaging in Smart Grid functions; (2) other monitoring and communications devices that enable Smart Grid functions, including, but not limited to, distribution automation…").
[11] Future Energy Jobs Act, Public Act 99-0906, Sec. 1(a).
[12] Future Energy Jobs Act, Public Act 99-0906, Sec. 1(a)(2); *see also*, 20 ILCS 3855/1-10 ("'Energy efficiency' includes voltage optimization measures that optimize the voltage at points on the electric distribution voltage system and thereby reduce electricity consumption by electric customers' end use devices.").
[13] 220 ILCS 5/8-103B(b-20).

the more-precise fault indicator radio sensors which ComEd began installing in 2019, described earlier in this section).

By installing the Pole in the Substation and identical poles in similar substations and other secure locations throughout the ComEd service territory, ComEd is creating a seamless "mesh" radio network. This investment will enhance grid reliability by improving fault identification and response capabilities, and will boost grid efficiency by promoting a steadier flow of electricity through the regional grid. In this way, our company is meeting current network demand and preparing for the future demands of ever-evolving Smart Grid technology. Installing the Pole to enhance the DA Mesh Network reflects ComEd's commitment to the use of updated technology, consistent with the EIMA and FEJA laws, with the ultimate goal of bringing more reliable and resilient electric service to our customers in the City.

If you have any questions, please contact me at (443) 979-0630 or Jeremiah.Newman@exeloncorp.com.

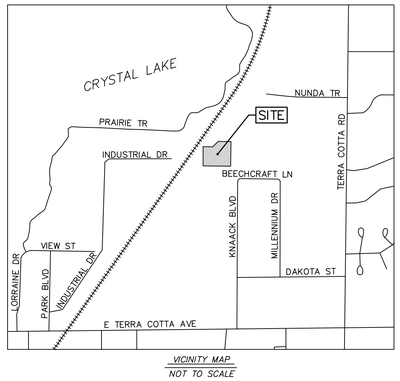
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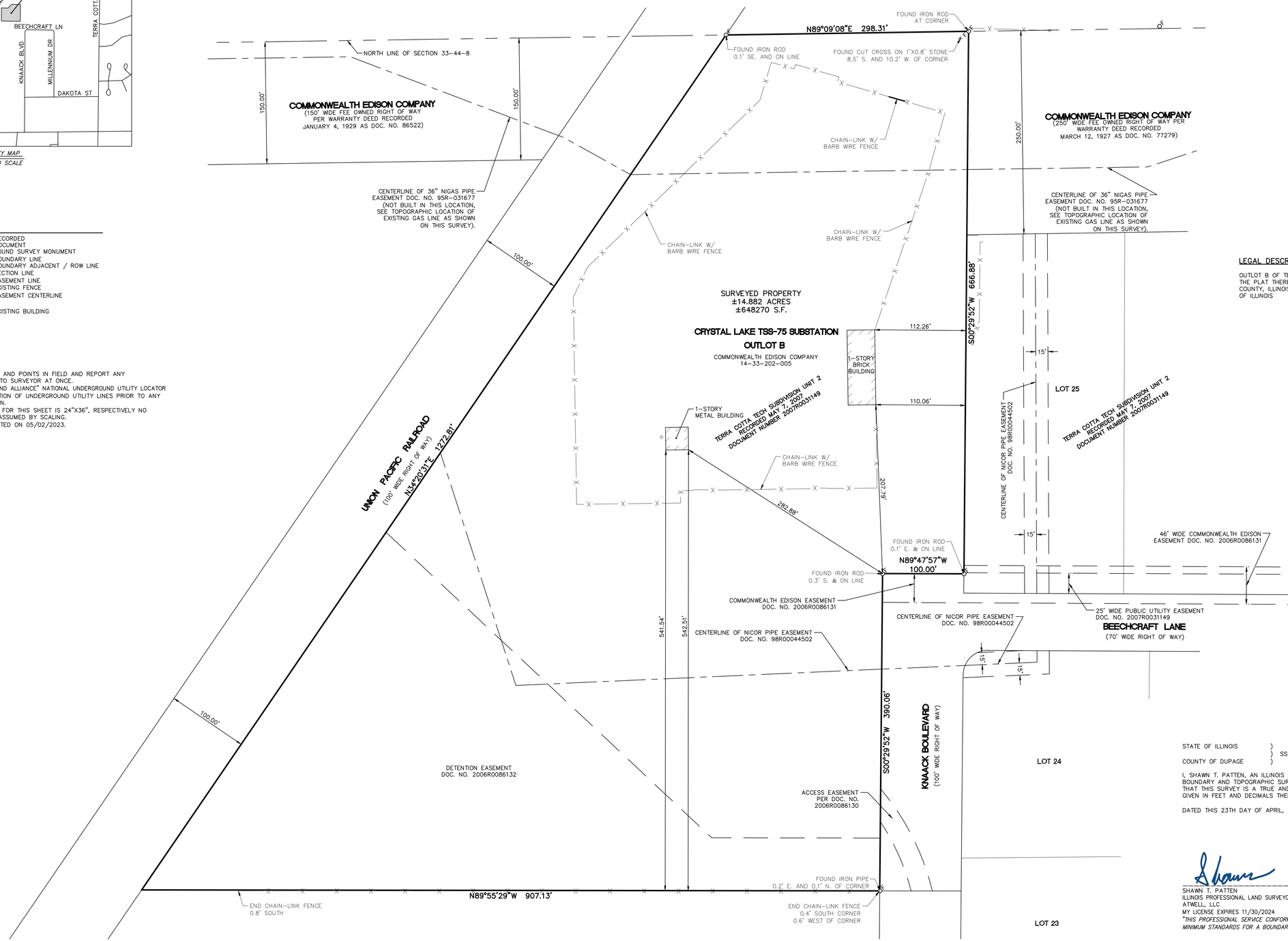
Jeremiah Newman

PLAT OF SURVEY

BEECHCRAFT LANE AND KNAACK BOULEVARD, CRYSTAL LAKE
SECTION 33, T44N, R8E OF 3RD P.M., ALGONQUIN TOWNSHIP, MCHENRY COUNTY, ILLINOIS



VICINITY MAP
NOT TO SCALE



60 0 60 120 180
GRAPHIC SCALE
SCALE: 1"=60'
BASIS OF BEARING:
ILLINOIS STATE PLANE
EAST ZONE (NAD83)
2011 ADJUSTMENT

LEGEND

REC	RECORDED
DOC	DOCUMENT
+FOF	FOUND SURVEY MONUMENT
	BOUNDARY LINE
	BOUNDARY ADJACENT / ROW LINE
	SECTION LINE
	EASEMENT LINE
X X	EXISTING FENCE
	EASEMENT CENTERLINE
	EXISTING BUILDING

GENERAL NOTES:

1.) COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
2.) CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
3.) THE INTENDED PLOT SIZE FOR THIS SHEET IS 24"X36", RESPECTIVELY NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
4.) FIELD WORK WAS COMPLETED ON 05/02/2023.

LEGAL DESCRIPTION

OUTLOT B OF TERRA COTTA TECH SUBDIVISION UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 2007R31149, MCHENRY COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF MCHENRY AND STATE OF ILLINOIS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, SHAWN T. PATTEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY HAS BEEN PREPARED UNDER MY SUPERVISION AND THAT THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION THEREOF. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

DATED THIS 23TH DAY OF APRIL, 2023.

SHAWN T. PATTEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-4303
ATWELL, LLC
MY LICENSE EXPIRES 11/30/2024
"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

STATE OF ILLINOIS
SHAWN T PATTEN
035-4043
NAPERVILLE IL
PROFESSIONAL LAND SURVEYOR

comed℠
AN EXELON COMPANY

RUSSELL D. DILLON
COMED
LAND SURVEYING ADMINISTRATOR
1 LINCOLN CENTRE-13th FLOOR
OAKBROOK TERRACE, IL 60181
CELL: (779)231-2629

PREPARED BY:
ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630)577-0800
DESIGN FIRM #184-005876

REVISIONS		
NO.	DATE	DESCRIPTION

REVISIONS		
NO.	DATE	DESCRIPTION

APPROVED BY: TB
CHECKED BY: MJF

PLAT OF SURVEY - CRYSTAL LAKE, ILLINOIS
COMED #23-195, CONTRACT #01279553

OFFICE: NAPERVILLE, IL	FIELD: TS	CAD: STP	CONTRACT NO.: 01279553	WORK ORDER NO.: 18368970	SHEET NO. 1 OF 1
PROJECT NO.: 23002415	DRAWING NO.: 23002415PS-01		DATE: 5/16/2023	SCALE: 1" = 60'	

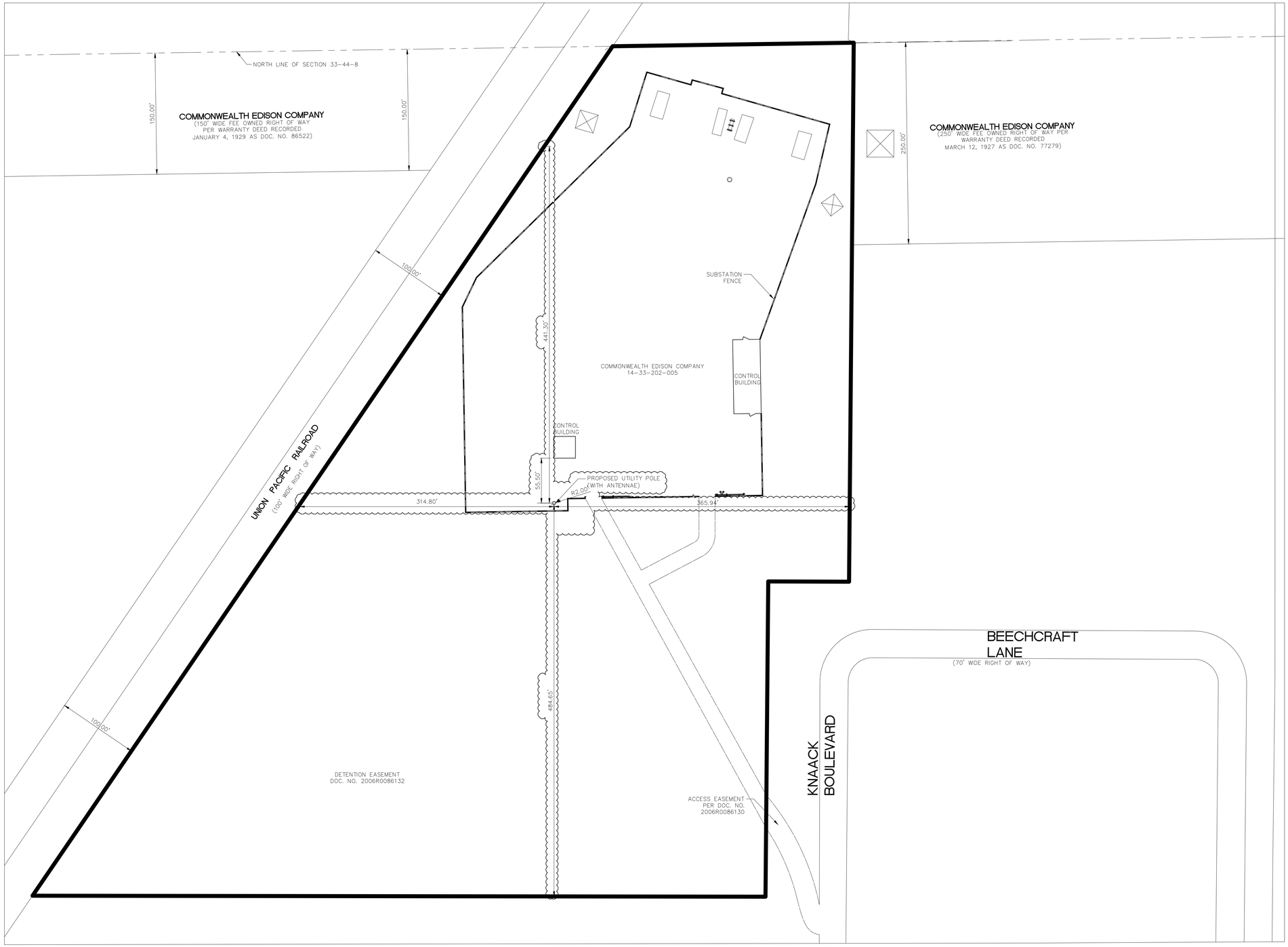
TSS 75 CRYSTAL LAKE SITE PLAN

60 0 60 120 180
GRAPHIC SCALE
SCALE: 1"=60'

BASIS OF BEARING:
ILLINOIS STATE PLANE
EAST ZONE (NAD83)

LEGEND

- EXISTING ELECTRIC TRANSMISSION TOWER
- EXISTING LOT LINE
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING SUBSTATION BASELINE



ComEd
An Exelon Company

PREPARED BY:

REVISIONS		
NO.	DATE	DESCRIPTION

REVISIONS		
NO.	DATE	DESCRIPTION

APPROVED BY: DWB
CHECKED BY: DWB

CRYSTAL LAKE TSS 75 SUBSTATION

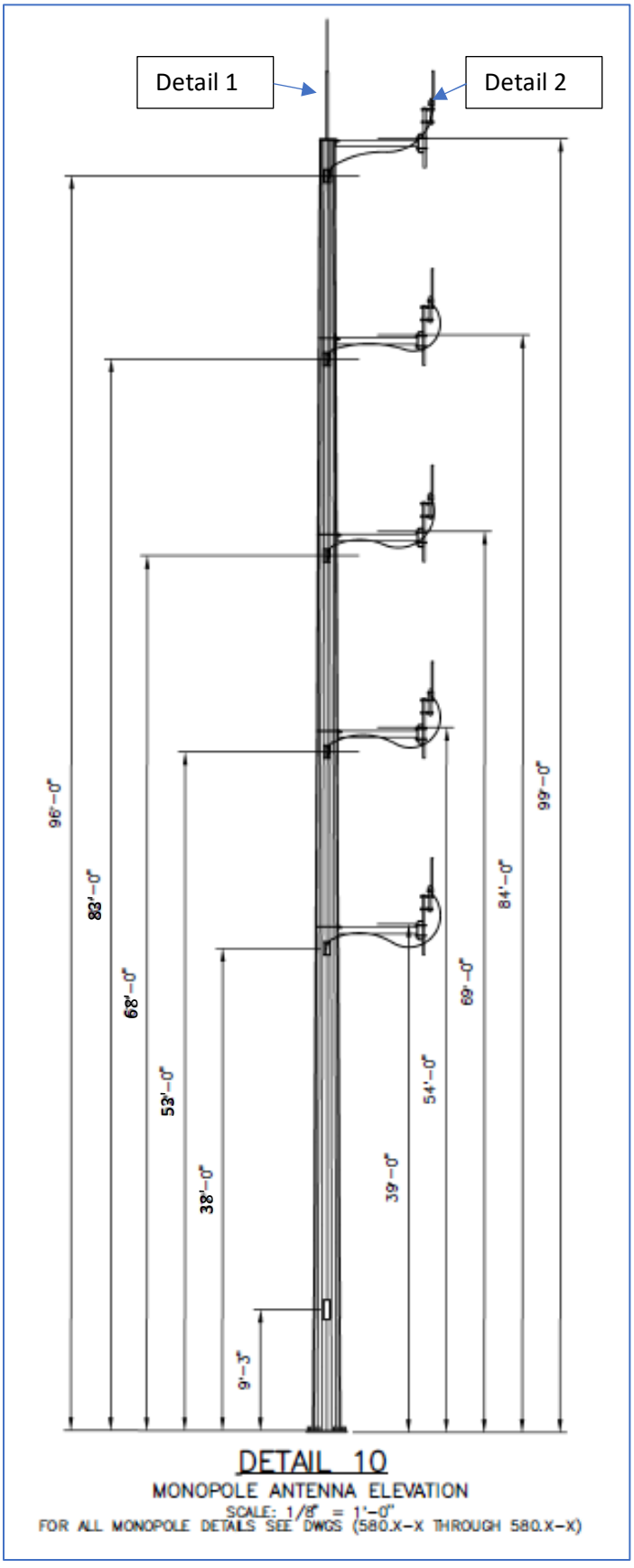
COMED #13-045, CONTRACTOR #01050309

OFFICE: NAPERVILLE, IL.	FIELD: MP/MW	CAD: JER	CONTRACTOR NO.: 01050309	COMED ORDER NO.: 13-045	SHEET NO. 1 OF 1
DWG. NO.: 13000394	ELECTRONIC DWG. FILE: 13000394TP-001		DATE: 07/17/2023	SCALE: 1" = 60'	

TSS75 Crystal Lake - Height Exhibit of Existing Structures at Substation

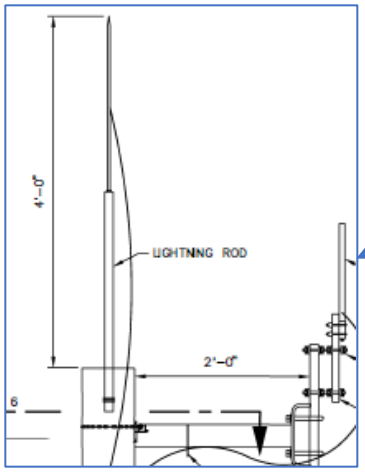


ComEd TSS 75 Crystal Lake, 400 Knaack Blvd, Crystal Lake - Structure Exhibit



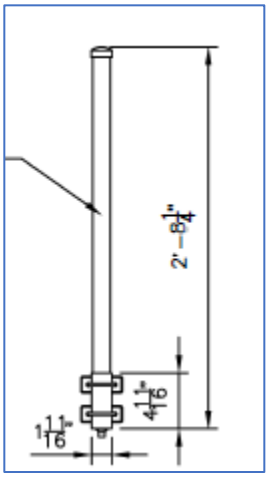
DETAIL 10
MONOPOLE ANTENNA ELEVATION
SCALE: 1/8" = 1'-0"
FOR ALL MONOPOLE DETAILS SEE DWGS (580.X-X THROUGH 580.X-X)

Note: elevations are measured from top of base plate (approx. 1 ft AGL)



Detail 2

Detail 1



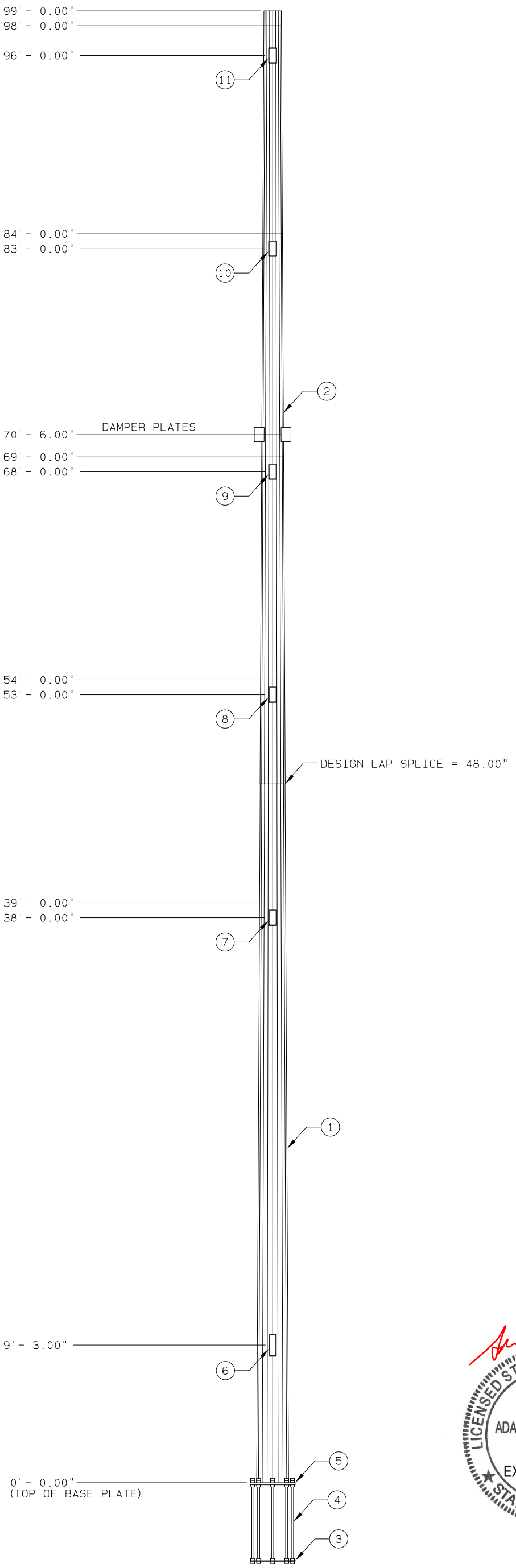
Detail 2

ComEd
An Exelon Company

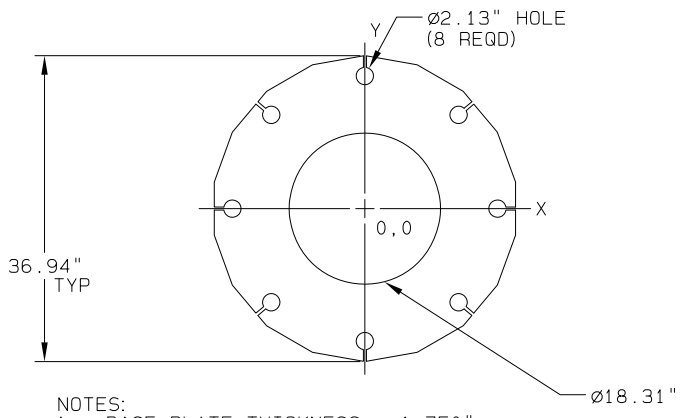
Commonwealth Edison Co.
Chicago, Illinois
Transmission and Distribution Operations

hbk ENGINEERING
A QUANTA SERVICES COMPANY

ITEM ID	NO. REQD	FEATURES	UNIT WEIGHT (LBS)	WEIGHT (LBS)
1	1	SECTION A VALMONT S-22 0.219" THK (A572 GR65)	2,684	2,684
2	1	SECTION B VALMONT S-22 0.188" THK (A572 GR65)	1,777	1,777
3	1	BOTTOM CAGE PLATE	65	65
4	8	1.75" ANCHOR BOLT, LENGTH=5.50' A615 GR75	62	492
5	1	BASE PLATE VALMONT S-56 1.750" THK (A572 GR50)	376	376
	1	TOP CAGE PLATE (REMOVE BEFORE SETTING POLE)	86	86
	1	SAFETY CLIMBING CABLE (LENGTH = 89.00')	83	83
	3	GROUNDING LUG	2	6
		GALVANIZING	155	155
	105	STEP AND CLIP (VALMONT STANDARD)	1	105
6	2	HAND HOLE STD (6" x 18")	18	36
7	1	HAND HOLE STD (6" x 12")	22	22
8	1	HAND HOLE STD (6" x 12")	22	22
9	1	HAND HOLE STD (6" x 12")	22	22
10	1	HAND HOLE STD (6" x 12")	22	22
11	1	HAND HOLE STD (6" x 12")	22	22
	1	POLE CAP	12	12



