



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens	Vice Chairman Public Works
Alderman Tom Porter	Chairman Building, Planning & Zoning
Alderman Daniel Snow	Co-Chairman City-County
Alderman Daniel Arevalo	Vice-Chairman Finance and Personnel
Alderman Wendy Frank	Vice Co-Chairman City-County
Alderman Thomas Ratcliffe	Chairman Finance and Personnel
Alderman Matt Fleury	Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Ric Brereton	Vice Chairman Public Safety

AGENDA

June 8, 2020
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain.

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business: None.
3. Public Works, Unfinished Business: None.

4. Public Works, New Business:
 - (A) Southwest Elevated Tank Rehabilitation - Water Dept.
 - (B) Risk & Resilience Assessment and Emergency Response Plan – Water Dept.
 - (C) General Mills Request for Speed Limit Reduction.
 - (D) Mosquito Control.
 - (E) DCEO 2020 Notice of Funding Opportunities.
 - (F) Landfill #2.
 - (G) Flooding – Ald. Brereton.

5. Other:
 - (A) Communications – Ald. Brereton.
 - (B) Audio Visual and Broadcast Technology/Council Chambers.
 - (C) Harassment Policy.
 - (D) Donation to the Belvidere Fire Department from Walmart Corporation.

6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 6/3/2020
Re: Southwest Elevated Tank Rehabilitation – Water Department

Strand Associates has completed the inspection of all of our water storage facilities and determined that the southwest elevated tank is the highest priority for rehabilitation. The rehabilitation project will include full abrasive blast and recoating of the tank exterior, recoating the interior wet portion of the tank and replacement of the expansion joint in the riser pipe with necessary structural improvements.

Attached to this Memo is a proposal from Strand Associates, in an amount not-to-exceed \$39,000, to complete the design, bidding, construction services and warranty inspection for this project. The Water Department Capital Fund budget includes \$440,000 to complete this work.

I would recommend approval of the proposal from Strand Associates, in an amount not-to-exceed \$39,000, for the design and inspection of the Southwest Elevated Tank Rehabilitation Project. This work will be paid for from Water Department Capital Funds.



May 29, 2020

Mr. Brent Anderson
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

Re: Southwest Elevated Tank Rehabilitation

Dear Brent,

Thank you for the opportunity to provide this proposal to the City of Belvidere related to the rehabilitation of the Southwest Elevated Tank. This letter presents our understanding of the project along with our proposed scope of services and fee.

Project Understanding

We completed an observation report for the City's Southwest Elevated Tank in 2019 and identified some issues that should be addressed to prolong the life of the tank and maintain reliable operation. The following improvements are needed to the tank.

- Full abrasive blast and recoat of the tank exterior.
- Sediment cleaning, spot preparation, and recoating the interior wet.
- Spot prepare and touch-up coat the interior dry.
- Expansion joint replacement in the riser pipe with necessary structural improvements.
- Miscellaneous repairs and light bulb replacement.

We have extensive experience dealing with protective systems on steel tanks. Our approach, described in detail below, includes a scope of services that provides the necessary effort to complete all phases of this project successfully.

Approach and Scope of Services

We will use the information developed in the inspection report and discussions with City staff to develop drawings and specifications for bid and construction of the tank repainting project. We will prepare and submit final draft design documents for City review and prepare updated construction cost opinions.

The specifications and drawings will detail the existing coating removal, disposal, and surface preparation requirements; new interior and exterior coating systems; miscellaneous improvements; coordination of cathodic protection removal and reinstallation; and warranty and construction requirements.

Upon completion of design, complete bid documents will be prepared and the project will be publicly advertised for distribution to contractors. We intend to advertise the project electronically on QuestCDN.com. We will respond to contractor inquiries during the advertisement phase and will tabulate the results from the bids and provide a written summary of the results with recommendations. Documents will be submitted to the Illinois Environmental Protection Agency (IEPA), as necessary.