HOLE COORDS (INCHES)	
X-COORD	Y-COORD
16.00	0.00
11.31	11.31
0.00	16.00



NOTES:
1. BASE PLATE THICKNESS = 1.750"
2. BASE PLATE ALLOWABLE STRESS (KSI) = 50
3. ANGLES ARE MEASURED CLOCKWISE FROM 0 DEGREES
4. BOLT CIRCLE DIAMETER = 32.00"
5. CAGE TEMPLATE DIAMETER = 35.50"

BASE PLATE / ANCHORAGE CHARACTERISTICS

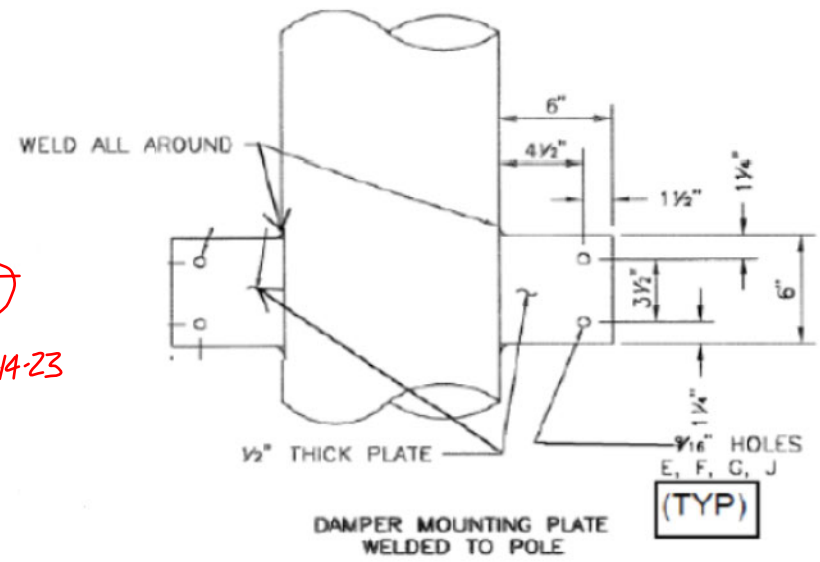
NOTES:

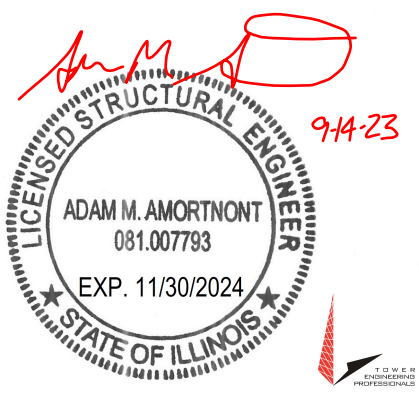
1. FACTORED BASE REACTIONS
   MOMENT = 3,114 IN-KIPS
   SHEAR = 4,529 #
   VERTICAL = 8,399 #
2. GALVANIZED PER ASTM A-123.
3. DESIGN CRITERIA: TIA-222-H
4. THIS STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING LOADING:
   EXPOSURE CATEGORY = C
   TOPOGRAPHY CATEGORY = 1
   RISK CATEGORY = III
   SITE ELEVATION = 0 FT
   EARTHQUAKE SPECTRAL RESPONSE ACCELERATION AT SHORT PERIODS SS = 0.50
   EARTHQUAKE SPECTRAL RESPONSE ACCELERATION AT ONE SECOND S1 = 0.50
   EARTHQUAKE SITE CLASS = D
   WIND LOAD CASES ARE BASED ON 3 SECOND GUST AND 1700 YEAR MRI
   A. CASE 1: WIND = 115 MPH WIND SPEED
   B. CASE 2: WIND = 40 MPH ICE AND WIND SPEED
      DESIGN ICE THICKNESS = 1.50 IN
   C. CASE 3: WIND = 90 MPH WIND SPEED
   D. CASE 4: SEISMIC
   E. CASE 5: SEISMIC
   F. EQUIPMENT

DESCRIPTION	ABP MTG HT. (FT)	ABP CENTROID HT. (FT)	WITHOUT ICE EPA (FT**2)	WITHOUT ICE WT (LBS)	WITH ICE EPA (FT**2)	WITH ICE WT (LBS)
1-5/8" X 10' LIGHTNING ROD LIG	99.00	103.00	0.63	23	4.49	86

50'

5. FEEDLINES ARE PLACED INTERIOR TO THE POLE SHAFT (UNLESS NOTED OTHERWISE)
6. TOTAL POLE HEIGHT IS 100 FT AGL
7. ELEVATIONS ARE MEASURED FROM TOP OF BASE PLATE (APPROX. 1 FT AGL)
8. 18 SIDED SHAFT
9. VALMONT ACCEPTS NO RESPONSIBILITY FOR THE AFFECTS OF DAMPERS ON STRUCTURE
10. DAMPER ATTACHMENT PLATE DESIGNED BY OTHERS
11. SITES UNKNOWN AND DESIGN CRITERIA PER COMED DRAWING STR-SSN1-C JAM 7-11-22. A LICENSED STRUCTURAL ENGINEER IN THE STAE OF IL SHALL REVIEW SITE SPECIFIC CRITERIA PRIOR TO ACCEPTANCE
12. POINT LOADS CONSERVATIVELY ASSUMED TO ACT AT 3.5' ECCENTRICITY TO APPROXIMATE SPECIFIED MOMENTS
13. REVIEW FULL CALCULATIONS FOR POINT LOADS AND LOCATIONS
14. FUTURE LOADING APPLIED ORTHOGONAL (90 DEG) TO PRESENT LOADS PER NOTE 5 OF COMED DRAWING
15. ASCE 113 AND NESC LOAD CASES DO NOT CONTROL THE POLE DESIGN AND ARE NOT INCLUDED ON PERMIT DRAWING OR CALCULATIONS
16. ELEVATION CONSERVATIVELY ASSUME AS 0'
17. L/50 DEFLECTION LIMIT (CLASS C SUBSTATION STRUCTURE) IS MET FOR ASCE 113 90 MPH SERVICE LOAD CASE
18. ALTHOUGH RARE, VIBRATIONS SEVERE ENOUGH TO CAUSE DAMAGE CAN OCCASIONALLY OCCUR IN STRUCTURES OF ALL TYPES. BECAUSE THEY ARE INFLUENCED BY MANY INTERACTING VARIABLES, VIBRATIONS ARE GENERALLY UNPREDICTABLE. THE USER'S MAINTENANCE PROGRAM SHOULD INCLUDE OBSERVATION FOR EXCESSIVE VIBRATION AND EXAMINATION FOR ANY STRUCTURAL DAMAGE OR BOLT LOOSENING. THE VALMONT WARRANTY SPECIFICALLY EXCLUDES FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT.





SECTION INFORMATION					
ITEM ID	LENGTH	BASE OD	TOP OD	THK	MATL
1	51'- 0.00"	25.75"	19.50"	0.219"	A572 65 KSI
2	52'- 0.00"	20.37"	14.00"	0.188"	A572 65 KSI

ORDER	PROJECT	FILE ID	SCALE	DATE	ENGR
540959		540959-P1	NONE	09/13/23	NAR1

DESCRIPTION
COMED 99.0' POLE, SITE:

valmont

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: The Interlocal Purchasing System (TIPS) Purchasing Cooperative for Wireless System Upgrade

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Scientel Solutions LLC, for the purchase of Fortinet wireless equipment and professional services in the amount of $49,957.25 through TIPS Purchasing Cooperative.

Staff Contact: Steve Weishaar, Director of Information Technology

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Background:

The Information Technology Department set out with a goal in Fiscal Year 2024 to improve the density of the City's Wi-Fi network for City operators, to improve performance and reliability, to improve the mobile user experience, increase the efficiency of our network services and better support the trends in wireless technology.

The City's current wireless infrastructure consists of only eight access points and an outdated controller, limiting the network services available to mobile devices and users. Remote locations such as Fire Station 3 and Fire Station 4 have no wireless coverage and the Three Oaks Recreational Area has limited coverage. The scope of this project will include 12 new access point locations in City Hall, 3 new access point locations at Fire Station 3 and Fire Station 4 and 2 new access point locations at Three Oaks Recreation Area. Through the implementation of a modern Wi-Fi network infrastructure (Wi-Fi 6) the City will be ready to adapt to the ever-changing needs for mobile applications and data for City Staff.

Today's focus is on access and making sure that the network can offer an experience that is truly unplugged and uninterrupted. Every year more devices are connected, more data is transmitted, and more cloud-driven apps are being used. The network needs to be fast and secure and never waver. Moving to a Wi-Fi 6 (802.11ax) network is the new standard.

The Wi-Fi 6 standard offers:

- Higher capacity: Up to four times more than the previous standard.

- Reduced latency: Deterministic and uplink resource scheduling.
- Power efficiency: Up to one third the power consumption on end devices.
- Greater Internet of Things (IoT) coverage: IoT devices no longer have to be right next to access points.
- Improved interference mitigation: Get a better quality of experience.

This project will offer many benefits to the City operations and will future proof wireless needs for many years to come. We will be leveraging our current firewall infrastructure to act as the central controller for the system, saving nearly $15,000 on equipment costs.

The City will utilize TIPS Purchasing Cooperative for this project. TIPS has awarded a competitive RFP 230105 to Fortinet for technology solutions, products and services. Scientel Solutions LLC is an authorized reseller under this TIPS contract. This Purchasing Cooperative provides very competitive pricing and excellent service through nationally sourced RFP programs. The average price offered through this contract is well below the retail price (approximately 22% off the retail price) of the wireless equipment and materials.

Sufficient funding is available in the FY2023-2024 budget for this project.

Recommendation:

It is the staff recommendation to purchase Fortinet wireless equipment and professional services in the amount of $49,957.25 through TIPS Purchasing Cooperative.

Votes Required to Pass:

Simple Majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City is authorized to participate in The Interlocal Purchasing System (TIPS) Purchasing Cooperative and that the City Manager is authorized to execute a contract with Scientel Solutions LLC, for the purchase of Fortinet wireless equipment and professional services in the amount of $49,957.25, through TIPS Purchasing Cooperative.

DATED this 5th day of December 2023.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

PASSED: December 5, 2023
APPROVED: December 5, 2023

Draft

DocuSign Envelope ID: E6C21F80-12A4-4F91-8B8C-669C691BD50C

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Fortinet, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,**

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS.** APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

DocuSign Envelope ID: E6C21F80-12A4-4F91-8B8C-669C691BD50C

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: Fortinet, Inc.

Vendor Address: 899 Kifer Road

City: Sunnyvale State: CA Zip Code: 94086

Vendor Authorized Signatory Name: John Whittle

Vendor Authorized Signatory Title: EVP, Corporate Development, Chief Legal Officer and Corporate Secretary

Vendor Authorized Signatory Phone: 408-235-7700

Vendor Authorized Signatory Email: jwhittle@fortinet.com

DocuSig

Vendor Authorized Signature: DocuSigned by: John Whittle 2EBD4ABC62DE44D... Date: 2/13/2023

2/13/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023

230105
Fortinet, Inc.
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Fortinet, Inc. Information

Address: 899 Kifer Road
Sunnyvale, CA 94086
Phone: (866) 868-3678
Web Address: https://www.fortinet.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Jerilyn Bailey
Signature

baileyj@fortinet.com
Email

Submitted at 2/15/2023 12:27:45 PM (CT)

Supplier Note

For the RFP response please contact Jerilyn Bailey at baileyj@fortinet.com. For Contract Management and Reporting please contact Amy Lee at leea@fortinet.com.

Requested Attachments

Pricing Form 1 — 230105 Pricing Form 1_Fortinet.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230105 Pricing Form 2_Fortinet.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents — *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement — TIPS RFP - 230105 Vendor Agreement - Fortinet.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — TIPS RFP - 230105 Vendor Agreement Signature Form - Fortinet.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form — 230105 Reference Form - Fortinet.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form — TIPS RFP - 230105 Required Confidentiality Claim Form - Fortinet.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

W-9 FTNT 2022.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

Fortinet Corporate Brochure.pdf

Fortinet Corporate Brochure

Fortinet Products and Services.pdf

Fortinet Products and Services

Fortinet EULA and Warranty.pdf

Fortinet EULA and Warranty

Fortinet Grant Program.pdf

Fortinet Grant Program

Fortinet Press Release - White House Announcement - Free K-12 Cybersecurity Training.pdf

Fortinet Press Release - White House Announcement - Free K-12 Cybersecurity Training

Fortinet Logo - clear background.png

Fortinet Logo

Introduction Letter to TIPS from Fortinet.pdf

Introduction Letter to TIPS from Fortinet

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

All 50 States

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Fortinet provides cybersecurity solutions and services that deliver broad, integrated, and automated protections across the entire digital attack surface, securing critical devices, data, applications, and connections from the data center to the cloud to the home office. The Fortinet Security Fabric brings together the concepts of convergence and consolidation to provide comprehensive cybersecurity protection for all users, devices, and applications and across all network edges. This is why the world's largest enterprises, service providers, and government organizations choose Fortinet to securely protect their businesses without compromise.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Amy Lee

7 **Primary Contact Title**

Primary Contact Title

Public Sector Contracts Manager

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

leea@fortinet.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7577056690

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jerilyn Bailey

13 **Secondary Contact Title**

Secondary Contact Title

Public Sector Contracts Manager

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

baileyj@fortinet.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8507286504

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Amy Lee

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

leea@fortinet.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7577056690

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Amy Lee

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

leea@fortinet.com

23 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7577056690

24 Company Website

Company Website (Format - www.company.com)

www.fortinet.com

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Fortinet Inc.

26 Primary Address

Primary Address

899 Kifer Road

27 Primary Address City

Primary Address City

Sunnyvale

28 Primary Address State

Primary Address State (2 Digit Abbreviation)

California

29 Primary Address Zip

Primary Address Zip

94086

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Cybersecurity, security, network, mesh, fabric, platform, switch, firewall, LAN, digital, attack, security, AI, processing unit, SPU, VPN, ZTNA, EDR, monitoring, proxy, server, portal, web, CNP, appliances, IPS, SASE, Zero Trust, enterprise, cloud, SIEM, Identity, Access Management, Access Control, DDoS, Deception, UEBA, Communications, gateway, LTE, 5G, Wireless, DevOps, FNDN, Free Training, FortiGate, FortiCare, SD-WAN, FortiSwitch, Linksys, HomeWRK, Authentication, Authenticator, Token, deceptor, NDR, EDR, mail, connect, deploy, integrate, internet, remote, enforce, protect, defend, compliance, federal, state, local, browser, LAN, layers, traffic, infrastructure, asset protection, SPAM, virus, SaaS, IPSec, SSL, endpoint telemetry, BYOD, NOC, SOC, decoy, threat, incident, virtual, breach, BAS, alert, HDTV, IP, HD Audio, hardware, software, Fortinet

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Sunnyvale

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

California

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

22

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

3%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

4 1 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 2 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 3 TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44 Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;

2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and

4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45 Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes

56	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." When applicable, does Vendor certify? Yes

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

A. My firm is a publicly held corporation.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

N/A

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

N/A

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72 **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

73 **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

74 **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76 **2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

77 **2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90 **2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

97 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes

98 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	Fortinet

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Waynesboro Area School District	Nicholas Erickson, Director of Technology	nicholas_erickson@wasdpa.org	717-762-1191 Ext. 1180
Rialto Unified School District	Raul Marciel, Director of Technology	rmaciel@rialtousd.org	909-820-6863
Broward County Public Schools	Vincent Vinueza, Director, Information Support Services	vincent.vinueza@browardschools.com	754-321-0308
Bristol Township School District	Robert Pfau, Director of Technology	robert.pfau@bristoltwpsd.org	267-599-2088
Nazareth Area School District	Michael Uelese, Director of Information Technology	muelses@nazarethasd.org	610-759-1170

DocuSign Envelope ID: E6C21F80-12A4-4F91-8B8C-669C691BD50C

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Fortinet, Inc.

Vendor Authorized Signatory Name: John Whittle

Vendor Authorized Signatory Title: EVP, Corporate Development, Chief Legal Officer and Corporate Secretary

Vendor Authorized Signatory Email: jwhittle@fortinet.com

Vendor Address: 899 Kifer Road

City: Sunnyvale State: CA Zip Code: 94086

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: DocuSigned by: John Whittle 2EBD4ABC62DE44D... 2/13/2023

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

February 15, 2023

Fortinet is pleased to submit our response to Request for Proposal (RFP) 230105 for Technology Solutions, Products, and Services issued by the Interlocal Purchasing System (TIPS) department of the Texas Region 8 Education Service Center.

For over 20 years, Fortinet has been a driving force in the evolution of cybersecurity and the convergence of networking and security. Our networking solutions are the most deployed, most patented and among the most validated in the industry.

Fortinet's mission is to deliver the most innovative, highest-performing network security fabric to secure and simplify your IT infrastructure. We are a leading global provider of network security and SD-WAN, switching and wireless access, network access control, authentication, public and private cloud security, endpoint security, and AI-driven advanced threat protection solutions for carriers, data centers, enterprises, and distributed offices.

Fortinet is a Market Leader with:

- Integrated platform organically built from the ground up, not through acquisition.
- Most units shipped and patents globally, almost one in every three FW/UTM appliances shipped is a Fortinet appliance.

Fortinet is recognized in 6 Gartner Magic Quadrants:

- Leader: Network Firewalls, Wan Edge Infrastructure.
- Visionary: Wired and WLAN, SIEM.
- Challenger or Niche: Secure Web Gateway, Endpoint Protection Platforms.

Fortinet sells its products and services through its established distribution channel that includes US-based distributors and resellers across the country. Fortinet provides pre-sales guidance and account management to our customers, distributors, and resellers through strategically placed district sales teams.

If awarded a contract in response to this RFP, Fortinet's entire line of products and services will be available to all TIPS customers.

Should you have any questions about our proposal, please do not hesitate to contact me.

Best regards,

Jerilyn Bailey

Jerilyn Bailey
Public Sector Contracts Manager
FORTINET
Phone: (850) 728-6504 | Email: baileyj@fortinet.com

INTERACTIVE INFOGRAPHICS

Icons on this document link to additional information

Fortinet Security Fabric

The industry's highest-performing integrated cybersecurity mesh platform

Security-Driven Networking

FortiGate
NGFW w/ SOC acceleration and industry-leading secure SD-WAN

FortiGate SD-WAN
Application-centric, scalable, and Secure SD-WAN with NGFW

FortiExtender
Extend scalable and resilient LTE and LAN connectivity

FortiAP
Protect LAN Edge deployments with wireless connectivity

FortiSwitch
Deliver security, performance, and manageable access to data

Linksys HomeWRK
Enterprise networking solution for remote and hybrid workers

FortiSASE
Scalable, Simple, and Secure Access for Remote Workforce

FortiProxy
Enforce internet compliance and granular application control

FortiIsolator
Maintain an "air-gap" between browser and web content

Cloud Security

FortiGate VM
NGFW w/ SOC acceleration and industry-leading secure SD-WAN

FortiDDoS
Machine-learning quickly inspects traffic at layers 3, 4, and 7.

FortiCWP
Manage risk and compliance through multi-cloud infrastructures

FortiDevSec
Continuous application security testing in CI/CD pipelines

FortiWeb
Prevent web application attacks against critical web assets

FortiADC
Application-aware intelligence for distribution of application traffic

FortiGSLB Cloud
Ensure business continuity during unexpected network downtime

FortiMail
Secure mail gateway to protect against SPAM and virus attacks

FortiCASB
Prevent misconfigurations of SaaS applications and meet compliance

Zero Trust Access

FortiNAC
Enforce dynamic network access control and network segmentation

ZTNA Agent
Remote access, application access, and risk reduction

FortiAuthenticator
Identify users wherever they are and enforce strong authentication

FortiToken
One-time password application with push notification

FortiClient Fabric Agent
IPSec and SSL VPN tunnel, endpoint telemetry and more

FortiConnect
Simplified guest access, BYOD, and policy management

FortiGuard Threat Intelligence

Powered by FortiGuard Labs



Threat Map

LABS

Fabric Management Center: NOC

FortiManager
Centralized management of your Fortinet security infrastructure

FortiGate Cloud
SaaS w/ zero touch deployment, configuration, and management

FortiMonitor
Analysis tool to provide NOC and SOC monitoring capabilities

FortiAIOps
Network inspection to rapidly analyze, enable, and correlate

FortiExtender Cloud
Deploy, manage, and customize LTE internet access

FNDN
Exclusive developer community for access to advanced tools & scripts

Open Ecosystem

The industry's most extensive ecosystem of integrated solutions

Fabric Connectors
Fortinet-developed

DevOps Tools & Scripts
Fortinet & community-driven

Fabric API Integrations
Partner-led

Extended Ecosystem
Threat sharing w/ tech vendors

Fabric Management Center: SOC

FortiDeceptor
Discover active attackers inside with decoy assets

FortiNDR
Accelerate mitigation of evolving threats and threat investigation

FortiEDR
Automated protection and orchestrated incident response

FortiSandbox / FortiAI
Secure virtual runtime environment to expose unknown threats

FortiAnalyzer
Correlation, reporting, and log management in Security Fabric

FortiSIEM
Integrated security, performance, and availability monitoring

FortiSOAR
Automated security operations, analytics, and response

FortiTester
Network performance testing and breach attack simulation (BAS)

SOC as a Service
Continuous awareness and control of events, alerts, and threats

Incident Response Service
Digital forensic analysis, response, containment, and guidance

FortiCare Support Services

FortiCare Essentials
15% of hardware, FG-80 & below

FortiCare Premium* 20% of hardware

FortiCare Elite** 25% of hardware*

* FortiCare Premium is formerly 24x7 Support. Lower support price for Switches and APs

** Response time for High Priority tickets. Available for FortiGate, FortiManager, FortiAnalyzer, FortiSwitch, and FortiAP

Fortinet Brochure
Highlighting our broad, integrated, and automated solutions, quarterly

Free Training
Fortinet is committed to training over 1 million people by 2025

Free Assessments
Validate existing network controls for NGFW, Email, and SD-WAN

FortiOS
The Heart of the Fortinet Security Fabric

FortiCamera
Centrally-managed HDTV-quality security coverage reliability

FortiFone
Robust IP Phones w/ HD Audio with centralized management

Revised June 1, 2022

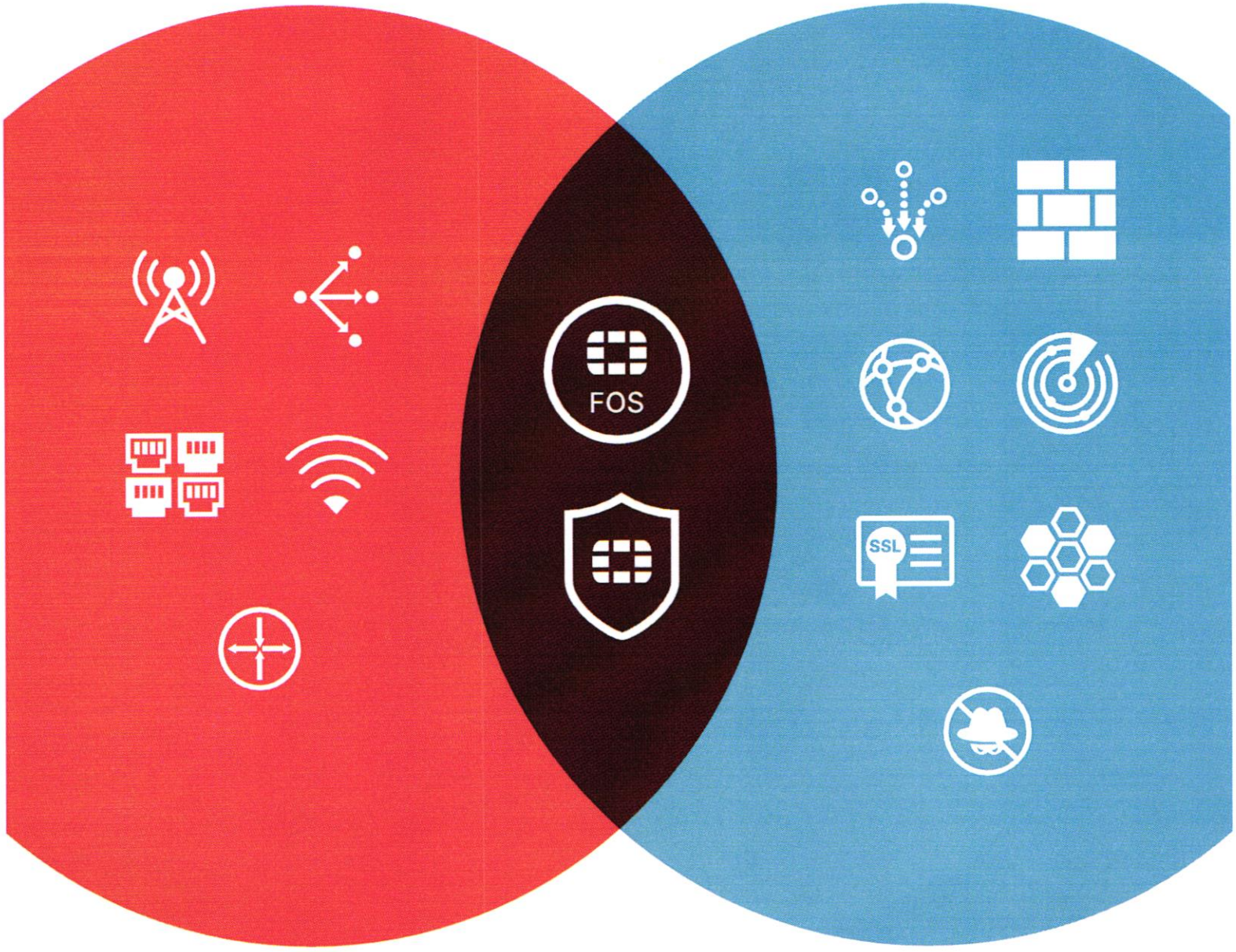
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FORTINET

Q3 / 2022

Convergence of Networking and Security

Digital Security, everywhere you need it.



FORTINET

FY 2021 Results

Revenue: $3.34 B

Billings: $4.18 B

Q2 2022 Results

Revenue: $1.030 B

Billings: $1.304 B

Op. Margin (GAAP): 19.0%

EPS (GAAP): $0.21/share

Cash + Investments: $1.943 B

Market Cap: $44.6 B

(As of June 30, 2022)

Customers

595,000+

Cumulative Units Shipped

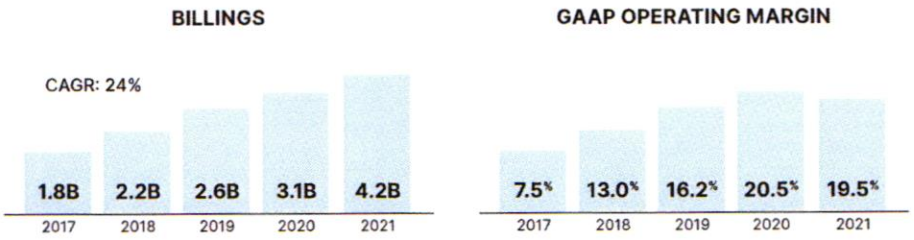
8.8+ Million

Headcount By Region

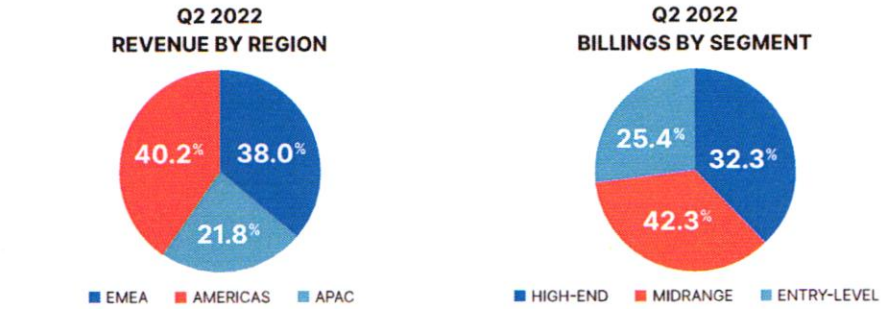
AMERICAS	US	3,413
	CANADA	2,162
	REST OF AMERICAS	784
EMEA	FRANCE	468
	UK	382
	REST OF EMEA	1,939
APAC	INDIA	585
	JAPAN	513
	REST OF APAC	1,262
TOTAL		11,508

ALL INFORMATION AS OF JUNE 30, 2022

Strong Growth in Annual Billings and Profitability

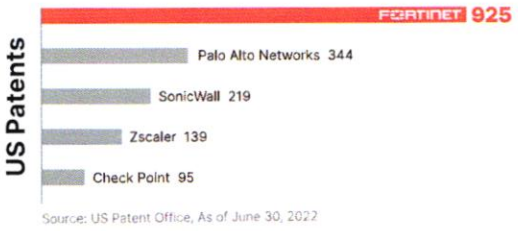


Highly Diversified Across Regions and Segments



Technological Leadership

Nearly 3X more patents than comparable Network Security companies



Source: US Patent Office, As of June 30, 2022

1279

Global Patents

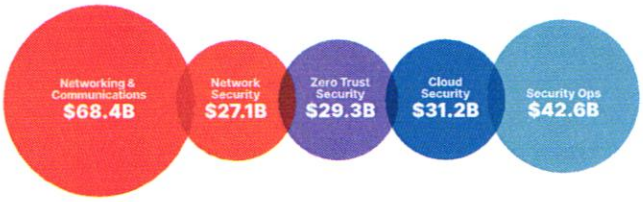
925 U.S. Patents

354 International Patents

(247 Pending Patents)

A Large and Growing Total Available Market

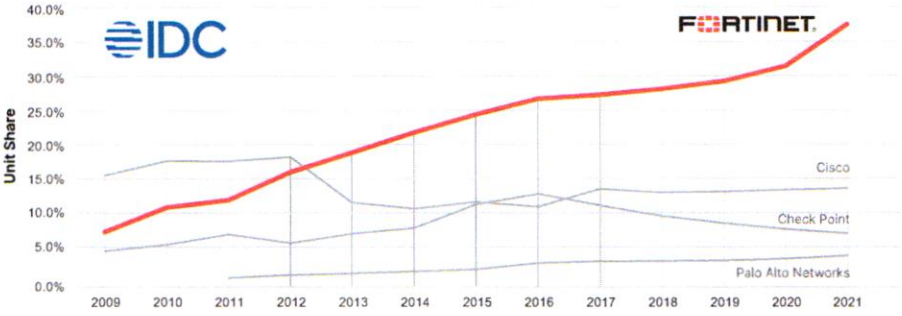
Total Addressable market of $138B in 2022 growing to $199B by 2026



Source: Fortinet estimates based on recent analyst research. 2026 opportunity shown.

The Most Deployed Network Security Solution

Over One-Third of All Firewall Shipments



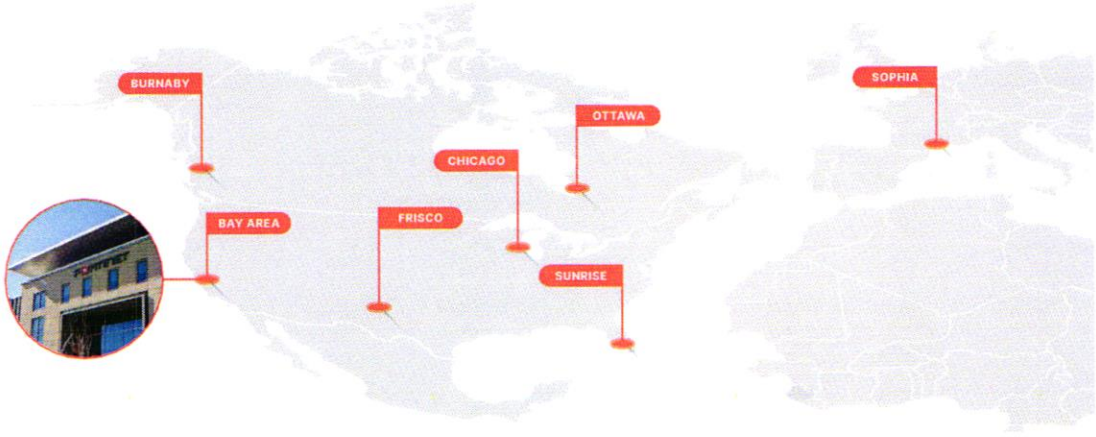
Source: IDC Worldwide Security Appliance Tracker, February 2022 (based on unit shipments of Firewall, UTM, and VPN appliances)

Fortinet – Making possible a digital world you can always trust

For over 20 years, Fortinet has been a driving force in the evolution of cybersecurity and the convergence of networking and security. Our network security solutions are the most deployed, most patented, and among the most validated in the industry. Our broad, complementary portfolio of cybersecurity solutions are built from the ground up with integration and automation in mind, enabling more efficient, self-healing operations and a rapid response to known and unknown threats.

Investing In Global Scale

- With over 2M square feet of real estate owned, we are investing in long term economic growth.
- Commitment to carbon neutral by 2030.
- New state-of-the-art LEED-Gold Certified 172,000 sqft HQ building.



Mission: to secure people, devices and data everywhere

Founded: October 2000

Headquarters: Sunnyvale, CA

Fortinet IPO (FTNT): November 2009

NASDAQ 100 and S&P 500:
Only cybersecurity company in both

Investing in the future **$10B** billings by 2025

Corporate Social Responsibility

Learn more at **Fortinet.com/CSR**

A digital world you can always trust is essential to achieving just and sustainable societies. At Fortinet, we believe it is our corporate social responsibility to deliver on that vision by innovating sustainable security technologies, diversifying cybersecurity talent, and promoting responsible business across our value chain.

Innovative for a Safe Internet

Growing an Inclusive Cybersecurity Workforce

Respecting the Environment

Promoting Responsible Business

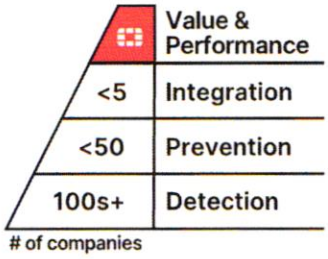
Key Fortinet Advantages

Security Fabric

Organically developed, highly integrated and automated cybersecurity platform

Security Processors

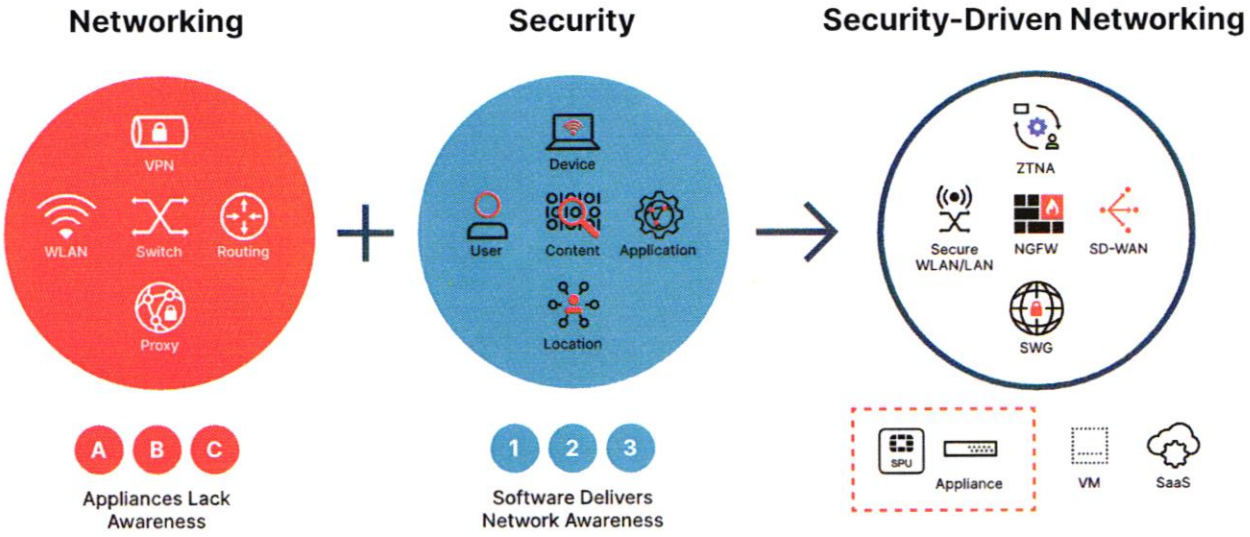
Superior NGFW and SD-WAN performance and efficiency



The only company to excel at all key stages of network security

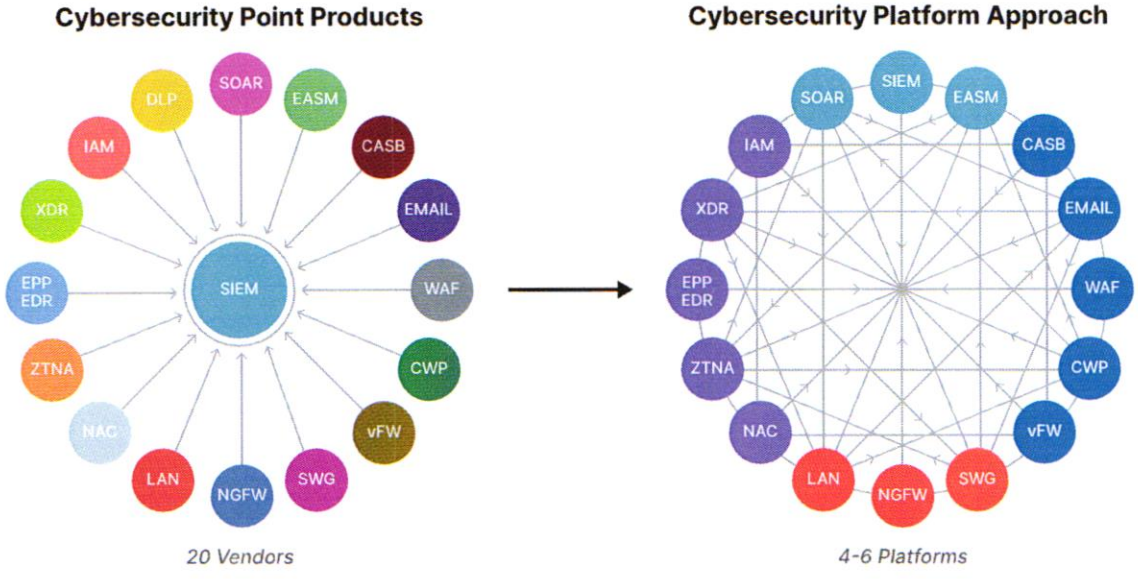
The Convergence of Networking and Security

Traditional networking lacks awareness of content, applications, users, devices, location and more. Organizations have overlaid security solutions on to the network later to account for this shortcoming — but doing so has led to increased management complexity, performance bottlenecks, poor user experience, and the potential introduction of new exploitable gaps or vulnerabilities. A better Security-driven Networking approach converges networking and security into a single, accelerated solution. A specially designed operating system and security processors work in concert to greatly improve network performance and security posture, adding greater awareness while also improving user experience, easing management complexity, and decreasing footprint and power consumption.



Consolidation of Vendors and Point Solutions to a Platform

Cybersecurity has traditionally been deployed one solution at time, in response to each emerging problem or challenge. However, individual security solutions — typically from a new vendor — are not designed to work well with the other deployed solutions. With meaningful levels of cross-vendor integration and automation proving difficult to achieve, management complexity is massively increased, and effective response to new threats is simply too slow. A more effective approach is to consolidate point product vendors into a cybersecurity platform, allowing for much tighter integration, increased automation, and a more rapid, coordinated, and effective response to threats across the network.



The Fortinet Security Fabric

The Fortinet Security Fabric is at the heart of the Fortinet security strategy. It is a platform organically built around a common operating system and management framework to enable broad visibility, seamless integration and interoperability between critical security elements, and granular control and automation.

Broad

visibility and protection of the entire digital attack surface to better manage risk.

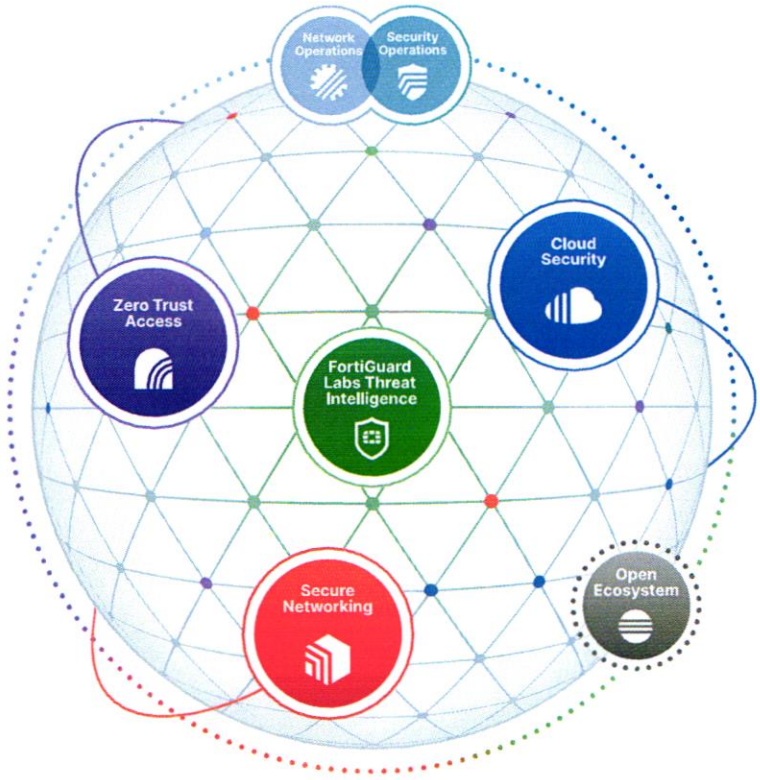
Integrated

solution that reduces management complexity and shares threat intelligence.

Automated

self-healing networks with AI-driven security for fast and efficient operations.

Learn more at **Fortinet.com/SecurityFabric**



Broad Portfolio of Solutions to Protect Your Digital Attack Surface

Zero Trust Access
- ZTNA Agent
- Authentication
- MFA/Token
- SASE

Secure Networking
- Network Firewall
- SD-WAN
- SD-Branch
- Web Proxy
- Wi-Fi
- Switching
- 5G/LTE
- Network Access Control
- And More...

Cloud Security
- Cloud-native Protection
- DevSecOps
- Cloud Firewall
- SD-WAN for Multi-cloud
- WAF
- Email Security
- ADC / GSLB
- Anti-DDOS
- CASB

Network Operations
- Network Management
- Network Orchestration
- Network Monitoring
- Cloud Management
- Digital Experience Monitoring

Security Operations
- Endpoint (EDR/ XDR)
- Automation: SIEM/ SOAR
- Managed SOC & MDR
- DRPS, EASM
- Deception

Open Ecosystem
- Fabric Connectors
- Fabric API
- Fabric DevOps
- Extended Ecosystem
- 490+ Open Ecosystem
- Integrations

LABS

FortiGuard Labs – Industry-leading Threat Intelligence

Founded in 2002, FortiGuard Labs is Fortinet's elite cybersecurity threat intelligence and research organization. Partnering with law enforcement agencies, government organizations, and security vendor alliances worldwide to fight emerging global security risks. FortiGuard labs maintain real-time threat intelligence and innovative prevention tactics and tools across the Fortinet Security Fabric in three key categories:

Trusted ML and AI

Stop unknown faster with Powerful combination of actionable local learning and AI & ML models on large-scale cloud-driven data lakes.