We propose the following design services:

- Prepare bid documents, including specifications and drawings
- Submit documents to the IEPA, as needed
- Provide updated opinion of probable cost

Mr. Brent Anderson
City of Belvidere
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May 29, 2020

- Provide bid support services, including using QuestCDN to electronically advertise the project, respond to bidder's questions, prepare addendum, coordinate electronic bidding, analyze and prepare recommendations based on bid results, and assist in the award of the Construction Contract

Following award of the contract by the City, we will prepare the required number of construction agreements for signature by the contractor and the City. We will review bonds and insurance documents returned with the signed construction agreement.

We will lead preconstruction and pre-painting meetings and provide minutes from each meeting. The contractor's construction schedule, schedule of values, and list of material suppliers and subcontractors will be reviewed at the preconstruction conference. A list of anticipated shop drawings will also be provided at the preconstruction meeting.

We will review and approve shop drawings, change orders, and payment applications provided by the contractor. We will address requests for information (RFI) received from the contractor and City. We will review the schedule provided by the contractor and will monitor the progress of the contractor daily. We will provide City staff with weekly updates based on construction activity.

We have included 16 total site visits to observe necessary repairs to the steel surface preparation, coating application, and thickness measurements. These 16 visits are in addition to visits for project closeout and final inspection services.

A list of items to be completed or corrected will be provided, together with substantial and final completion documentation. A final observation of the work will be completed, with the City and contractor in attendance, prior to making final payment to the contractor.

The following construction-related services are included:

- Organize and conduct preconstruction and pre-painting meetings and prepare meeting minutes
- Review shop drawings
- Review and respond to RFIs from the City and contractor
- Review and comment on contract construction progress schedules
- Review and process payment requests
- Review and process change orders
- Review contractor-provided record drawings
- Conduct periodic site visits to monitor the contractor's progress at the site
- Conduct two visits for final inspection services: the first visit will be used to prepare the punch list and tentative certificate of completion, and the second visit will verify that the contractor has made all necessary repairs and modifications, and includes final disinfection and start-up
- Assist City with processing project closeout items, including final acceptance, final payment application, consent of surety, and warranty documents

We typically provide a warranty inspection for tank repaint projects. Prior to the 1-year standard warranty expiration, we will visit the site and provide a detailed inspection of the site, foundation, and interior and exterior of the tank. Following the inspection, we will discuss our findings with the City and prepare a letter documenting any deficiencies requiring contractor action.

The following warranty services are included:

- Provide warranty inspection of the site and interior wet, interior dry, and exterior portions of the tank
- Prepare two copies of a warranty report documenting any deficiencies requiring contractor action

Mr. Brent Anderson
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Fee

We propose to provide this scope of services for an estimated not-to-exceed fee of \$39,000. The fee is broken down as follows.

Task	Fee
Design and Bid-Related Services	\$14,800
Construction-Related Services	\$22,700
Warranty Period Services	\$1,500
Total	\$39,000

Schedule

Tank painting in the upper Midwest is generally limited to the months of May through September, based on temperature limitations of the coatings. The bidding environment for tank rehabilitation projects is typically best during the winter and early spring, as contractors look to fill their schedules for the next year. The following schedule assumes the tank rehabilitation work will be completed in the 2021 tank painting season.

We anticipate having the final draft plans, specifications, and bid documents prepared and submitted to the City for final review in October of this year. The project documents will be finalized and ready for advertisement on January 8, 2021, followed by a 3-week bid period. Construction is anticipated to begin in May 2021. While the schedule shows substantial completion in August 2021, the contract documents will be written to limit the time the tank will be out of service. Warranty inspections will occur in July or August 2022, approximately 1 year after substantial completion of the project.

A detailed project schedule follows.