Real-Time Threat Intelligence

Proactive security posture through continuous security updates based on in-house research and collaboration.

Threat hunting and Outbreak Alerts

Faster remediation with Alerts, analysis and detection, prevention and remediation tools including outbreaks.

Global Leadership & Collaboration: Cyber Threat Alliance, World Economic Forum, INTERPOL, NCI Agency

FortiGuard AI-Powered Security

Rich set of industry leading security capabilities unified into one security framework. Delivering coordinated, context-aware policy for hybrid deployments across networks, endpoints, and clouds. The services continually assess the risk and automatically adjust the prevention to counter known and unknown threats in real-time.

Market Leading Security as a Service

ML-enabled security, deployed close to the protected assets powered by FortiGuard Labs

Consistent Context Aware Policy

Centralized detection and prevention delivered from the cloud built for hybrid environments

Coordinated Real-Time Prevention

Continuously assess the risks and automatically respond and counter known and unknown threats

FortiGuard Security Integration Across the Security Fabric

		FortiGate (HW/VM/SASE)	Proxy	FortiTrust	XDR	FortiWeb	FortiMail	FortiADC	SOC Platforms	FortiNDR
Content Security	Antivirus	✓	✓	✓	✓	✓	✓	✓		✓
	IL SBX	✓			✓	✓	✓	✓		
	Credential Stuffing	✓	✓			✓		✓		
Web Security	URL	✓	✓	✓	✓	✓	✓			✓
	DNS	✓	✓	✓	✓					
	IP-REP	✓				✓	✓			
Device Security	DVC PROT	✓								
	IPS	✓	✓	✓						✓
	BOT/C2	✓	✓	✓	✓		✓			
Application Security	WAF SIG					✓				
	ANN							✓		
	AntiSpam						✓			
Soc Security	MITRE ATT&CK				✓				✓	
	Threat Hunting				✓				✓	
	Auto IR				✓				✓	
	Outbreak							✓	✓	✓
	IoC				✓				✓	✓



New in FortiOS 7.2

NEW FortiSandbox Inline Blocking

NEW IoT/ IT Device protection

NEW Dedicated IPS

NEW SOC as a Service

NEW Outbreak Detection

Enhanced Web Security

More FortiGuard subscription services are available across our broad Security Fabric portfolio of solutions

Learn more at **Fortinet.com/fortiguard**

FortiOS – The Foundation of the Security

Learn more at **Fortinet.com/fortiOS**

FortiOS is the foundation of the Fortinet Security Fabric, converging and consolidating many security and networking technologies and use cases into a simplified, single policy, and management framework.

What's New In FortiOS 7.2

FortiGate SD-WAN
Automated Overlay Orchestration and Large Scale Zero Touch Provisioning

FortiGate Firewall
FortiGate is the first next-generation firewall to support HTTP/3.0

SD-Branch
Automation, simplified Deployment, and Orchestration for Global Scale management

LAN Edge
Zero Touch Provisioning Campus and Large-Scale SD-Branch

ZTNA
Unified Policy Configuration in a Single GUI

FortiToken / FortiToken Cloud
Fido-based passwordless Authentication

SASE
Automated provisioning of ZTNA agents & Apps from FortiSASE

Identity
Zero Touch Provisioning Campus and Large-Scale SD-Branch

FortiTrust – Redefining the Future of Security Services

FortiTrust provides user-based licensing across all networks, endpoints and clouds

- **Access:** Add ZTNA to your FortiGate-based network.
- **Identity:** Cloud-based subscription across enterprise hybrid environments.

FortiCare – Expertise At Your Service

Learn more at **Fortinet.com/support**

FortiCare Services help thousands of organizations every year to get the most out of their Fortinet Security Fabric solutions. We have over 1,400 experts providing accelerated implementation, reliable assistance, and proactive care through advanced support and professional services to maximize your security and performance.

1400+ EXPERTS

24×7 TECHNICAL SUPPORT

23 GLOBAL SUPPORT CENTERS

Adopting new technologies is not a project with a start and a finish. Instead, it is a journey from design and implementation to optimization, operations, and ongoing management of the solution. Fortinet has you covered every step of the way, freeing up your resources to focus on your business needs.

Design

Business Alignment
- High-level design
- Low-level design
- Product-agnostic workshops

Deploy

Accelerated Implementation
- Migration
- Configuration
- Implementation
- Validation
- Knowledge Transfer

Operate

Reliable Assistance
- 24×7 Support
- Premium hardware replacement
- Technical account management
- Proactive Incident avoidance
- Dedicated resources

Optimize

Performance Excellence
- Health checks
- Software upgrade recommendation
- Incident readiness
- Penetration testing

Evolve

Personalized Care
- Product upgrade assistance
- Transformation readiness
- Migration & replacement
- Software upgrade

The SPU Advantage

Fortinet's Security Processors (SPUs) radically increase the speed, scale, efficiency and value of Fortinet solutions while greatly improving user experience, reducing footprint and power requirements. From entry-level to high-end solutions, SPU-powered Fortinet appliances deliver superior Security Compute Ratings versus industry alternatives.

Network Processor 7
NP7



Network Processors operate in-line to deliver unmatched performance for network functions and hyperscale for stateful firewall functions.

Content Processor 9
CP9



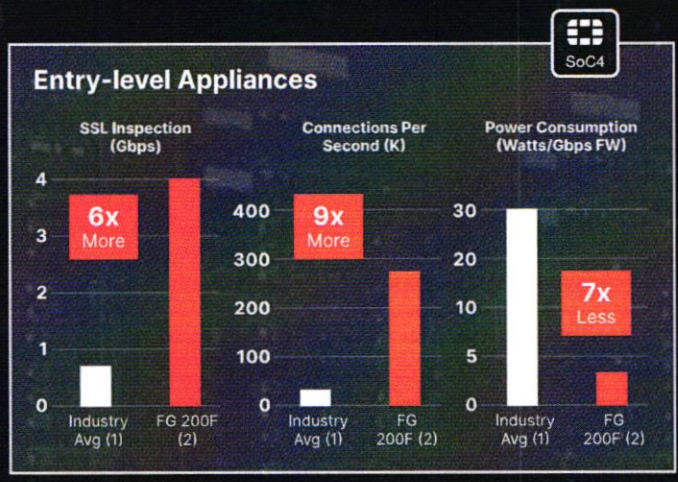
As a co-processor to the main CPU, Content Processors offload resource-intensive processing and drive content inspection to accelerate security functions.

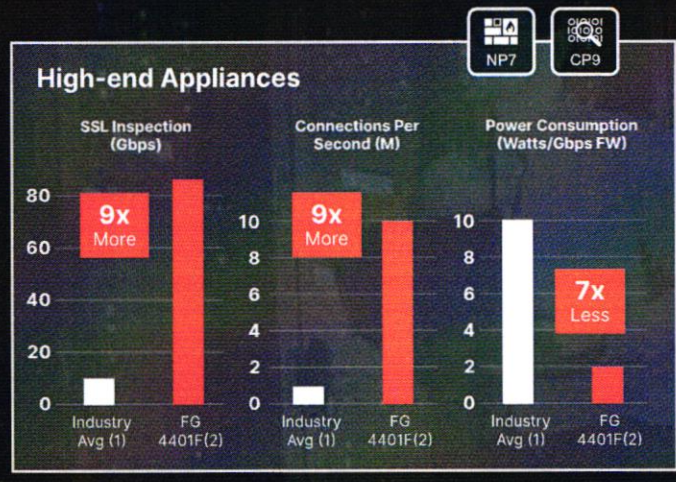
System-on-a-Chip 4
SoC4



The System-on-a-Chip consolidates network and content processing, delivering fast application identification, steering, and overlay performance.

Security Compute Ratings are benchmarks that compare the performance metrics of Fortinet SPU-based next-generation firewalls to similarly priced solutions from vendors that utilize generic processors for networking and security.





[1] Industry average (entry-level) is calculated as the average of the similarly priced PAN-820, Cisco FPR-1120, Juniper SRX-345, and Check Point SG-3600. Industry average (high end) is calculated as the average of the similarly priced PAN-7050, Cisco FPR-9300, Juniper SRX-5400, and Check Point SG-28000. All data from public datasheets.
[2] Fortinet metrics from public datasheets.

New Product Spotlight: FortiGate 4800F series

Deliver ultra-high performance to secure Hyperscale data centers and 5G



Ultra-scalable and high-performance Security

Flexible, scalable dynamic, segmentation

Secure, ultra-high-performance DCI with 400G support

Specification	FortiGate 4801F[1]	Security Compute Rating	Industry Average[2]	PAN PA-5450[3]	Check Point Quantum 28000	Cisco FPR-4145	Juniper SRX-5400[4]
Firewall	2.4 Tbps	15x	158 Gbps	136.4 Gbps	145 Gbps	80 Gbps	270 Gbps
IPsec VPN	800 Gbps	19x	42 Gbps	34.8 Gbps	49 Gbps	23 Mbps	60 Gbps
Threat Prevention	70 Gbps	1.5x	46 Gbps	61.8 Gbps	30 Gbps	N/A	N/A
SSL Inspection	55 Gbps	5.5x	10 Gbps	N/A	N/A	10 Gbps	N/A
Concurrent Sessions	280M/1760M[1]	34x	51M	40M	32M	40M	91M
Connections per second	900K/25M[1]	19x	1.3M	1.45M	615K	1.5M	1.7M

Notes:
1. Fortinet: Enabled by a Hyperscale License
2. PAN: Calculated with 2xNC and 2xDPC cards, no services and support. PAN Application Firewall used as they don't publish stateful FW
3. Juniper: SRX5400E-B2

Training and Certifications

Fortinet NSE Certification Program

The Fortinet Network Security Expert (NSE) Certification Program is an 8-level training and assessment program designed for customers, partners, and employees to help close the cybersecurity skills gap. With over 840,000 security certifications to date, Fortinet delivers expert-level training in local languages in 136 countries and territories worldwide through our ecosystem of Authorized Training Centers, academic partners, and a variety of online options (many of them free of charge).

Fortinet Training & Education Partner Programs

The Fortinet Training Institute's ecosystem of public and private partnerships help Fortinet address the skills gap by increasing the access and reach of our cybersecurity certifications and training. The Academic Partner program works with academic institutions including K-12 and higher education. The Education Outreach program partners with industry, academia, government, and nonprofits to reach a broad population, in 94 countries and territories, while also focusing on recruiting women, minorities, veterans, and other underrepresented groups.

930,000+
CERTIFICATIONS

471
ACADEMIES PARTNERS

29
EDUCATION OUTREACH PARTNERS

Information Security Awareness
Learn about today's cyberthreats and how you can secure your information.

Security Associate
Learn about security solutions that have been created to address security problems faced by organizations.

Security Associate
Learn about the key Fortinet products and the cybersecurity problems they address.

Professional
Develop the knowledge required to manage the day-to-day configuration, monitoring, and operation of FortiGate devices to support corporate network security policies.

Analyst
Develop a detailed understanding of how to implement network security management and analytics.

Specialist
Develop an understanding of the Security Fabric products that augment FortiGate, providing deeper and more comprehensive network security.

Architect
Develop the knowledge required to integrate Fortinet products into network security solution deployment and administration.

Expert
Demonstrate the ability to design, configure, install, and troubleshoot a comprehensive network security solution in a live environment.

Learn more at **Fortinet.com/nse-training**

Figures as of June 30, 2022

New Fortinet Security Awareness and Training Service

The Security Awareness and Training service offers every organization the ability to further protect their critical digital assets from cyber threats by building employee cybersecurity awareness and creating a cyber-aware culture.

Free cybersecurity awareness and training for all U.S. School Districts

At the National Cyber Workforce and Education Summit at the White House on July 19, 2022, Fortinet announced it is offering a customized academic version of its Security Awareness and Training service free to all U.S school districts starting with more than 8 million staff and faculty. This offering is part of Fortinet's mission to help close the cybersecurity skills gap.

Our Pledge to Train 1 Million People by 2026

Fortinet has pledged to train 1 million people globally over 5 years through its Training Advancement Agenda (TAA) and Fortinet Training Institute programs to help close the cybersecurity skills gap. January 2022 marked the start of this five-year pledge that will use Fortinet's award-winning certification program content as the basis for meeting this goal. The Fortinet Training Institute has been recognized by various organizations for our contribution to excellence in cybersecurity training and certification as well as our many programs that help close the cybersecurity skills gap.





Our Global Partner Commitment

Fortinet is a channel-centric company that has created a large, global network of trusted advisors that customers can rely on to secure their digital transformation and strategically drive their business growth.

ENGAGE FORTINET PARTNER PROGRAM

60,000+ ACTIVE PARTNERS

The Engage Partner Program is designed to help partners built a valuable, highly-differentiated security practice that leverages the industry's best solutions to drive customer success. Fortinet's global partner program is driven by three basic concepts:

Growth Through Technology Differentiation

Fortinet's breadth of products are tightly integrated into one highly-automated, high-performing platform that spans endpoint, network, and cloud, and includes tools to easily connect with adjacent technologies.

Business Success with Proven Credibility

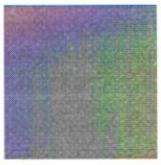
Fortinet's superior technology innovation and industry leading threat intelligence, alongside our customer ratings and independent analyst reports leadership validates and differentiates our partners' offerings.

Long-term, Sustained Growth

The Engage Partner Program offers sustained sales, marketing, and executive support so you can grow productive, predictable, and successful relationships. With drivers of growth built into the program, like our Specializations, we provide paths to expertise for solutions that are driving demand in the market — ensuring you are positioned for success.

- SPECIALIZATION: SD-WAN
- SPECIALIZATION: Zero Trust Access
- SPECIALIZATION: Security Operations
- SPECIALIZATION: Data Center
- SPECIALIZATION: Operational Technology
- SPECIALIZATION: Adaptive Cloud Security
- SPECIALIZATION: LAN Edge and SD-Branch

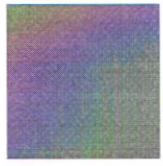
Analyst Recognition



- Network Firewall
- SD-WAN
- WLAN/LAN
- Endpoint
- SIEM
- WAAP
- Indoor Location Services

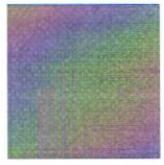


- DEM
- VPN
- NAC
- EMAIL
- IRM
- XDR
- SOAR
- Indoor Location Services



Network Firewall
- Data-Center Edge
- Distributed Edge

SD-WAN
- Security w/ SD-WAN
- Small Branch WAN
- Remote Workforce



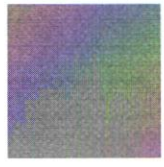
- Network Firewall
- WLAN/LAN Access Infrastructure
- Email Security
- WAN Edge Infrastructure



- Enterprise Email Security
- ICS
- Endpoint Detection and Response
- Enterprise Firewalls



- WAF
- All-In-One ZeroTrust Edge
- Software-Defined WAN
- Endpoint Detection and Response
- Enterprise EmailSecurity



- SD-WAN
- Critical Infrastructure
- SWG
- NAC
- WAN Edge Infrastructure
- North America Healthcare



- Worldwide SD-WAN Infrastructure
- Modern Endpoint



- IT/OT Security Platform



- SIEM
- ICS



- Security Service Access (SSA) - Forward Mover
- Zero-Trust Network Access (ZTNA) - Fast Mover

Gartner

Fortinet is recognized as a LEADER in 2 Gartner® 2021 Magic Quadrant™ Reports:

Network Firewalls

WAN Edge Infrastructure

Fortinet is also recognized in 4 additional Gartner 2021 Magic Quadrant Reports, including a wide range of technologies:

Web Application and API Protection

SIEM

Wired and WLAN

Endpoint Protection Platforms

And Fortinet is an 'Honorable Mention' in 2 additional Gartner 2020/2021 Magic Quadrant Reports:

Secure Web Gateway

Indoor Location Services

Learn more at **Fortinet.com/solutions/gartner-magic-quadrants**

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Third Party Testing and Certifications

Fortinet submits its products for impartial, third party performance and effectiveness testing with the most prominent organizations in the industry, with consistent positive results.

- Only vendor with all three VB100, VBSpam, and VBWeb certifications
- Highest "VBSpam+" rating

Certified in 5 technology areas:

- Anti-Malware Network
- Network Firewall
- IPsec VPN
- Web Application Firewall
- Advanced Threat Defense

- Antiphishing Approved

100% Protection, 2 Years in a Row

- All Test Cases
- All Signature-Independent
- Top Analytical Detection

CUSTOMER RECOGNITION

Gartner Peer Insights Customers' Choice distinctions are based on the ratings of vendors by verified end-user professionals across a variety of industries and from locations around the world. These distinctions take into account both the number of end-user reviews a vendor receives, along with the overall ratings score a vendor receives from those end users.

Fortinet is proud to be named a Gartner Peer Insights Customers' Choice in several critical areas:

Network Firewalls

Wired and Wireless LAN Access Infrastructure

Email Security

WAN Edge Infrastructure

See our Gartner Peer Insights reviews and distinctions at ***www.gartner.com/reviews***

Gartner, Gartner Peer Insights 'Voice of the Customer': Network Firewalls, Peer Contributors, 9 April 2021

Gartner, Gartner Peer Insights 'Voice of the Customer': Wired and Wireless LAN Access Infrastructure, Peer Contributors, 12 May 2021

Gartner, Gartner Peer Insights 'Voice of the Customer': Email Security, Peer Contributors, 5 February 2021

Gartner, Gartner Peer Insights 'Voice of the Customer': WAN Edge Infrastructure, Peer Contributors, 5 February 2021

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Fortinet secures over half a million enterprises, service providers, and government organizations around the world.

Alaska Airlines

5th largest airline in the United States.

HQ: United States

Region Stockholm

Sweden's largest regional health provider.

HQ: Sweden

SoftBank

SoftBank is a multinational conglomerate that aspires to drive towards digital transformation.

HQ: Japan

Checkers

A chain of double drive-thru restaurants in the United States. The company operates Checkers and Rally's restaurants in 28 states, and the District of Columbia.

HQ: United States

University of Birmingham

One of the UK's largest universities, the University of Birmingham is over 100 years old with over 30,000 students across the world.

HQ: United Kingdom

WeLab

Provider of online financial services to more than 42 million individual users and more than 300 corporate users in Hong Kong, Mainland China, and Indonesia.

HQ: Hong Kong

HUGHES

A global leader in managed services providing end-to-end fully managed cybersecurity, networking, and digital signage solutions tailored to the unique business requirements of today's enterprise.

HQ: United States

orange Business Services

Orange is one of the world's leading telecommunications operators and global provider of IT and telecommunication services.

HQ: France

macquarie CLOUD SERVICES

Provider of flexible hybrid IT solutions for business and government.

HQ: Austrailia

Visit Fortinet.com/Customers to see how many of our customers benefit from Fortinet solutions and the Fortinet Security Fabric.

FTNT

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Revision: Q2 / 2022 v2.0706.22

Press Release

Fortinet Announces Free Training Offering for Schools

Free Training Service for more than 8 Million Staff and Faculty Across U.S. School Districts will Advance Fortinet's Mission to Close the Cyber Skills Gap

SUNNYVALE, Calif. - Jul 19, 2022

Fortinet® (NASDAQ: FTNT), a global leader in broad, integrated, and automated cybersecurity solutions, today announced that its information security awareness and training service will be made available to schools across the United States free of cost. The announcement coincides with the White House National Cyber Workforce and Education Summit where Fortinet participated in important discussions around solutions to help address the significant talent shortage affecting the cybersecurity industry in the United States.

Fortinet is expanding its existing free training offerings as part of the company's commitment to train 1 million people in cybersecurity by 2026 to make a significant dent in addressing the skills gap.

Making Cybersecurity Training Accessible to All

A recent report on the state of the cybersecurity workforce found that the global cyber workforce needs to grow 65 percent to effectively defend organizations' most critical assets. It also found that 2.72 million professionals are needed to fill the current gap. At the same time, Fortinet's 2022 Cybersecurity Skills Gap Report found that 80% of breaches can be attributed to lack of cybersecurity skills or awareness.

Fortinet is committed to addressing this growing industry issue through training and certifications offered through the Fortinet Training Institute as part of the Training Advancement Agenda (TAA). During the onset of the pandemic in 2020, Fortinet made all its self-paced training courses available to anyone for free to increase access to its training curriculum for everyone, regardless of background or lived experience.

Free Cyber Training for Educators and Academia

Educational institutions are seeing an increase of bring your own devices (BYOD) by students, faculty and administrators, among other IT challenges, leaving them more vulnerable to threats due to the expanding attack surface. As a result, educational institutions must ensure they are securing their critical digital assets and sensitive information about their students.

To help further protect U.S. school districts from cyber threats, Fortinet is making its information security awareness and training service available to schools for free. Schools that take advantage of the free offering will be training their staff and faculty with skillsets and knowledge that could prevent them from falling victim to popular threat methods, such as social engineering attempts, reducing the likelihood of a

breach. The service will be available to approximately more than 8 million faculty and staff across the U.S. starting this fall.

Fortinet also works with academia through the Training Institute's Academic Partner program to help develop a skilled cybersecurity workforce of the future. With more than 400 academic partners in more than 90 countries and territories, this program allows academic partners to integrate Fortinet's award-winning NSE training and certification courses into their curriculum for students.

Collaborating Across Private and Public Sectors to Address the Skills Shortage

Fortinet is forging partnerships across private and public sectors to help drive a skilled, inclusive, and diverse cybersecurity workforce, including a focus on women, minorities and veterans. As a founding member of the World Economic Forum's (WEF) Centre for Cybersecurity and the Cyber Threat Alliance, Fortinet continuously collaborates with world leaders from various sectors, helping shape the future of cybersecurity and build new opportunities in the digital economy.

Fortinet also has relationships with government agencies and international law enforcement organizations like NATO and Interpol, and critical partners such as KISA, OASIS and MITRE. Additionally, Fortinet is an active contributor as part of WEF's Partnership Against Cybercrime (PAC).

Additional Resources

- Learn more about Fortinet's free cybersecurity training initiative. As part of the Fortinet Training Advancement Agenda (TAA), the Fortinet Training Institute also provides training and certification through the Network Security Expert (NSE) Certification, Academic Partner, and Education Outreach programs.

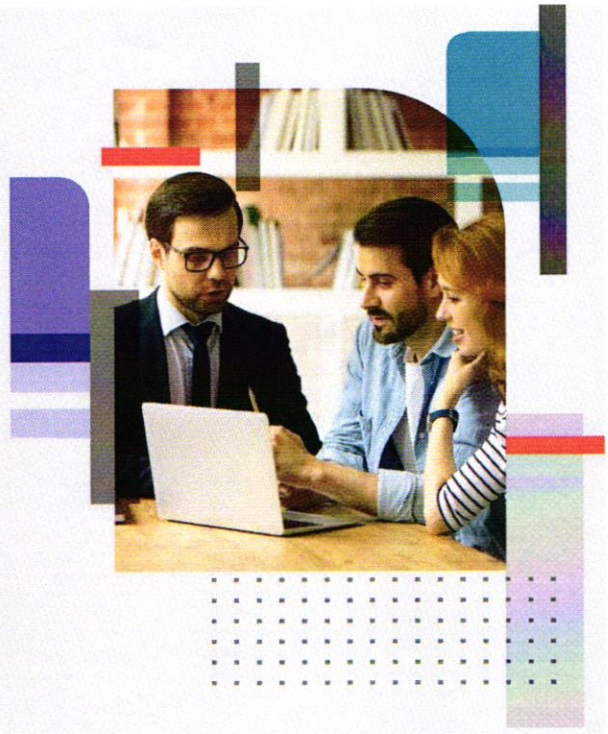
About Fortinet

Fortinet (NASDAQ: FTNT) makes possible a digital world that we can always trust through its mission to protect people, devices, and data everywhere. This is why the world's largest enterprises, service providers, and government organizations choose Fortinet to securely accelerate their digital journey. The Fortinet Security Fabric platform delivers broad, integrated, and automated protections across the entire digital attack surface, securing critical devices, data, applications, and connections from the data center to the cloud to the home office. Ranking #1 in the most security appliances shipped worldwide, more than 580,000 customers trust Fortinet to protect their businesses. And the Fortinet NSE Training Institute, an initiative of Fortinet's Training Advancement Agenda (TAA), provides one of the largest and broadest training programs in the industry to make cyber training and new career opportunities available to everyone. Learn more at https://www.fortinet.com, the Fortinet Blog, or FortiGuard Labs.

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Fortinet Grants Support Program



Take advantage of our Grants Support Program to receive the funding you need to secure your networks

Fortinet and our partners are now offering a comprehensive grant support program. This FREE program provides public sector agencies with grant information, customized research, and consultation services that help develop project ideas, identify available grant funding for technology-rich projects, and even expand initiatives that are already in the works.

Services Available

Grant research

With a few specifics about your project, Grants Support Program consultants will develop customized reports on funding opportunities that are the best fit for the project.

The reports will identify the most relevant funders based on the project type, your organization type (or types, in the case of a consortium project), and the geographic location where the project will be deployed. Then the consultants will review their findings with you on a conference call scheduled at your convenience.

Our team of experts will continually monitor granting agencies and will provide notifications when grants or funding opportunities are released that best serve you and your organization.

Consultation

Grants tend to fund projects that address a clearly identified need, either for a specific population or a defined geographic community. In addition, fundable projects should have measurable objectives and a compelling reason for including Fortinet technology to achieve those objectives.

Grants development consultants will help you clarify and articulate the needs the technologies will address and provide input on other elements that might further develop and strengthen your project.

For more information, please contact sled_capture@fortinet.com



Top funding streams for cybersecurity

- Infrastructure Investment and Jobs Act, including State and Local Cybersecurity Grant Program ($550B)
- Stimulus funding from the American Rescue Plan ($1.9T)
- Tying into energy and climate funding available through Inflation Reduction Act ($369B)
- Tying into annual funding available from 26 federal grant-making agencies ($700B)

Top grant recipients

- State and local governments
- K-12 entities and higher education institutions

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Vendor Questions & Pre-Bid Meeting Requests:
Substantive questions will be received until February 3, 2023 at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line "230105 Technology – Vendor Question". Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or "Question & Answer" document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before January 19, 2023 by emailing bids@tips-usa.com with the subject line "230105 Technology – Vendor Question – Pre-Bid Meeting Request".

Anticipated Schedule of Solicitation Events:
These anticipated dates are subject to change at TIPS' discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	JANUARY 5, 2023	8:00 A.M. Local Time
Proposal Deadline	FEBRUARY 17, 2023	3:00 P.M. Local Time
Proposal Opening	FEBRUARY 17, 2023	3:00 P.M. Local Time
Proposal Review Begins	FEBRUARY 17, 2023	3:01 P.M. Local Time
Proposals Award	MAY 26, 2023	8:30 A.M. Local Time
Award Notifications	MAY 26, 2023	12:00 P.M. Local Time

Estimated Contract Value:
The estimated value for the life of the of the contract for all awarded vendors combined is $805,408,770.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members' future needs or budget allocations as they relate to this solicitation.

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[1] See Texas Government Code, Chapter 791.

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III. PROPOSAL GUIDANCE

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2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email bids@tips-usa.com seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPs Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at https://tips.ionwave.net/ and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", @tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Proposal Format

All responses should be direct, concise, complete, and unambiguous.

1. Attribute Questions.
Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

2. Completion of Attachments.

Pricing Form 1
Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the "Response Attachments" section requesting Pricing Form 1.

Pricing Form 2
Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the "Response Attachments" section requesting Pricing Form 2.

Alternate or Supplemental Pricing Documents
Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement
The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form
The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form
The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Reference Form. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form
The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire – Form CIQ
Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Conflict of Interest Questionnaire – Form CIQ.

Disclosure of Lobbying Activities – Standard Form - LLL
Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

Current Form W-9
Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)
Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Certificates & Licenses (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)
Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section

requesting "Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)
Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Supplemental Vendor Information (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)
Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the "Response Attachments" section requesting "Vendor Logo (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

IV. SPECIFICATIONS

Category: Technology Solutions, Products, and Services

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non-"public work" services only.

Specifications.
It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply technology goods and services to public entity and qualifying non-profit TIPS Members in the United States. Proposals shall include, but not be limited to:

- Computers- new and refurbished;
- Printers and other accessories;
- Technology mounting hardware;
- Cables;
- Data storage;
- Internet services;
- Software as a service– all types;
- Software – all types;
- Scanners;
- Cameras;
- Surveillance equipment running over network;
- Network equipment;
- Cloud based technology services;
- Wireless systems and equipment and services;
- WAN, LAN;
- Fiber access or use;
- Computer based educational systems;
- Technology consulting services;
- Technology for transportation equipment, buses, cars, etc.;
- Data and system security services or equipment;
- Building and facility technology including but not limited to environmental controls, access systems, security, etc.;
- Backup power systems for technology equipment;
- Communications systems- telephony, wireless and radios;
- Notification software;
- Electronic and online ticketing systems;
- Technology based voting systems;
- Assistive Technology;
- Audio visual systems and equipment;
- Notification Systems;

- Data Backup Disaster Recovery;
- Management Software and Services;
- Distance Learning Services and Hardware;
- Managed Print Services, and;
- Internet & Network Security;

Proposals should include all listings of technology goods and services that Vendor seeks to offer under the contract. Do not propose offerings that are not considered technology goods and services. Accessories and parts to support technology should be submitted. Servicing of technology devices or any service related to technology that vendor seeks to offer under this contract should be submitted.

V. VENDOR PRICING SUBMISSION

Pricing.
Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor's original pricing model as proposed in response to this solicitation. "To-Be-Determined" pricing is prohibited.

Submission of Goods/Items Pricing

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the "Discount-Off Catalog" option being much more optimal, usable, and preferred to the "Cost-Plus Markup Option." With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor's responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**
  This goods/items pricing proposal method is highly preferred over the "Cost-Plus Markup Method" because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its "Catalog Pricing" to TIPS in a number of ways, described below. Please carefully read the following definition of "Catalog Pricing" which is broad and flexible to the usability benefit of the Vendor.

  "**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

  A. is regularly maintained by the manufacturer or Vendor of an item; and

  B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

  C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

  Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

  Options for Providing Goods/Items "Catalog Pricing" to TIPS:

  1. **Section "A" of Pricing Form 1 – Providing "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section "A" of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item's name and "catalog price." Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

  2. **Section "B" of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has "Catalog Pricing" documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Catalog.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

3. **Section "B" of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has "Catalog Pricing" published at an online location, Vendor may check this box and include the link to their online "Catalog Pricing." If a login is required to access the "Catalog Pricing" located at that link, please provide that login information in the cell to the right. (Ex. X – Please see "Catalog Pricing" at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.

4. **Section "B" of Pricing Form 1 – (3) Vendor Shall Provide "Catalog Pricing" Upon Request:** If Vendor does not have comprehensive "Catalog Pricing" documents or links readily available, Vendor may check this box ensuring that such required "Catalog Pricing" will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of "Catalog Pricing" for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **Cost-Plus Markup Method**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the "Discount-Off Catalog Method" description above and has determined that none of those options are a possibility, then Vendor may use this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section "C" of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section "C" of Pricing Form 1. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor's cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

Submission of Service Pricing

If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the "Catalog Pricing" for those services must be included, or properly added, to Vendor's TIPS "catalog pricing" proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of "Catalog Pricing" below for convenience:

"**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

D. is regularly maintained by the manufacturer or Vendor of an item; and

E. is either published or otherwise available for review by TIPS or a customer during the purchase process;

F. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services "Catalog Pricing" to TIPS:

1. **Pricing Form 2 – Providing Service "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the "catalog price" of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.

2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

Additional Pricing Terms

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor may update their pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to bids@tips-usa.com for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as "catalog pricing" (or "cost" in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion.

2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.

3. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.

4. **Vendor's Self-Imposed Pricing Limitations.** Within Vendor's TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)

5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS "catalog pricing" for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

VI. PROPOSAL SCORING AND EVALUATION

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price**: **(22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor's "TIPS Pricing." Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.
2. **Reputation of Vendor and Vendor's Offerings: (3) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor's reputation.
3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.
4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.
7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.
9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

VII. TERMS & CONDITIONS

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.

3. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein ,provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.

8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.

9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided

for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.

14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.

16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.

17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

scientel SOLUTIONS
THE UNIVERSAL INTEGRATOR

Quotation

Scientel Solutions LLC
2021 N. Eola Rd.
Aurora, IL 60502

Quote #: SCI00883v3
Date: 11/09/2023
Expires: 12/09/2023

Submitted To:
City of Crystal Lake, IL
Steve Weishaar
sweishaar@crystallake.org
815-459-2020 x3650

Submitted By:
Scientel Solutions LLC
Joe Mayer
jmayer@scientelsolutions.com
Phone: (847) 343-4402

Quote Name: Crystal Lake WiFi Upgrade

Dear Steve:

Scientel Solutions LLC (Scientel) is pleased to have the opportunity to provide you with this quote for the implementation of a WiFi Upgrade for the City of Crystal Lake.

This proposal is made according to the TIPS Contract #: 230105 and is offered by Scientel Solutions, and authorized Fortinet reseller, to the City of Crystal Lake, TIPS Customer #: 529615.

The City of Crystal Lake may accept the proposal by delivering to Scientel a signed purchase order referencing proposal #: SCI000883v3 and TIPS contract #: 230105. This proposal is subject to the terms and conditions of the Master Service Agreement between Scientel and Crystal Lake dated August 17th, 2023. Any questions can be directed to your Scientel Solutions contact, listed below.

Joe Mayer
Chief Operating Officer
jmayer@scientelsolutions.com
(847) 343-4402 (mobile)

We thank you for the opportunity to provide the City of Crystal Lake with "best in class" solutions and services and we hope to strengthen our relationship by implementing this project. Our goal is to help you achieve the best results for communications, safety and security in your industry.

Sincerely,
Scientel Solutions LLC

Joe Mayer
COO

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Description of Quote:
This quote consists of an upgrade of the WiFi service throughout City Hall, Fire Station 3, Fire Station 4 and the Three Oaks Recreation Center facilities and includes the following equipment and services:

- **Design:**
  - The design includes 26 Fortinet Wireless APs (WAPs) and will replace 6 WAPs currently in place at City Hall (leaving one Fortinet AP in place).
    - City Hall
      - 12 new WAP locations
      - 6 existing WAPs replaced
    - Fire Station #3 – 3 new WAPs installed
    - Fire Station #4 – 3 new WAPs installed
    - Three Oaks Beach House – 2 New WAPs installed
  - Scientel will provide heat maps with AP locations at a future date

- **Procurement:**
  - Scientel will procure the required 26 Fortinet Access Points and required cabling/mounting hardware.
  - An itemized list of all hardware being procured and TIPS contract pricing is included as Appendix A.

- **Staging / Installation:**
  - Scientel will receive, inspect, and stage all equipment at our Headquarters in Aurora.
  - Scientel will run all new cable runs via open air for the new AP locations.
  - Scientel will decommission the existing access points and return to the City point of contact
  - Scientel will mount and configure the new Fortinet APs and confirm connectivity back to FortiGate Firewalls.

- **Site Specific Activity Details**
  - City Hall
    - New AP location will be mounted behind the clock above the entrance door, or behind the wall between the Council Chambers and the private conference room.
    - The design includes new WAPs for the following locations:
      - Within the Council Chambers
      - Within the Fleet Garage
      - Within the Water POD
  - Fire Station #3
    - Mounting within the garage will require access with Scientel's bucket truck to mount an AP on the ceiling truss. This will require the garage be vacated by the Fire vehicles and apparatus to perform the installation
  - Fire Station #4
    - Installation will use existing Cat 5 data drops within the facility and assumes that existing cabling can be reused and is acceptable

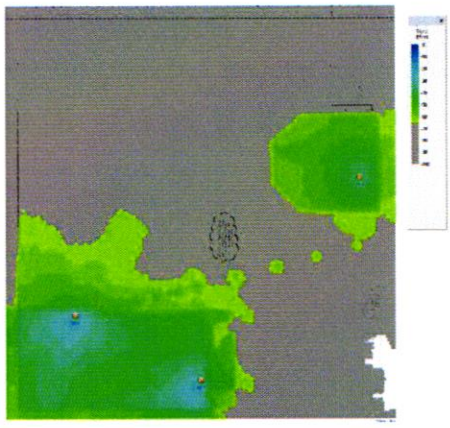
Scientel Solutions LLC Confidential and Proprietary

- Mounting within the garage will require access with Scientel's bucket truck to mount an AP on the ceiling truss. This will require the garage be vacated by the Fire vehicles and apparatus to perform the installation

- Three Oaks Recreation Center
  - Installation will reuse existing cabling and will reuse existing outdoor enclosure

- **WiFi Coverage Maps**

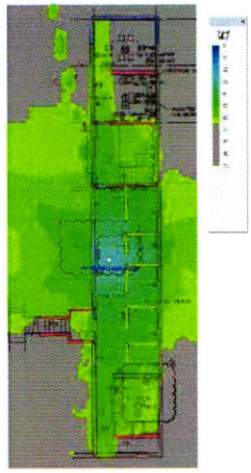
City Hall: Water POD and Fleet Garage



Fire Station 3: Demonstrating options of placing the WAP in the front office vs in the bunk room



Front office WAP



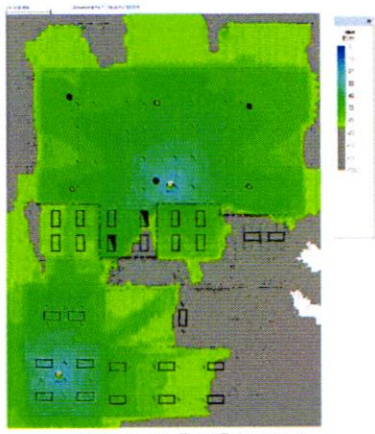
Bunk Room WAP

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Fire Station 4: Demonstrating options in apparatus bay, Lounge and Conference Room



Apparatus Bay & Conference Room



Apparatus Bay & Lounge

- **Closeout:**
  - Scientel will provide Crystal Lake with a closeout package which will include:
    - Installation photos and testing results
    - Documentation with equipment information such as serial numbers, IP Addresses, login credentials, and warranty information.

- **Maintenance & Support – Optional**:** Maintenance and support of the proposed APs has been provided as an option to this proposal. Services include the following:
  - 24x7x365 on-call technical staff to perform remote troubleshooting on failed devices
  - Hardware maintenance and repair with scheduled dispatch service
    - Technician onsite arrival will be based on availability but will never exceed 5 business days.
  - Software maintenance and remote installation of patches and updates as required, including:
    - In-Version software releases of software and firmware
    - Network security patches

General Information and Assumptions:

- All work is to be performed during regular business hours, I.E. 8AM-5PM, Monday-Friday.
- Scope of work allows for coordinated scheduled deployment and site access, any interruptions to project schedule may be subject to change order.
  - Work is expected to take approximately one week to complete
- Assumes existing cabling can be reused for the existing APs.
- Crystal Lake will provide Scientel with an IP Plan prior to equipment installation/configuration.
- No conduit is required and no conduit is provided with this proposal
- All pricing excludes taxes and shipping.

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Pricing

Description	MSRP	TIPS Price
Fortinet WiFi Equipment & Materials with 1 Year Licensing/Support	$36,397.50	$28,693.25
Turnkey Installation Services	$21,264.00	$21,264.00
Total		**$49,957.25**

*All pricing excludes tax & shipping

**Optional Ongoing Support and Maintenance: $4,347 per year

Billing Milestones:

- 20% on Purchase Order
- 50% on Equipment Delivery
- 20% on Installation Completion
- 10% on System Acceptance

Terms, Conditions, & Acceptance:

Scientel Solutions LLC will accept a written Purchase Order (P.O.). Payment due 30 days after submission of invoice. This Quote is valid for 30 days. If the above Quote and terms are accepted by the customer, please indicate as requested below. Please return this completed document with the necessary Purchase Order via email at Salesorder@scientelsolutions.com

Signature: _____ Date: ____/____/_____

Name (Print): _____ Title: _____

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Appendix A:

PRODUCT DESCRIPTION	PART NUMBER	Unit MSRP	QTY	TIPS Discount	Ext TIPS Pricing
FortiAP-431F Indoor Wireless FortiAP - Tri radio (2x 802.11 a/b/g/n/ac/ax, 4x4 MIMO and 1x 802.11 a/b/g/n/ac Wave 2, 2x2 MU-MIMO), internal antennas, 1x 100/1000/2500 Base-T RJ45, 1x 10/100/1000 Base-T RJ45, BT/BLE, 1x Type A USB, 1x RS-232 RJ45 Serial Port. Ceiling/wall mount kit included. For power order: 802.3at PoE injector GPI-130 or AC power adaptor SPFAP400- PA. Region Code A	FAP-431F-A	$1,150.00	25	20%	$23,000.00
FortiAP-431F 1 Year FortiCare Premium Support	FC-10-F431F-247-02-12	$115.00	25	15%	$2,443.75
FortiAP-433F Indoor Wireless AP - Tri radio (2x 802.11 a/b/g/n/ac/ax, 4x4 MIMO and 1x 802.11 a/b/g/n/ac Wave 2, 1x1 MU-MIMO), external antennas included, 1x 100/1000/2500 Base-T RJ45, 1x 10/100/1000 Base-T RJ45, BT/BLE, 1x Type A USB, 1x RS-232 RJ45 Serial Port. Ceiling/wall mount kit included. For power order: 802.3at PoE injector GPI-130 or AC power adaptor SP-FAP400-PA. Region Code A	FAP-433F-A	$1,200.00	1	20%	$960.00
FortiAP-433F 1 Year FortiCare Premium Support	FC-10-F433F-247-02-12	$120.00	1	15%	$102.00
Miscellaneous Installation Hardware & Cat 6 cable	Lot		Lot		$2,187.50

Total Equipment **$28,693.25**

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The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"

Resellers

27 November 2023

Reseller	Phone	Fax
Scientel Solutions	(312) 877-4240	
2021 N Eola Road	https://scientelsolutions.com	
VectorUSA	(877) 569-8800	
8647 Ninth Street	www.vectorusa.com	

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: Bid Award for Police Emergency Vehicle Equipment Installation/Changeover

Staff Recommendation: Motion to award the bid for the vehicle equipment installation/changeover services and parts for Police Department emergency response vehicles to the lowest responsive, responsible bidder, Ultra Strobe Communications Inc., and adopt a Resolution authorizing the City Manager to execute a one-year agreement for the equipment installation/changeovers with Ultra Strobe Communications Inc. in the bid amount, with the option of one, one-year extension.

Staff Contact: James Black, Chief of Police
Michael Magnuson, Director of Public Works

Background:

In 2016, the City initiated a competitive bidding process for Police Vehicle Emergency Vehicle Equipment Installation/Changeover. Following the bid process, a contract was entered into with Ultra Strobe Communications, Inc. for their services. In 2018, The City entered into an agreement with Enterprise to procure vehicles annually, which included emergency response vehicles for the Police Department. Per the agreement, the cost of necessary equipment was included. Since 2018, the Police Department only received squad cars in 2020 and 2023 due to nationwide shortages from the manufacturer.

In 2023, the City began diversifying the purchase of emergency vehicles for the Police Department away including direct purchases from dealers. In addition, the City reinitiated the competitive bidding process for Police Emergency Vehicle Equipment Installation/Changeover for five vehicles. The vehicles that will be stripped and changed-over include five new Ford Police Interceptors utility versions. The services include all wiring and mounting of computer systems, emergency lighting, radios, video cameras, flashlight chargers, and other electronic equipment, as well as transferring prisoner transport equipment and gun racks from existing units, where applicable. On October 3, 2023, a set of bidding documents, including comprehensive

specifications and a model contract developed by staff, was issued to potential bidders on the City's service provider, QuestCDN.

On Friday, October 20, 2023, the City publicly opened and read aloud one bid received for police emergency vehicle equipment installation/changeover. The request for bids was advertised in the Northwest Herald and on BidSync. The singular bidder was Ultra Strobe Communications, Inc. There are very few vendors in the Chicagoland area that complete this type of work. Most vendors contacted by staff have been backlogged due to earlier vehicle shortages that are now slowly being filled by the manufacturers. This backlog may be a contributing factor for the City only receiving one bid. City staff is also researching alternate methods to outfit equipment installation in police vehicles. The bid from Ultra Strobe Communications, Inc. contained the required documentation and listed the cost per vehicle to be $4,680.00. The cost for the optional second year was listed as $4,995.00.