Item	Start Date	Completion Date
Design Phase	July 6, 2020	December 18, 2020
90% Design and Review Meeting	–	October 15, 2020
Final Bid Documents and IEPA Submittal	–	December 15, 2020
Bid and Contract Award Phase	January 8, 2021	March 2021
Project Advertisement	–	January 8, 2021
Bid Date	–	January 31, 2021
Contract Award and Execution	February 2021	March 2021
Construction Phase	May 1, 2021	September 15, 2021
Substantial Completion	–	August 30, 2021
Final Completion	–	September 15, 2021
Warranty Services Phase	August 15, 2021	August 30, 2022

If the City has any questions, please call me at 608-251-4843.

Sincerely,

STRAND ASSOCIATES, INC.®



Michael J. Forslund, P.E.

9901971/MJF:mah

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 6/2/2020
Re: Risk & Resilience Assessment and Emergency Response Plan – Water Department

Congress passed America's Water Infrastructure Act of 2018 which requires all community water systems serving more than 3,300 people to prepare a Risk and Resilience Assessment and develop an Emergency Response Plan. Our current Water Department capital budget includes \$52,500 to complete this work.

Attached to this Memo is a proposal from Strand Associates, in the amount of \$31,500, to complete this work. The assessment and response plan have to be completed and submitted to USEPA by June 30, 2021.

I would recommend approval of the proposal from Strand Associates, in the amount of \$31,500, to complete the Risk and Resilience Assessment and develop the Emergency Response Plan for our community water system to be submitted to USEPA for approval. This work will be paid for from Water Department Capital Funds.



June 2, 2020

Mr. Brent Anderson
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

Re: Risk and Resilience Assessment and Emergency Response Plan

Dear Brent,

Thank you for the opportunity to provide this letter proposal to the City of Belvidere related to completing a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP). This letter presents our understanding of the project along with a proposed scope of services and fee.

Project Understanding

America's Water Infrastructure Act of 2018 requires all community water systems serving more than 3,300 people to prepare a RRA and develop an ERP. The RRA is intended to characterize potential threats to water supply assets whether from natural disasters or malevolent acts. The assessment is broken down into a risk and resilience assessment of the physical assets and a cybersecurity component.

The City has a deadline of June 30, 2021, to complete the RRA and submit the self-certification to the United States Environmental Protection Agency (USEPA). The ERP is required 6 months after the City certifies compliance with the RRA requirements. The scope of services below provides detail on how the assessment will be completed.

Scope of Services

Proposed services can be described as follows.

Task 1 – Risk and Resilience Assessment

- Review existing reports and information provided by City, including, but not limited to:
 - 2003 Vulnerability Assessment and Related Updates
 - Capital Improvement Plans
 - Emergency Response Plan
 - Crisis Communications Plan
 - Hazard-specific Plans
 - Business Continuity Plan or Continuity of Operations Plan
 - Local Hazard Mitigation Plan
 - Information Technology (IT) Disaster Recovery Plan
 - Source Water Protection Plan
 - Facility-Specific Plans
 - Contact Information
 - Plans to Address Critical Customers
 - Current Utility System Information
 - Provisions for Training and Exercise
- Conduct a 1-day site visit for a basic visual condition assessment of the City's water supply, treatment, storage, and pumping facilities.
- Conduct two workshops with staff to discuss the various aspects of the risk and resilience effort and to gather information about critical procedures and functions throughout the water system.
- Prepare and deliver a RRA that satisfies the requirements of the America's Water Infrastructure Act of 2018 using the USEPA Risk and Resilience Assessment Checklist.
- Prepare the required letter text certifying completion of the America's Water Infrastructure Act of 2018 requirements for the City to print on letterhead and submit to the USEPA.

Mr. Brent Anderson
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 June 2, 2020

Task 2 – Emergency Response Plan

- Review the following information provided by City, if available:
 - Emergency Response Plan
 - Crisis Communications Plan
 - Hazard-specific Plans
 - Business Continuity Plan or Continuity of Operations Plan
 - IT Disaster Recovery Plan
 - Local Hazard Mitigation Plan
 - Source Water Protection Plan
 - Facility-specific Plans
 - Contact Information
 - Plans to Address Critical Customers
 - Current Utility System Information
 - Provisions for Training and Exercise

- Identify ERP contents that are to be added to meet the requirements of the America’s Water Infrastructure Act of 2018 based on AWWA Standards (Standards G430, G440, M19 and J100) and an all-hazards perspective.