Legal staff has reviewed the contract for emergency vehicle equipment installation/changeover.

Recommendation:

The City Manager's Office and the Police Department have reviewed all bids received for completeness and accuracy in accordance with bid requirements. Staff recommends that Ultra Strobe Communications, Inc. be awarded the contract for police emergency vehicle equipment installation/changeover.

Votes Required to Pass:

Simple majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute an emergency vehicle equipment installation/changeover contracts between the City of Crystal Lake and Ultra Strobe Communication, Inc. for the Police Department for two years beginning on December 5, 2023.

DATED this 5th day of December 2023.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

PASSED: December 5, 2023
APPROVED: December 5, 2023

Draft

City of Crystal Lake
Public Works Department

Crystal Lake Municipal Complex
100 W. Woodstock Street
Crystal Lake, IL 60014

Phone (815) 459-2020
Fax (815) 479-1647
www.crystallake.org

MEETING SIGN-IN SHEET

PROJECT:	DATE:
BID OPENING – 2023-24 EMERGENCY VEHICLE EQUIPMENT INSTALLATION	OCTOBER 20, 2023
SITE ADDRESS:	**TIME:**
100 W WOODSTOCK ST	10:00 AM
FACILITATOR:	**LOCATION:**
MICHAEL WISINSKI	CRYSTAL LAKE MUNICIPAL COMPLEX

NAME COMPANY/AGENCY	PHONE NUMBER	E-MAIL ADDRESS
Michael Wisinski City of Crystal Lake MW	815-459-2020	mwisinski@crystallake.org
Ultra Strobe, Comm.	815-479-1717	Rob@ultraStrobe.com
Beth Mogan - City of Crystal Lake	815-459-2020	bmogan@crystallake.org
Rick Neumann City of Crystal Lake	815-356-3756	RNEUMANN@CRYSTALLAKE.ORG

City of Crystal Lake
Public Works Department

100 West Woodstock Street
Crystal Lake, IL 60039-0597

Phone (815) 356-3615
Fax (815) 479-1647
www.crystallake.org

PROJECT NAME: 2023-24 Emergency Vehicle Equipment Installation

DATE OF BID OPENING: October 20, 2023

TIME OF BID OPENING: 10:00 AM

Company Name	Bond, Cashier's Check, or Certified Check?	As Read Bid Amount
Ultra Strobe Communications	☐ N/A	$4,680.00
	☐	
	☐	
	☐	
	☐	
	☐	
	☐	
	☐	
	☐	

Certification:

Bid Opener (signed): _____ Bid Tabulator (signed): Beth Mogan

Print: Michael Wisinski Print: Beth Mogan

INVITATION TO BID

CITY OF CRYSTAL LAKE

2023-2024 Emergency Vehicle Equipment Installation / Changeover

BID OPENING:

October 20th, 2023 @ 10:00am

**** All pages of this Bid Document must be submitted intact for the bid to be considered valid. ****

CITY OF CRYSTAL LAKE, ILLINOIS
INVITATION AND INSTRUCTIONS FOR BIDDERS

A. GENERAL RULES

The general rules and conditions that follow apply to all bids requested and accepted by the City of Crystal Lake unless otherwise specified. Companies or their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and specification attached hereto as Exhibit B and the Model Contract and Scope of Services, attached hereto and made a part hereof as Exhibit A (hereinafter referred to individually or collectively referred to as the "Specifications") before submitting proposals. The submitting of a bid implies that the bidder (hereinafter referred to as the "Bidder" or the "Contractor") is familiar with, and intends to comply with, all conditions unless otherwise noted.

When mailing or hand delivering the bid forms, the envelope must be addressed as follows:

ATTN: PURCHASING ADMINISTRATION
Finance Department, City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

All bids must be delivered to the Finance Department prior to 10:00 a.m. on October 20, 2023. Bids must be identified as such on the outside of the sealed envelope. Bidder's company name and address are to appear in the upper left corner. Bid information is to appear in the **lower left** corner and shall be marked:

"2023-2024 Emergency Vehicle Equipment Installation / Changeover
Attn: Purchasing Administration, Finance Department"

CONTACT WITH CITY – Any attempt to directly contact and influence any City Council member or City advisory committee member associated with this Invitation and Instruction to Bidders (the "Invitation") and prior to the final selection decision as evidenced by a fully mutually executed contract with the final selected firm will be grounds for disqualification.

BIDDER'S QUALIFICATIONS – No award will be made to any Bidder who cannot confirm to the City's satisfaction that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final, conclusive and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City, under oath if so required, all information and data the City may request for the purpose of investigation.

RECEIVING OF BIDS – Bids received prior to the time of opening will be securely kept, unopened. The Deputy City Manager, or his designee whose duty it is to open bids, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Deputy City Manager, the City Manager or the City for the

premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

LATE BIDS – Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the company's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope.

BIDS BY FAX OR EMAIL – Bids must be submitted on the original forms provided by the City, completely intact as issued. **Facsimile machine transmitted bids or email transmitted bids will not be accepted**, nor will the City transmit bid documents to prospective bidders by way of a facsimile machine.

WITHDRAWAL OF BIDS – A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Deputy City Manager prior to the specified time of opening. After the opening, a company cannot withdraw its bid for a period of ninety (90) calendar days, or such longer time as stated in the bid documents. Furthermore, the Contractor agrees to these conditions and terms in submitting a bid.

CONSIDERATION OF BID – No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

The person, firm or corporation if requested, shall present, within 48 hours, evidence satisfactory to the City of performance ability and possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these Specifications and contract documents.

PRICES – Unit prices shall be shown for each category of prices as set forth in the schedule of prices set forth in the "Pricing Form" attached to Exhibit A, specifications.

TAX-EXEMPT STATUS – Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. If needed, the City shall supply the successful bidder with its tax exemption number.

DOCUMENTS – Any documents submitted as part of this Invitation are subject to the requirements of the Freedom of Information Act.

AWARD OR REJECTION – The City reserves the right to reject and/or award any and all bids or parts thereof and to waive any formalities and technicalities according to the best interests of the City.

Companies shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the bidder.

ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE CITY TO BE INCLUDED.

A contract (hereinafter "the Contract") will be awarded to the Bidder who is deemed to be the lowest responsive and responsible Bidder complying with the conditions of the Contract documents only when it is in the best interest of the City to accept the bid. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof. To the extent that the City includes more than one successful Bidder, the City reserves the right to select the Bidder that provides the lowest price for the specific Service required by the City at the time that a request for Services is made. The City may also consider the location where the Services are required and such other factors as the City, in its sole discretion, may determine to be in the best interests of the City under the circumstances necessitating the call for Services.

EXECUTION OF CONTRACT – The individual, firm or corporation to whom or to which a contract has been awarded shall execute a contract and return it to the City within ten (10) days after receiving it in the mail from the City. The City intends to utilize a contract document in substantially the form of the "Model Contract and Scope of Services" attached hereto as Exhibit B. The terms of this Invitation along with the attached Specifications shall be incorporated in and made a part of the Contract. Any additional work to be performed, as mutually agreed upon by the City and the company, shall become a part of the Contract. Unless it is specifically stated otherwise on the bid, the bid will be awarded to, or placed with, and payment made to the person or company that signs the bid.

FAILURE TO EXECUTE CONTRACT – Failure to comply with any of the requirements of these specifications and contract, or failure to give satisfactory security in a sum equal to the full amount of the contract price, or failure to execute a contract within (10) days as specified, shall be a just cause for annulment of the award, or of the Contract if executed.

PERMITS AND LICENSES – The successful company shall obtain, at their own expense, all permits and licenses which may be required to complete the contract.

CONTRACT ALTERATIONS – No amendment of a contract shall be valid unless made in writing and signed by the City Manager or his authorized agent.

NOTICES – All notices required by the contract shall be given in writing.

NON-ASSIGNABILITY – The contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the City Manager. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the Contract, unless agreed to, in writing, by the City.

IDENMNITY/HOLD HARMLESS – To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and, at the City's request, defend the City and its elected and appointed officials, employees, agents and volunteers (collectively the "Indemnified Parties") against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "Claims"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the performance of any Services by the Contractor or its employees or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City.

The Contractor expressly acknowledges and agrees that any insurance policy required by this Contract, or otherwise provided by the Contractor will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

To the extent that any payment is due to the Contractor under the Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

The Contractor is not required to indemnify an Indemnified Party to the extent a Claim resulted solely from the negligence or willful misconduct of the Indemnified Party.

REQUIRED INSURANCE – When submitting a proposal or bid, and/or agreeing to provide products and/or services to the City, the Contractor shall certify that he/she has all insurance coverages required by law, outlined below, or would normally be expected for the type of business. The Contractor shall procure and maintain, for the duration of the Contract with the City, insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with the performance of the work by the Contractor his agents, representatives or employees

In addition, the contractor shall provide coverage at least as broad as:

Commercial General Liability. Insurance Service Office Commercial General Liability occurrence form CG 0001, *with the City, its officials, employees, agents, and volunteers named as additional insured*, on Insurance Service Office (ISO) Additional Insured Endorsement CG 2010 or CG 2026. Coverage must be at least $1,000,000 combined single limit per occurrence for bodily injury and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000. **General Provisions:**

1. The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's or work, including activities performed by or on behalf of the Contractor; completed operations of the Contractor premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officials, agents, employees and volunteers shall be excess of contractors or consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor or consultant shall be required to name the City, its elected and appointed officials, agents,

employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the City.

6. All general liability coverages shall be provided on an occurrence policy form. Claims made general liability policies will not be accepted.

Auto Liability Coverage. Insurance Service Office Business Auto liability coverage form CA 0001, Symbol 01 "Any Auto." Coverage must be at least - $1,000,000 combined single limit per accident for bodily injury and property damage (This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles).

Workers' Compensation and Employers' Liability. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employer's Liability insurance. Coverage must be at least Workers' Compensation Coverage with statutory limits and Employer's Liability limits of $500,000 per accident. **General Provisions:** The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed for the City of Crystal Lake by the Contractor.

APPLICABLE TO ALL COVERAGES

The policies are to contain, or be endorsed to contain, the following provisions:

- Each insurance policy required shall have the City expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employers, agents and volunteers or the Bidder must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.
- The Specifications may require higher limits or additional types of insurance coverages than shown above and the Contractor will be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

The Contractor hereby agrees to waive limitation as to the amount of contribution recoverable against them by member. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

VERIFICATION OF COVERAGE

The Contractor or Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents and volunteers as additional insured and with original endorsements affecting coverage as required by this clause. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsement may be on forms which are substantially similar to the forms attached

hereto as Exhibits C and D and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contractor's Contract or agreement with the City.

B. COMPLIANCE WITH ALL LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Also including the following:

Equal Employment Opportunity – During the performance of the contract and/or supplying of materials, equipment and supplies, the contractor or consultant must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

Prevailing Wages – If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

Substance Abuse Prevention – In accordance with Section 15 of the Substance Abuse Prevention on Public Works Projects Act 820 ILCS 265, before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees.

The Contractor, if required by the City shall provide evidence of specific regulatory compliance.

SAFETY/LOSS PREVENTION PROGRAM

The City may request that the Contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the City. Evidence of completed employee safety training shall be provided if requested by the City.

SUBCONTRACTORS – Subcontractors are prohibited.

ACCEPTANCE – After the acceptance and award of the bid, this Invitation, including the Specifications, will constitute part of the legal Contract between the City of Crystal Lake and the successful Contractor.

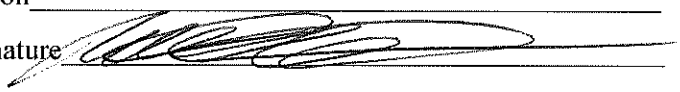
BID RIGGING/ROTATING – Illinois State law Article 33 E-6 and 33 E-9 states it is unlawful to participate in bid rigging and/or rotating. State law further states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, the undersigned hereby certifies that the bidder is not barred from submitting a bid on the contract as a result of State law 33 E-6 and 33 E-9, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act.

Bidder Ultra Strobe Communications, Inc

Address 748 Tek Dr Crystal Lake, IL 60014

Authorized Person Rob Cruise

Authorized Signature 

Title President

Date 10/19/2023

EXHIBIT A

SPECIFICATIONS/SPECIAL PROVISIONS

2023-2024 EMERGENCY VEHICLE EQUIPMENT INSTALLATION / CHANGEOVER

Bid Packet and Instructions to Bidders

This bid packet includes the following materials:

- Request for Bids and Specifications/ Special Instructions
- Bidder Information Form
- Bidder References Form
- Pricing Form
- Model Contract and Scope of Services

Please read all bid packet materials carefully.

In order to maintain the impartiality of the bid process and also to allow potential respondents the opportunity to ask questions, all questions and inquiries must be presented in writing via email or fax. **No phone inquiries.** Written questions and inquiries must be submitted to the City by 3:00 p.m. on October 19, 2023. Written questions and inquiries should be submitted in the following manner:

By Email: dchristenson@crystallake.org
By Fax: 815-477-4732
Attn: Don Christenson, Fleet and Facility Services Division Superintendent

The City will review the questions and may choose to answer them. The City may also choose to only answer some of the questions or may choose to answer none of the questions. If an answer is to be provided, it will be sent to all potential respondents. No question(s) received after 3:00 p.m. on October 19, 2023 will be considered.

The following items must be returned as your completed bid:

- Bidder Information Form
- Bidder References Form
- Pricing Form

Bidder Qualifications

All bidders must be qualified and must complete the "References" form contained in this bid packet. A bid will be considered only if the bidder meets all requirements contained in this bid packet, including the Model Contract and Scope of Services, is skilled and regularly engaged in installing emergency vehicle equipment, and is able, financially or otherwise, to perform the Services according to the specifications contained in this bid packet.

Invitation to Bid

The City of Crystal Lake is seeking Services Contracts with qualified contractors to perform the work described in this bid packet for a contract period beginning November 1, 2023 through October 31, 2024.

Services to be Provided

The Services are providing Emergency Vehicles Equipment Installation / Changeover for the City of Crystal Lake Police Department on an as-needed basis and in accordance with the Model Services Contract and Scope of Services contained in this bid packet (the "Services").

Bid Submission and Opening

Specifications and all Contract Documents may be obtained from the City of Crystal Lake, 100 W. Woodstock Street, Crystal Lake, IL 60014. Prices quoted must be valid for a minimum of 240 days from the date of the bid opening.

The City of Crystal Lake reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids.

Pricing

All bidders must complete the Pricing Form included in this bid packet. Failure to specify all prices and costs in the Pricing Form may result in rejection of the bid.

Award

The City will award contracts to a bidder based on its selection of the lowest responsive and responsible bid or bids submitted, in accordance with the terms and specifications of this Request for Bids.

The City may reject any and all bids, by action of the City Manager or City Council, and may re-bid the services for any reason, including if the City Manager or City Council determines that none of the bids submitted represent the fair market value of the Services. The City also reserves the right to waive any technicalities, discrepancies, or information in the bids.

Model Contract and Scope of Services

The successful bidder or bidders will be required to enter into a contract with the City in substantially the form of the Model Contract and Scope of Services included in this Invitation as Exhibit B before commencing the Services. All Services must be provided in compliance with such Contract and Scope of Services.

Non-Discrimination Policy

The City does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General Information

The City of Crystal Lake is seeking bids for emergency vehicle equipment installation / changeover within motor vehicles owned and operated by the City of Crystal Lake Police Department. The contract period will be for one year, with one additional one-year extension to be exercised at the sole discretion of the City. The contract will include all regularly

scheduled vehicle changeovers in addition to any non-scheduled changeovers due to accident or other vehicle failure including parts and labor.

It is of the utmost importance that vehicles provided to Crystal Lake Police Department are outfitted with the highest quality workmanship and materials possible. Safety, ease of use, ergonomics, functionality, reliability, and cost are all important considerations in the selection of a vendor to perform this function. In addition, the time of completion that the vendor can provide completed vehicles to the City will also be a consideration during the selection process.

In fiscal year 2024, the vehicles that will be stripped and changed over include five (5) new 2024 Ford Utility Police Interceptors. All of the new Interceptors will be utilized in the Patrol Unit. All vehicles will be provided to the vendor in "new" condition. It will be a requirement that many of the major components will be transferred from existing police cars which include five (5) 2020 Ford Utility Police Interceptors. All equipment removed from vehicles which is not re-installed shall remain City property and will be returned to the City of Crystal Lake.

The vehicles have been ordered and the City expects to take delivery in January/February 2024. There is no guarantee that the vehicles will be available at that time, as this is dependent on the manufacturer. Once vehicles are delivered, the successful bidder may take one new vehicle and one active vehicle at a time to perform the work.

All vehicles will be picked up from, and delivered back to the Crystal Lake Municipal Complex, located at 100 West Woodstock Street, Crystal Lake, IL 60014 for stripping and outfitting.

General Specifications and Service Requirements

Quality of Workmanship: All work done by the bidder to City equipment shall be in keeping with good engineering practices. All installations / changeovers shall be in such a manner as to enhance the life of the vehicle and its equipment. No modification shall be made to equipment unless it is approved in writing by the manufacturer of the equipment and by the City of Crystal Lake Fleet and Facility Services Superintendent or designee. All equipment/materials/parts to be provided by the bidder for the completion of the installation/changeover shall be new, except as described in this document and the specifications and contract documents available on QuestCDN.

- All cables, wires, or wire harnesses through the bulkheads must have their own hole drilled, and a grommet or snap bushing installed. All holes must be sealed with silicone or RTV sealant.
- No switches or gauges are to be installed in the driver or passenger side knee impact areas.
- Bidder must provide adequate retention for wire harnesses so they are clear of bolts, corners or edges which could chaff the wires during normal vehicle operation. Wires and harnesses are to be adequately secured throughout the run, to minimize chaffing, squeak, and rattles. Wires are to be run neatly throughout the vehicle and include "zip ties" to hold wires together as harnesses.

- All mounting screws shall be trimmed to eliminate possibilities of injuries in trunk, driver/passenger compartment, dash and hood area. Fasteners facing towards, the undercarriage and firewall shall be undercoated.

- All costs due to damage to vehicles and equipment caused from installation will be repaired or reimbursed by the successful bidder. It shall be at the sole discretion of the City to repair or replace damaged components resulting from poor workmanship of successful bidder by the vendor of its choice.

- Wiring is to be provided with proper slack as to permit the equipment to be removed from its mounts (ie: radio from the center console) for maintenance purposes. Generally, equipment wiring slack shall allow components to reach and rest upon the front seats during repairs.

- Circuit protection (fuses) shall be required for all wiring. Fuses shall be located as close to the tapped power source as possible. The fuse rating shall not exceed the rated wire current capacity. Use 80% of the fuse rating to determine maximum steady state load to reduce nuisance fuse failures. Use 135% of the fuse rating when sizing wiring to protect the circuit in the event of an overload.

- **No electrical component attachments or ground screws shall be adjacent to fuel tank, fuel filler pipes, fuel lines, fuel vapor lines, or carbon canisters.**

- Vehicles must be vacuumed, and free of debris and metal shavings. All equipment must be tested and operational.

- All wire of the proper specification and connectors of the proper specification must be provided.

  Wire Insulation: Polyvinyl Chloride (PVC), rated at 90°C (194°F) is the standard wire insulation that is acceptable for inside body use, but not acceptable for underhood / underbody wiring. Cross Linked Polyethylene (XPLPE or SXL), consistent with SAE specification SAE J1128, rated at 135°C (275°F) (minimum rating), is the required insulation for underhood / underbody applications. Nylon Convolute, rated at 135°C (350°F) shall be used on all wires and wire harnesses located underhood and underbody. Convolute junctions must be taped with an abrasion resistant and heat resistant type tape, such as Polyken 267 or equivalent.

  Wire Connectors: Weather-resistant (Weather-Pak) type connectors shall be utilized in all underhood / underbody locations. These connections shall also include a small amount of die-electric grease at the connection point. Where ring terminals, butt connectors, and spade terminals shall be used in underhood/ underbody situations, they shall be Duraseal or equivalent crimp style to prevent corrosion. There shall be no scotch-lock, quick splice connectors or wire nuts utilized at any location. Whenever using connectors, the "female" side shall be connected to the electrical source side, and the "male" side shall be connected to the load side.

<u>Squad Equipment Summary</u>

Lighting: Bidder is to remove existing Whelen Legacy light bar from original squad and install same light bar onto the roof of the new vehicle. All penetrations shall be sealed to prevent water damage. Remove all front, rear, corner, and side strobes as needed. The headlamp "wig-wag" flasher shall be removed from the existing vehicle.

Bidder is to transfer from existing vehicle two (2) clear LEDs in driver's side and passenger side front headlight assembly; one (1) clear LED in each driver's side and passenger side rear reverse light housings and one (1) red/blue LED on both driver's side and passenger side "B" pillars; one (1) red/blue LED on both driver's side and passenger side rear windows; one (1) Whelen Tracer running board lights from both driver's side and passenger side; two (2) red/blue LED lights on rear license plate; two (2) red/blue LEDs in the rear window. All clear LEDs will be Whelen Vertex and red/blue LED will be CODE 3 model #XT4RB. These can be purchased if not already on the squad being changed over. If the running boards are absent or damaged the City may elect to have Soundoff Signal under mirror mount lights (p/n ENT2B3RBW) installed instead. For all lighting, shielded wire shall be grounded at one side to reduce the chance of electromagnetic interference with sensitive electronic components.

Siren/Lighting Control: Bidder to remove existing Whelen control head option includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob from original squad and install same into new vehicle. Manual, Air horn Plus 3 Traffic Advisor™ Switches and Microphone with Extension Cable. Slide switch functions shall be as follows:

Position 1—Off

Position 2— Rear clear LEDs, side red/blue LEDs, camera actuation, rear bar, and alley lights.

Position 3—Positions 2 and front clear LEDs and front bar.

Position 4—Position 2 and front clear LEDs in headlight assemblies will be activated left/right fast flashing.

Other control head functions shall operate vehicle systems as designed.

Pre-emption strobe bulbs shall remain installed into the light bars. The location shall be in the 2 front center pods/lenses. The strobe power supply shall be removed from the existing vehicle and mounted in the trunk area of the new vehicle, unless otherwise recommended by power supply manufacturer's specification.

Siren Driver: 100 watt, new equipment.

Prisoner Equipment: Partition, window barriers, door guards, and rear prisoner seat assembly shall be removed from existing vehicle and transferred to new units. Contractor shall provide and install new Setina p/n PK1129ITU20TM rear window barriers, Setina replacement seat p/n QK0635ITU20, Setina window barrier steel p/n WK0514ITU20H and Setina rear door guards p/n DK0100ITU20 when necessary.

Communications Devices: Transfer all radio equipment from existing vehicle. Install new antenna base and cables, these shall be mounted and spaced as existing vehicle, per manufacturer's specifications. Remove and transfer computer equipment on center console per manufacturer's specifications pertaining to the driver and passenger side air bag deployment zones. Transfer printer from existing unit into new vehicle. A new magnetic microphone holder p/n MMSU-1 will be installed for main radio microphone.

Power: Main source power shall be configured in such a way as to run through a circuit breaker with a manual trip device afforded. This shall have the ability to interrupt and isolate all bidder installed equipment in the vehicle; except for the computer docking station and the digital video system.

Console: The console shall be removed from the existing vehicles and transferred into the new vehicles. The console shall be secured to the transmission hump by bolts and locknuts, or well nuts. No sheet metal screws shall be utilized. The mounting shall be carried out per manufacturer's specifications. The contractor shall install a new armrest onto each console.

Long Gun Rack and Lock: The gun mount shall be transferred from the existing vehicles to the new patrol units. The mounting location shall be the same as the existing vehicle. The mount shall be secured to the floor with bolts, washers and locknuts. No sheet metal screws shall be utilized. Lock mechanism and timer shall be wired to the Whelen control head.

Flashlight and Charger: The Pelican brand flashlight and charging dock shall be removed from existing vehicle and mounted to the console. The charger shall be wired and fused to an ignition power source.

Push Bumper: The push bumper will be removed from the existing vehicle when applicable. The bidder shall provide for and install a new Setina Model PB450-L4 lighted aluminum push bumper with Whelen Ions lighting onto the front of the marked utility police interceptors if one does not exist on the old vehicle.

Video Camera and RADAR: The two interior roof mounted Axon Fleet 2 video cameras shall be removed from existing vehicles and reinstalled, and made fully functional, in the same locations on the new vehicles. The dash mounted and rear deck mounted radar units along with the overhead display shall be removed from the existing vehicles and transferred to the new units. This shall be done per manufacturers specifications. The front dash mounted RADAR shall be installed in the center RADAR cut out of the dash. The bidder shall be factory certified for the installation and service of the Axon Fleet camera systems.

Warranties

Equipment installation shall be warranted by the bidder to be free of defects in workmanship for a minimum period of one (1) year. All new components shall be warranted for the time period specified by the manufacturer. There shall be no warranty expressed or implied on components transferred from existing vehicles, except that the vendor shall warrant all workmanship and materials used in said transfer. Warranty repairs shall be performed by the vendor at the City Fleet & Facility Services garage, or the vendor's place of business with the vendor supplying transportation to and from the City Garage. If the bidder chooses to provide for a lifetime warranty for any defects related to wiring and installation services, then the required wiring schematic shall not be required to be provided to the City.

To facilitate warranty returns and "quick service" or in-service repairs, the bidder's place of business shall be no more than 30 aerial miles from the City of Crystal Lake Municipal Complex. In lieu of geographical location serviceability, bidder may provide on-site warranty repairs within 24 hours.

Production Capabilities

The successful bidder shall be required to complete, at a minimum, not less than one complete change over during each successive five-business day period beginning within two weeks of receipt of a group of new vehicles. The five-business day periods shall exclude government and religious holidays. The winning bidder shall complete all changeovers within ninety days of notification of the city's receipt of vehicles or issuance of purchase orders, whichever occurs later. Bidder agrees to reduce the cost of installation by 10% for every vehicle not completed prior to the ninety day period.

Service Facilities and Inspection

The bidder shall provide a description and address of their service facilities. The City reserves the right to inspect the bidder's facility, at the sole discretion of the City, during the course of this project. The bidder shall admit a representative from the City into the bidder's facility to observe the progress of the project and the quality of workmanship.

Service Personnel

The bidder shall insure that all employees engaged in the vehicle equipment installation or changeover operation are technically competent to perform the services required. Due to the nature of the services requested all bidder employees may be subjected to a background test.

Basis of Award

Award of this project will be to the lowest responsible, responsive bidder for all labor, materials and equipment. Supplemental pricing is being requested for parts that may be needed based on the condition of the materials transferred from existing squads, or in addition to materials identified in this bid document.

Term of Contract

The successful bidder will enter into a contract with the City in the substantially the form of the "Model Contract and Scope of Services" attached to the Invitation to Bid as Exhibit B. This contract shall remain in effect for a period of twelve (12) months and may be renewed for a period of up to one (1) year, by notice in writing from the City, received by the bidder prior to thirty (30) days before this agreement's termination. The City, at its option, may renew the contract for two successive one-year terms.

The City of Crystal Lake may cancel this contract at any time upon written notice to the bidder of the City's intent to do so.

Specifications and all Contract Documents may be obtained from the City of Crystal Lake, 100 W. Woodstock Street, Crystal Lake, IL 60014 and will be available at _____. Prices quoted must be valid for a minimum of 240 days from the date of the bid opening or until the City ratifies this agreement.

The City of Crystal Lake reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids.

All detailed questions concerning the actual bid specifications are to be forwarded to Don Christenson, Fleet and Facility Services Division Superintendent, in writing via e-

mail to dchristenson@crystallake.org no less than five (5) business days prior to the scheduled bid opening date.

The City of Crystal Lake does not discriminate in admission, access to, treatment, or employment in its programs and activities.

Type text here

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, ILLINOIS 60014

Request for Bids: 2023-2024 Emergency Vehicle Equipment Installation / Changeover

Bidder References Form

List below other organizations (users of similar size and structure to Crystal Lake preferred) for which these or other similar services have been provided:

Agency Name	City of Crystal Lake
Address	100 West Woodstock St
City, State, Zip Code	Crystal Lake, IL 60014
Telephone Number	815-459-2020
Contact Person	Tom Kotlowski
Dates of Service	9/2001 to Present

Agency Name	City of Elgin
Address	151 Douglas Ave
City, State, Zip Code	Elgin,IL 60120
Telephone Number	847-289-2574
Contact Person	Mike Bayard
Dates of Service	2004 to present

Agency Name	Village of Schaumburg
Address	101 Schaumburg Ct
City, State, Zip Code	Schaumbrg, IL 60193
Telephone Number	847-882-3534
Contact Person	Tom Doonan
Dates of Service	1/2010 to present

Agency Name	Village of Bartlett
Address	228 South Main St.
City, State, Zip Code	Bartlett, IL 60103
Telephone Number	630-837-0846
Contact Person	Kyle Rybaski
Dates of Service	1/2008 to present

Agency Name	Village of South Elgin
Address	10 N. Water St
City, State, Zip Code	South Elgin, IL 60177
Telephone Number	847-741-2151
Contact Person	Brett Czechowski
Dates of Service	5/2006 to Present

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, ILLINOIS 60014

Request for Bids: 2023-2024 Emergency Vehicle Equipment Installation / Changeover

Bid Opening: October 20th, 2023 @ 10:00am

Bidder Information Form

Company Name: Ultra Strobe Communications, Inc
Type of Entity:
Address: 748 Tek Dr
City, State, Zip: Crystal Lake, IL 60014
Telephone: 815-479-1717
Fax: 815-479-1818
Email: rob@ultrastrobe.com
Contact Person: Rob Cruise

Primary business location (if different than address listed above):

Name and addresses of all parties having 5% or more ownership interest:
Rob Cruise 748 Tek Dr Crystal Lake, Il 60014

Number of years performing business in the City:
22 Years

Number of years that persons holding 5% or more ownership interests in the business have been doing business in the City:

22 Years

List all installers employed or otherwise engaged by the bidder who may provide services for the City:
Omar
Chris
Adam
Leeanne
Allie
Colman

Number of years the business has conducted emergency vehicle equipment installation services, the jurisdictions in which that work has been performed, and copies of any written commendations or complaints received from governmental agencies related to those services with the last five years:

22 Years

Type text ere

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, ILLINOIS 60014

Request for Bids: 2023-2024 Emergency Vehicle Equipment Installation / Changeover

Pricing Form

Company Name: Ultra Strobe Communications, Inc
Address: 748 Tek Dr
City, State, Zip: Crystal Lake, IL 60014
Contact Person: Rob Cruise

Telephone: 815-479-1717
Fax: 815-479-1818
Email: rob@ultrastrobe.com

BID PRICE FOR: Emergency Vehicle Equipment Installation / Changeover

Please provide pricing, including all labor, materials, parts and supplies for the following:

	2024 Price	**OPTIONAL 2025 Price**
Outfitting New Ford Police Interceptor marked patrol units, including stripping existing unit	$ 4680.00	$ 4995.00
Outfitting New Ford Police Interceptor unmarked, including stripping existing unit	$4680.00	$ 4995.00

BID PRICE FOR EQUIPMENT (NO SUBSTITUTIONS)

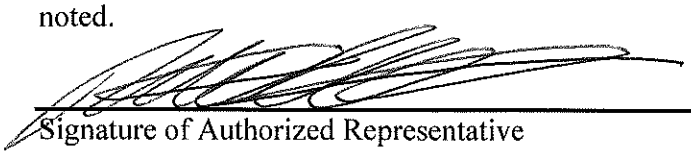
The bidder shall list the cost of individual equipment items described in this document and identified in the below chart and which are also included within the Base Bid set forth above. Costs are requested to be listed in the event of damage or malfunction to any listed equipment which would require replacement by the City. It is understood that new, not defined equipment may be required for future needs which the City may include in amendments to the contract entered into with the successful bidder.

Description	Unit Cost
Whelen Legacy Light Bar and LED take down alley package with center opticom pre-exemption.	$ 2495.00
CODE 3 solar panel with trickle charger model #SOLAR	$ N/A
Whelen Tracer Running Board Lighting System (left & right sides).	$2420.00
Utility Push bumper Setina #PB450-L4	$ 825.00
Setina #PK1129ITU20TM Utility Window Barrier and #DK0100ITU20 Utility Door Panel Covers and Setina window barrier steel p/n WK0514ITU20H	$ PK-$749.95 DK-$249.95 WK-$289.95
Setina p/n QK0635ITU20 rear plastic ABS slipcover with center pull seat belt system.	$1225.00
Whelen Vertex Clear LED	$ 72.95
Whelen Vertex red/blue LED	$ 74.95
CODE 3 red/blue LED #XT4RB	$94.95
Soundoff Signal p/n ENT2B3RBW under mirror mount lights (left & right sides).	$ 189.95
Whelen Control Head option includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob. Manual, Air horn Plus 3 Traffic Advisor™ Switches and Microphone with Extension Cable	$ 795.95

Percent Increase for Year 2 N/A %

List any and all deviations from minimum specifications:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of Crystal Lake the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.



Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Rob Cruise	President
Name of Authorized Representative	Title
Ultra Strobe Communications, Inc	
Company Name	
748 Tek Dr	
Street Address	
Crystal Lake, IL 60014	
City State	Zip Code
815-479-1717	
(Area Code) Phone Number	

4475

EXHIBIT B

MODEL CONTRACT AND SCOPE OF SERVICES

CITY OF CRYSTAL LAKE

CONTRACT FOR EMERGENCY VEHICLE EQUIPMENT INSTALLATION/CHANGEOVER

In consideration of the provisions of this document, the City of Crystal Lake, an Illinois municipal corporation (the "*City*"), and _____ (the "*Installation Firm*"), agree on _____, 2023, as follows:

Section 1. Services

The Installation Firm will provide all of the services described in the "Specifications/Special Provision" attached to this Contract as Exhibit A (the "*Services*"). The Installation Firm will provide the Services in strict compliance with this Contract, including all Exhibits attached hereto and in accordance with industry standards for performing similar services.

Section 2. Commencement Date; Term

The Installation Firm will commence the Services immediately after execution of this Contract and perform the Services until this Contract expires or is terminated. This Contract is for a term of one year ending on _____, 2024. The City may, in its sole discretion extend this Contract for up to two successive one-year terms.

Section 3. Review And Incorporation Of Contract Provisions

The Installation Firm represents and warrants that it has carefully reviewed, and fully understands this Contract and agrees to be bound by the terms and conditions set forth in the Contract including all of its Exhibits or Attachments, all of which are by this reference incorporated into and made a part of this Contract, including the Invitation and Instructions for Bidders attached hereto as Exhibit A.

Section 4. Financial and Technical Ability to Perform

The Installation Firm represents and warrants that it is financially solvent and that it has the financial resources, experience, competency, capital, facilities, plant, organization, and employees necessary to perform the Services in full compliance with this Contract.

Section 5. Disclosures

The Installation Firm, prior to the commencement of Services and at least every six months during the term of this Contract, must provide to the City: (1) a list

of the installer it employs or otherwise engages, including each installer's name; date of birth; home address; and years employed by the Installation Firm.

Section 6. Personnel and Subcontractors

A. Personnel. The Installation Firm is responsible for providing all personnel necessary to complete the Services.

B. Approval and Use of Subcontractors. The Installation Firm must perform all Services itself, using its own personnel and equipment, unless otherwise approved by the City in advance in writing. The Installation Firm may not utilize subcontractors to perform any of the Services and the utilization of subcontractors will not be approved by the City.

Section 7. Contract is At-Will and is Not Exclusive

The City may terminate this contract, at will, at any time, with or without cause. In addition to its right to terminate this contract, the city may at any time, select and use additional installation firms to provide Installation Services if the City determines "Production Capabilities", as identified in Exhibit A, are not being met by the Installation Firm.

Section 8. Risk of Loss

The Services and everything pertaining to them are provided, performed, and completed at the sole risk and cost of the Installation Firm. The Installation Firm is responsible for any and all damages to property or persons resulting from the Installation Firm's performance of the Services, regardless of the availability or unavailability of any insurance.

Section 9. Insurance

Contemporaneous with the Installation Firm's execution of this Contract, the Installation Firm must provide certificates of insurance evidencing at least the minimum insurance coverage and limits set forth in the Invitation and Instructions for Bidders attached hereto as Exhibit A and must maintain such coverage and limits at all times during the term of this Contract. Such policies must be in a form acceptable to the City and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the City. Each insurance policy must name the City as an additional insured and must provide that no change, modification in, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification or cancellation has been given by the insurance company to the City.

Section 10. Indemnification

The Installation Firm must, without regard to the availability or unavailability of any insurance either of the City or the Installation Firm, indemnify and defend the City against any and all lawsuits, claims, demands, damages,

liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Installation Firm's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Installation Firm, except to the extent caused by the negligence of, or the intentional, willful, or wanton act of, the City or its employees.

Section 11. Payments

The Installation Firm will charge vehicle owners for Services only as specifically set forth in the pricing scheduled attached as the Pricing Form, attached to Exhibit A. Under no circumstances will the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of the Installation Firm, except charges for Services performed on City-owned vehicles.

Section 12. City's Right To Terminate and to Retain Other Installation Firm

In addition to its right to terminate this Contract at-will, the City further reserves the right to issue a request for bids from other installation firms to provide installation services to the Police Department (a "Request for Bids") and it may issue and enter into contracts with other installation firms.

Section 13. Installation Firm's Right To Terminate

The Installation Firm may to terminate this Contract at any time by 30-day written notice to the City. Termination of this Contract by the Installation Firm will not relieve the Installation Firm of any liability to the City existing as of the date of the termination or accruing at any time as the result of, or related to, any act or failure to act on the part of the Installation Firm prior to the termination.

Section 14. No Collusion

The Installation Firm hereby represents and certifies that the Installation Firm is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Installation Firm hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation if at any time it is found that the Installation Firm has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Installation Firm will be liable to the City for all loss or damage that the City may suffer thereby, and this Contract, at the City's option, will be null and void.

Section 15. Notices

All notices required or permitted to be given under this Contract must be in writing and will be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day

after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications must be addressed and delivered as follows:

If to City:
City Manager
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

If to Installation Firm;
Ultra Strobe Communications, Inc
748 Tek Dr
Crystal Lake, IL 60014

With a copy to:

Chief of Police
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

By notice complying with the requirements of this Paragraph 15, the City or the Installation Firm may change the addressee for future notices to it.

Section 16. Governing Laws

This Contract and the rights of the City and the Installation Firm under this Contract must be interpreted according to the laws, but not the conflict of laws rules, of the State of Illinois.

Section 17. Compliance With Laws

The Installation Firm must ensure that the Services are performed in accordance with all required governmental permits, licenses, or other approvals and authorizations and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

The Installation Firm is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Installation Firm's performance of the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

Section 18. Entire Agreement

This Contract and the applicable provisions of the City Code set forth the entire agreement of the City and the Installation Firm with respect to the Services.

IN WITNESS WHEREOF, the City and the Installation Firm have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

CITY OF CRYSTAL LAKE

By: _____

Attest:

By: _____

Ultra Strobe Comm, Inc

By: _____

Attest:

By: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Revive Risk Management, LLC
2352 Sheridan Road
Zion, IL 60099-2331

CONTACT NAME: Matthew C. Wruck
PHONE (A/C, No, Ext): 815-325-6098 FAX (A/C, No): 224-344-1171
E-MAIL ADDRESS: matt@reviveinsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Company	26263
INSURER B : Erie Insurance Property & Casualty Company	26830
INSURER C : Erie Insurance Exchange	26271
INSURER D : Erie Insurance Company of New York	16233
INSURER E : Flagship City Insurance Company	35585
INSURER F :	

INSURED

Ultra Strobe Communications, Inc.
748 Tek Drive
Crystal Lake, IL 60014

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	x		Q61-027643	05/01/2023	05/01/2024	EACH OCCURRENCE	$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000.00
							MED EXP (Any one person)	$ 5,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
							GENERAL AGGREGATE	$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	$ 1,000,000.00
								$
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			Q05-0140731	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000.00
							BODILY INJURY (Per person)	$ 1,000,000.00
							BODILY INJURY (Per accident)	$ 1,000,000.00
							PROPERTY DAMAGE (Per accident)	$ 1,000,000.00
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			Q29-0173288	05/01/2023	05/01/2024	EACH OCCURRENCE	$ 5,000,000.00
							AGGREGATE	$ 5,000,000.00
								$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	Q89-5102626	05/01/2023	05/01/2024	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED - PRIMARY NON-CONTRIB (SC2001)

CERTIFICATE HOLDER

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew C Wruck

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		Ultra Strobe Communication, Inc. 748 Tek Drive Crystal Lake, IL 60014
POLICY NUMBER Q61-0276417		
CARRIER Erie Insurance Company	NAIC CODE 26263	EFFECTIVE DATE: 1019/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

WAIVERS:
SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVER WITH REGARDS TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVERS ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):

CITY OF CRYSTAL LAKE
3 W. WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

WORKERS COMPENSATION EXCLUSIONS:
PROPRIETERS, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S), IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

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Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: Acquisition of Right-of-Way and Easements for the Three Oaks Road at Lutter Drive/Sands Road Intersection Improvement

Staff Recommendation: Motion to adopt an Ordinance approving the negotiated sums, authorizing the execution of any agreement or documents, and authorizing payments to property owners for the right-of-way and temporary easements needed for the Three Oaks Road at Lutter Drive/Sands Road Intersection Improvement

Staff Contact: Michael Magnuson, Director of Public Works and Engineering

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Background:
The City has identified the need to improve the Three Oaks Road/Lutter Drive/Sands Road intersection with a traffic signal, southbound left-turn lane and a northbound right turn lane to enhance safety and improve the flow of traffic. The project includes construction of a multi-use path from Lutter Drive to the east that will connect with the existing Village of Cary path. The project was appropriated $1.5 million in Federal Surface Transportation funding. Design engineering is nearing completion with the project on schedule for the Illinois Department of Transportation (IDOT) April 26, 2024 letting.

In order to complete the project, the City needs to acquire right-of-way and easements from property owners adjacent to the improvement. This acquisition must comply with federal land acquisition policies. Appraisals and review appraisals have been completed for each property and were approved by IDOT. Using an IDOT approved negotiator, three of the required properties have agreed to the appraisal price. The City is currently negotiating with the remaining properties. A list of the three properties and final costs are provided below:

Parcel #	*PIN*	*Property Address*	*Deeded To*	*Type of Acquisition*	*Appraised Amount & Purchase Price*
001	19-10-400-012 19-10-401 008/009/010	Southwest and Southeast corner of intersection	City	Right-of-Way Permanent Easement	$ 6,800
002	19-10-200 014/015/018	Northwest corner of intersection	City	Right-of-Way Permanent Easement	$17,100
005	19-10-400-011	4411 Three Oaks Road	City	Right-of-Way	$ 400
				Total	**$24,300**



Funds for the purchase of right-of-way and easements is included in the Fiscal Year 2024 budget.

Votes Required to Pass:

Simple majority of City Council present

ORDINANCE

WHEREAS, the City is desirous of improving the intersection of Three Oaks Road at Lutter Drive/Sands Road to facilitate the flow of traffic and enhance safety; and

WHEREAS, the acquisition of right-of-way and permanent easements is necessary in order to affect the improvement.

NOW THEREFORE BE IT ORDAINED BY THE ACTING MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, as follows:

Section 1. Recitals The foregoing recitals are repeated and incorporated as though fully set forth herein; and

Section 2. Authorization to Acquire Right-of-Way and Permanent Easements. The negotiated sums for right-of-way and permanent easements needed for the Three Oaks Road at Lutter Drive/Sands Road Intersection Improvement for the following properties are hereby acceptable and that the City Manager or his designee(s) be authorized to execute any agreements or documents related to acquiring the right-of-way or easements, and that City staff be authorized to remit payment for right-of-way and permanent easements:

Parcel #	*PIN*	*Property Address*	*Deeded To*	*Type of Acquisition*	*Purchase Price*
001	19-10-400-012 19-10-401 008/009/010	Southwest and southeast corner of intersection	City	Right-of-Way Permanent Easement	$6,800
002	19-10-200 014/015/018	Northwest corner of intersection	City	Right-of-Way Permanent Easement	$17,100
005	19-10-400-011	4411 Three Oaks Road	City	Right-of-Way	$400
				Total	**$24,300**

Section 3. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in the manner provided by law. The City Clerk is hereby directed and ordered to publish this ordinance in pamphlet form.

Draft

DATED this 5th day of December, 2023.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 5, 2023
APPROVED: December 5, 2023

Draft

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: December 5, 2023

Item: Bid Award - Dump Style 3-Ton Hot Patch Trailer

Staff Recommendation: Motion to award the bid for a Dump Style 3-Ton Hot Patch Trailer to the lowest responsive, responsible bidder, BEC Enterprises, LLC (dba Brown Equipment) and adopt a Resolution authorizing the City Manager to execute a contract with Brown Equipment for one new Dump Style 3-Ton Hot Patch Trailer

Staff Contact: Michael Magnuson, P.E., Director of Public Works and Engineering

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Background:

The Public Works Department has identified the need to replace its existing 2013 hot box trailer which requires extensive upkeep and has reached the end of its useful life. The existing hot patch trailer will be declared surplus once the new trailer has been put into service and will be disposed of following the requirements of the City of Crystal Lake Finance Policies. The Streets Division regularly receives requests for pothole patching and roadway repairs, making the replacement unit essential to the operations of the Division.

This bid was advertised publically and the City of Crystal Lake received three bids that were publicly opened and read aloud on November 20, 2023. Two bids were determined to be non-responsive because they could not meet the minimum technical specifications. The responsive bid is listed below:

The following is a breakdown of bids received:

Bidder	Price
√ BEC Enterprises, LLC. (dba Brown Equipment) McHenry, IL	$ 53,082.56
Midwest Paving Equipment, Inc. Glen Ellyn, IL	Non-Responsive
Sherwin Industries, Inc. Milwaukee, WI	Non-Responsive

√ Indicates the lowest responsible and responsive bidder

Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document and checked references for Brown Equipment. Therefore, it is the recommendation of staff to award the bid for a Dump Style 3-Ton Hot Patch Trailer to the lowest responsible, responsive bidder, BEC Enterprises, LLC (dba Brown Equipment) and adopt a Resolution authorizing the City Manager to execute an agreement with BEC Enterprises, LLC (dba Brown Equipment).

Votes Required to Pass:

Simple majority

R E S O L U T I O N

WHEREAS the CITY maintains public roadways within the City of Crystal Lake; and

WHEREAS maintenance of roadways by the CITY requires pothole patching and asphalt repairs which use specialized roadway maintenance equipment including a hot patch trailer; and

WHEREAS the current hot patch trailer operated by the CITY has reached the end of its useful service life; and

WHEREAS the CITY advertised, received, and publicly opened the bids for a Dump Style 3-Ton Hot Patch Trailer on November 3, 2023; and

WHEREAS the lowest responsive and responsible bidder is BEC Enterprises, LLC (dba Brown Equipment).

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and BEC Enterprises, LLC (dba Brown Equipment) for the purchase and delivery of a Dump Style 3-Ton Hot Patch Trailer in the bid amount of $53,082.56.

DATED this 5th day of December, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

Draft

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 5, 2023
APPROVED: December 5, 2023

Draft

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date:	December 5, 2023
Item:	Property Tax Levy Ordinance/Truth in Taxation Public Hearing
Staff Recommendation:	Motion to adopt the 2023 Property Tax Levy Ordinance and Certificate of Compliance.
Staff Contact:	Eric Helm, City Manager Jodie Hartman, Director of Finance

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Background

Each fall, staff prepares an annual property tax levy for City Council review and adoption. This provides vital funding for key services. The City's 2023 tax levy will be incorporated in the property tax bills property owners receive in 2024, and will be used by the City to fund portions of the short fiscal year 2024B and fiscal year 2025 budgets. Adoption of the attached Ordinance will accomplish the following:

1) **Maintain a zero levy for general operations.** General operations include City Administration, Police, Community Development, and Public Works. These would continue to be supported primarily through sales and income tax revenues.
2) Provide funding for pension obligations.
3) Provide funding to support Fire Rescue operations.
4) Provide funding to support Library operations.

The recommended amount for the 2023 levy, to be received in 2024, is $19,986,700, including the Crystal Lake Public Library's levy. This is an increase of $582,605 (3%). According to preliminary reports from McHenry County, the City will be adding over $11 million in new construction to the City's tax rolls this coming year, which spreads the impact of any increases over a wider tax base and consequently, less to each of the existing property owners. With the estimated growth to the tax base within the City, **the resulting tax rate for the City is expected to decrease by 3.5%,** minimizing the impact to property owners. Using a home valued at $300,000 in 2022 as a baseline with growth of 6%, the estimate impact would be $25.85 for the year for the City's portion of the tax bill, just over $2 per month. The following discussion provides details as to the components of the levy and any changes.

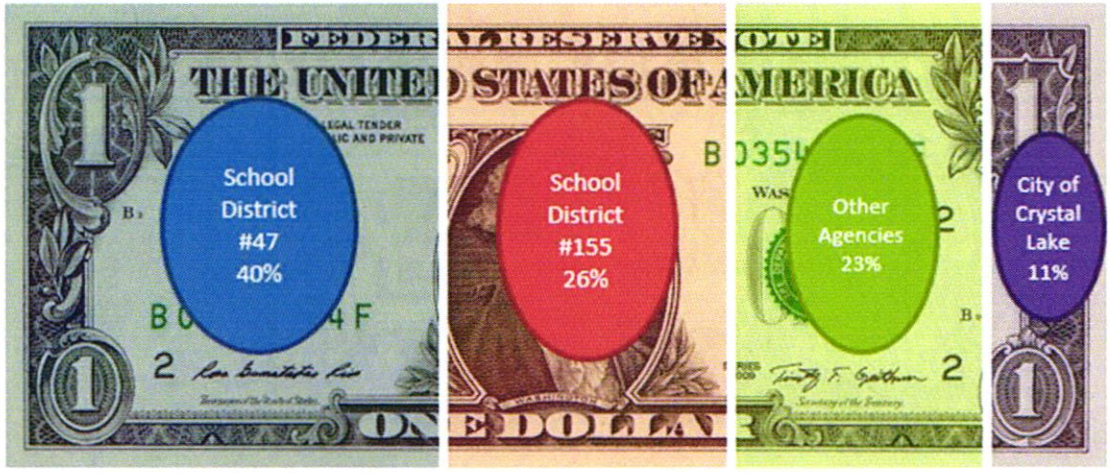
In order to collect a property tax, government agencies in the State of Illinois are required to establish a tax levy and comply with the Truth in Taxation Act. The tax levy is a projection of monies the government agency expects to obtain through the annual property tax. Should a taxing district propose to adopt an aggregate levy in amounts more than 105% of the amount of property taxes extended the

prior levy year, the Truth in Taxation law requires taxing districts to disclose the proposed amounts by publication and to hold a public hearing on their intention. Since the proposed tax levy is less than 105% of taxes extended for the prior tax levy, a Truth in Taxation hearing is not required, nor is the publication in a newspaper. In the interest of transparency, the City has elected to voluntarily publish the notice in the newspaper and to hold the public hearing. The "black box" notice was published on Tuesday, November 28th, in the Northwest Herald.

The impact of a proposed property tax levy on an individual homeowner is determined by estimating the Equalized Assessed Value (EAV). The County Assessor provided a rate setting EAV estimate for the 2023 levy of $1,492,531,337 for the City. This is an increase of 7.17% from the 2022 levy. The history of the City's EAV, including the 2023 estimate, shows the City exceeding pre-Great Recession levels for the first time since the prior peak in 2008. The McHenry County Clerk will determine the actual tax rate some time in spring 2024, once all values and exemptions have been finalized. The levy must be filed by the City before the end of the calendar year.

The City levies in dollars needed, rather than a specific tax rate. As a result, the City does not receive any additional dollars if the assessed valuation of property in the City increases. Rather, the amount of the City tax levy remains the same and is spread over a greater total assessed valuation of property.

Property owners in the City of Crystal Lake will note that the City is only one of many taxing bodies that appear on the property tax bill. In fact, the City receives only about **11%** of the annual property tax bill amount. The numbers below represent the distribution of the 2022 levy for Crystal Lake property owners.



Levy Components
The City's tax levy is made up of the following funds:

CITY FUNDS	LIBRARY FUNDS
Police Pension Fund	Library Operating Fund
Firefighters' Pension Fund	Library IMRF Fund
Fire Rescue Fund	Library FICA Fund
IMRF & FICA Fund	
School Crossing Guard Fund	

Police and Firefighters' Pension Fund Obligations

The proposed property tax levy incorporates funding requirements of the State mandated public safety pension obligations. The Actuarial Valuation Report was prepared by Lauterbach and Amen, who retains a team of enrolled actuaries. Changes to the contribution amounts are a result of changes in demographics and actuarial assumptions, coupled with the returns on investments. The amount requested from both public safety pension funds as a result of the Actuarial Valuation Report have calculated increases. These increases are expected to continue as per Illinois law, both public safety pension funds must be at least 90% funded by the year 2040.

For the Firefighters' Pension Fund, the amount determined by the actuarial report, and consequently requested by the Pension Fund, totals $2,103,947. This is an increase of $73,531 (4%) from the prior year actuarial report, but remains below the prior year levy amount of $2,285,640. The prior year levy was held stable despite a temporary decrease in the actuarially determined amount for the 2022 levy. By holding the levy stable instead of decreasing the amount, the City is able to hedge future increases, such as what has occurred for this current request. It also helps grow the funded percentage of the pension fund, a key criteria used by Standard and Poors in their bond rating decisions. Staff is again recommending keeping the levy amount flat at $2,285,640 for the 2023 levy.

For the Police Pension Fund, the amount determined by the actuarial report and requested by the Pension Fund, totals $3,612,536. This is an increase of $131,111 (3.77%) from the prior year levy. Without the advance funding provided with the 2022 levy last year, the increase to the levy would have been over 7%. Staff recommends matching the levy to the actuarial request of $3,612,536.

According to the Actuarial Valuation Report ended April 30, 2023, the percent funded for the Police Pension Fund increased to 0.22% to 61.15%; the Firefighters' Pension Fund percent funded decreased 0.61% to 80.26%. For comparison, the average funded percentage of the 350 police and fire pension funds that Lauterbach & Amen LLP completed actuarial reports in prior years was in the range of 55% to 56%. Poor investment performance during the 2022/23 fiscal year of both pension funds was a major factor in the small adjustments to funded percentages of both funds. However, both funds are above the average and on track to meet the State's funding requirements by 2040.

Fire Rescue Fund

The proposed levy will increase the levy amount for the Fire Rescue Fund to $7,608,859, an increase of $260,854 (3.55%), which will offset a portion of the annual $12 million in operational costs. Other major revenue sources for the Fire Rescue Fund include intergovernmental agreements with the Crystal Lake Rural Fire Protection District (CLRFPD) and the Village of Lakewood, which contribute over $2.5 million annually, and ambulance transport fees, about $1.8 million per year. The General Fund absorbs critical capital costs of the Fire Rescue Department in order to minimize the impact to property owners.

City IMRF and FICA Fund

The levy for non-sworn employee pension costs will be increased $38,176 (3%) to $1,310,699. This levy line has been decreased in prior years to prioritize funding for the Police and Firefighters' Pension Fund contributions. The City was fortunate to experience a decrease to the employer contribution rate for IMRF in 2022, as well as experienced savings from vacant positions, which had allowed for an intentional draw down of reserves from the IMRF/FICA Fund. This intentional draw down was an opportunity for prudent use of fund balance, but was

temporary in nature and not sustainable long-term. Annual Governmental Fund expenses for FICA and IMRF total over $1.5 million, excluding Water and Sewer Fund FICA and IMRF expenses.

School Crossing Guard Fund

The levy for the School Crossing Guard Fund is for the City's share of the crossing guards provided for school age children. School District 47 reimburses the City for the remaining half of incurred costs for this service. This levy line item is recommended to increase to $4,060 for the year to $75,966 based on contractual rates of the crossing guards and anticipated hours needed for coverage. Any funds for this levy item are reserved within the School Crossing Guard Fund to be used solely for this purpose.

Crystal Lake Library Expenses

Each year, the Crystal Lake Library Board approves and forwards a tax levy request to the City Council. The Library is a component unit of the City, meaning that it does not have independent taxing authority. The Library approved their final levy request on November 15, 2023. The Library Board has requested a 3% change to their levy, matching the City's request. This equates to an increase of $148,403. The Library maintains three items on their levy, including operations, Library IMRF and Library FICA.

Maximum Levy Resolution

On November 21, 2023, the City Council adopted a resolution setting the maximum levy at $19,986,700. Below is the proposed 2023 tax levy as compared to the 2022 levy, demonstrating the changes to each line item, as well as the overall bottom line impact of 3% to the total combined amount.

	2022 Levy Exended	2023 Levy **Proposed**	Change $	Change %
City Funds				
Fire Rescue	$ 7,348,005	$ 7,608,859	$ 260,854	3.55%
Crossing Guard	71,906	75,966	4,060	5.65%
Police Pension	3,481,425	3,612,536	131,111	3.77%
Fire Pension	2,285,640	2,285,640	0	0.00%
City IMRF	772,511	795,686	23,175	3.00%
City FICA	500,012	515,013	15,000	3.00%
Total - City	$ 14,459,498	$ 14,893,700	$ 434,202	3.00%
Library Funds				
Library Operations	$ 4,448,456	$ 4,591,000	$ 142,544	3.20%
Library IMRF	333,653	277,000	(56,653)	-16.98%
Library FICA	162,488	225,000	62,512	38.47%
Total - Library	$ 4,944,597	$ 5,093,000	$ 148,403	3.00%
Total - ALL FUNDS	**$ 19,404,095**	**$ 19,986,700**	**$ 582,605**	**3.00%**

Determining the impact of the City's tax levy on area home values is dependent on several factors: the assessed value of a property as determined by each township's assessor, the equalization multiplier assigned by each township supervisor, the equalization multiplier assigned by the State and exemptions specific to each property and property owner, (homestead, senior, senior freeze, etc.). The City of Crystal Lake spans four different townships: Algonquin Township, Nunda Township, Dorr Township and Grafton Township.

The City of Crystal Lake City Council must adopt a property tax levy and annually certify to the County Clerk, on or before the last Tuesday in December, the amount to be levied. The resolution determining the maximum 2023 tax levy was adopted on November 21, 2023. Adoption of this resolution was merely a procedural requirement and the actual levy ordinance will be considered following the public hearing at the December 5, 2023 City Council meeting.

Recommendation:

It is the recommendation of the City Manager and Director of Finance to adopt the proposed 2023 Property Tax Levy Ordinance and Certificate of Compliance.

Votes Required to Pass:

Simple Majority

Ord.
File No.

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE CITY OF CRYSTAL LAKE FOR THE FISCAL YEAR BEGINNING THE 1ST DAY OF MAY, 2023 TO THE 30TH DAY OF APRIL, 2024

Draft

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF CRYSTAL LAKE

December 5, 2023

Published in pamphlet form by the authority of the City Council of the City of Crystal Lake, McHenry County, Illinois, this 5th day of December, 2023.

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE CITY OF CRYSTAL LAKE FOR THE FISCAL YEAR BEGINNING THE 1ST DAY OF MAY, 2023 TO THE 30TH DAY OF APRIL, 2024

WHEREAS, the City Council of Crystal Lake in the County of McHenry and State of Illinois did on the 18th day of April, 2023, pass the Annual Budget in accordance with Chapter 65 5/8-2.-9.1, *et. seq.* of the Illinois Compiled Statutes, for the City for the fiscal year beginning on the 1st day of May 2023 the amount of which is ascertained to be One Hundred Twenty-Five Million, Two Hundred Ninety-Seven Thousand, Four Hundred Fifty Dollars and No Cents ($125,297,450), excluding inter-fund transfers, which said Budget Resolution was duly published on the 18th day of April, 2023.

WHEREAS, pursuant to State Law (Public Act 95-950), the Mayor and City Council hereby accept the Compliance Reports submitted by the Crystal Lake Firefighters' Pension Fund and the Crystal Lake Police Pension Fund for the year ended April 30, 2024.

WHEREAS, the Mayor and City Council of the City of Crystal Lake did on the 21st day of November, 2023, determine that the levy of the City of Crystal Lake for 2023 would not exceed $19,986,700 exclusive of debt service and, pursuant to Chapter 35, Illinois Compiled Statutes 200/18-55 *et. seq.*, entitled "Truth in Taxation Act," all provisions of said Act were fully complied with by the City of Crystal Lake.

Draft

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Crystal Lake, McHenry County, Illinois:

Section 1: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Nineteen Million, Nine Hundred Eighty-Six Thousand, Seven Hundred Dollars and No Cents ($19,986,700).

Section 2: That the sum of Nineteen Million, Nine Hundred Eighty-Six Thousand, Seven Hundred Dollars and No Cents ($19,986,700) being the total of appropriations heretofore legally made that are to be collected from the tax levy of the City of Crystal Lake for the purpose of providing for the Illinois Municipal Retirement and Federal Insurance Contributions Act Fund (the City's contributions to IMRF and for Social Security and Medicare taxes), Police Pension Fund, Fire Pension Fund, Library Operating Fund, Library IMRF Fund (the Library's contributions to IMRF), the Library Federal Insurance Contributions Act Fund (the Library's contributions for Social Security and Medicare taxes),

Fire Rescue Fund and School Crossing Guard Fund, and Debt Service Funds as appropriated for the current fiscal year by annual appropriation of the City of Crystal Lake for the Fiscal Year 2023/24, passed by the Mayor and City Council of said City at the legally convened meeting of April 18, 2023 be, and the same is hereby levied upon all of the taxable property in the City of Crystal Lake subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "Tax Levy" that appears over them, the tax so levied being for the current fiscal year of said City, and for the said appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

Fund	Appropriation	Tax Levy
City Funds		
General Fund	$ 30,610,834	-
Restricted Police Funds	164,997	-
Fire Rescue Fund	10,336,321	7,608,859
Road/Vehicle License Fund	50,750	-
School Crossing Guard Fund	143,799	75,966
IMRF/FICA Fund - IMRF	706,349	795,686
IMRF/FICA Fund - FICA	820,123	515,013
Motor Fuel Tax Fund	960,500	-
Foreign Fire Insurance Fund	0	-
Commuter Parking Fund	277,949	-
Debt Service Funds	1,023,285	-
TIF Funds	47,460	-
Capital Replacement Fund	24,282,403	-
Water & Sewer Funds	38,065,212	-
Group Insurance Fund	6,293,851	-
Police Pension Fund	4,236,784	3,612,536
Fire Pension Fund	2,572,275	2,285,640
Sub-Total City Funds	$ 120,592,892	$ 14,893,700
Library Funds		
Library Operations	$ 4,113,473	$ 4,591,000
Library IMRF	333,641	277,000
Library FICA	204,836	225,000
Construction & Repair Fund	142,580	-
Gift & Memorial Fund	73,540	-
Per Capital Grant Fund	118,794	-
Special Reserve Fund	41,000	-
Sub-Total Library Funds	$ 5,027,864	$ 5,093,000
Grand Total - All Funds	$ 125,620,756	**$ 19,986,700**

Draft

Section 3: That the total amount of Nineteen Million, Nine Hundred Eighty-Six Thousand, Seven

Hundred Dollars and No Cents ($19,986,700) ascertained above, be and is hereby levied and assessed on all property subject to taxation within the City of Crystal Lake according to the value of said property as assessed and equalized for state and county purposes for the current year.

Section 4: That this Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

Section 5: That there is hereby certified to the County Clerk of McHenry County, Illinois, the several sums above, constituting said total amount, and the total amount of Nineteen Million, Nine Hundred Eighty-Six Thousand, Seven Hundred Dollars and No Cents ($19,986,700), which total amount the City of Crystal Lake requires to be raised by taxation for the current fiscal year of the City, and the City Clerk of the City is hereby ordered and directed to file with the County Clerk of the County on or before the time required by law, a certified copy of this Ordinance.

Section 6: That the rate percent be ascertained and tax extended as provided by law against the property included in the City of Crystal Lake.

Section 7: That the provisions of the Truth in Taxation Act, Chapter 35, Illinois Compiled Statutes, 200/18-55 *et. seq*., were complied with by the City of Crystal Lake.

Section 8: Pursuant to Statute, in compliance with Public Act 83-881, the City of Crystal Lake did file on April 24, 2023 an Estimate of Revenue by Source with the McHenry County Clerk's office.

Section 9: Pursuant to the Illinois State Constitution of 1970, the City of Crystal Lake is a Home Rule unit of government, and as such, is not subject to the Act adopted by the Legislature in 1991 providing for tax levy limitations, nor is the City of Crystal Lake subject to individual fund rate limitations.

Section 10: That this Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval.

Draft

ADOPTED this 5th day of December 2023, pursuant to a roll call vote as follows:

AYES:

_____

NAYS:

_____

APPROVED this 5th day of December 2023.

_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Kachiroubas, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

Draft

CERTIFICATION

I, NICK KACHIROUBAS, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake, County of McHenry, and State of Illinois, and that as such official am the keeper of the records and minutes of the proceedings of the Mayor and City Council of said City.

I do hereby certify that the Ordinance hereto attached entitled "AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE CITY OF CRYSTAL LAKE FOR THE FISCAL YEAR BEGINNING THE 1ST DAY OF MAY, 2023 TO THE 30TH DAY OF APRIL, 2024" is a true and correct copy of said Ordinance duly passed at a regular meeting of the Mayor and City Council held on the 5th day of December, 2023, at Crystal Lake, Illinois, at which time ____ Council members were present, _____ attended via remote telephone, and _____ Council members were absent. Motion was made by Councilmember _____ and seconded by Councilmember _____ that the foregoing Ordinance be passed and approved. Upon roll call vote, _____ Council members voted aye, whereupon said Ordinance was declared duly passed and therefore approved by the Mayor, Haig Haleblian.

Draft

_____
Nick Kachiroubas, City Clerk

(SEAL)

CERTIFICATION OF COMPLIANCE WITH TRUTH IN TAXATION ACT

I, HAIG HALEBLIAN, the Presiding Officer of the CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation, do hereby certify that the Levy adopted on December 5, 2023 complies with the provisions of the Truth in Taxation Act, Chapter 35, and Illinois Compiled Statutes 200/18-55 *et. seq*.

_____

Haig Haleblian, Mayor
Presiding Officer of the
City of Crystal Lake

Subscribed and sworn to
before me this___ day of
_____, 2023.

_____

Notary Public

Draft