- Conduct a Gap Analysis to identify plans and procedures that are recommended to be included with the City’s ERP based on the available standards of practice (AWWA and USEPA) and the results of the RRA.

- Incorporate City’s information into an ERP template for the City’s use.

Fee

We propose to provide this scope of services for an estimated not-to-exceed fee of \$31,500. The fee is broken down as follows.

Task	Fee
Task 1 – Risk and Resilience Assessment	\$24,000
Task 2 – Emergency Response Plan	\$7,500
Total	\$31,500

Schedule

The City has a compliance deadline of June 30, 2021, to submit the self-certification letter to the USEPA. The ERP is due 6 months after the City submits the RRA certification letter. To allow sufficient time to complete the RRA, we suggest the City authorize the scope of services no later than September 1, 2020. For budgeting purposes, the City could split the project costs evenly between 2020 and 2021 calendar years.

If the City has any questions, please call me at 608-251-4843.

Sincerely,

STRAND ASSOCIATES, INC.®



Michael J. Forslund, P.E.

9901971/MJF:mah

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 6/3/2020
Re: General Mills Request for Speed Limit Reduction

Attached to this memo is a request from General Mills to reduce the speed limit on East Pleasant Street adjacent to their property from 30 MPH to 25 MPH.

Since the remainder of East Pleasant Street has a posted speed limit of 25 MPH, I would recommend reducing the speed limit on East Pleasant Street adjacent to the General Mills property (city limits) to 25 MPH. Refer to the City Attorney for drafting of the appropriate ordinance.



GENERAL MILLS

To: Mr. Brent Anderson
Director of Public Works, Belvidere, IL
401 Whitney Blvd
Belvidere, IL 61008

From: Kristina Govern
Plant Manager, General Mills – Belvidere, IL
915 E. Pleasant St.
Belvidere, IL 61008

Monday, May 18, 2020

Dear Mr. Anderson,

General Mills, located at 915 E. Pleasant Street Belvidere, IL 61008, is writing to request a decrease in speed limit along the plant's property from the current 30 mph to a proposed 25 mph. The layout of the plant requires most of the the plant's 550 employees to park in lots located across the street from the main plant, and personnel must cross Pleasant Street to access the plant. Because most shift changes are at 6 AM and 6 PM, visibility to see these pedestrians crossing the street can be difficult. Rates of speed have also presented challenges with cars stopping in time for pedestrians in the process of crossing the street. As a result, there have been several near misses of personnel being struck by traffic.

The plant has investigated several options to mitigate this situation. An engineering study was completed to evaluate the feasibility of relocating parking to the main plant side of the street, however there is insufficient space for all vehicles to park. Actions are currently being taken in partnership with the City of Belvidere Public Works Department to improve crosswalks and enable the installation of new flashing signals, consistent with the other two other crosswalks at the facility. Additional street lighting is also under consideration. Regardless of these improvements, however, the plant believes that a reduction in speed limit is necessary to further mitigate the human safety risk.

We appreciate your consideration of this proposal and are willing to help in any way possible to enable this change.

Best regards,

A handwritten signature in blue ink that reads "Kristina Govern".

Kristina Govern
Plant Manager, General Mills – Belvidere, IL

June 3, 2020

To: Alderman

From: Becky Tobin

Re: DCEO 2020 Notice of Funding Opportunities

Dear Alderman:

The City of Belvidere has been notified of 2 different DCEO funding opportunities that have been made available to the City for bondable capital improvements. Representative Joe Sosnowski has secured \$300,000 to the City of Belvidere for general infrastructure projects. Representative Jeff Keicher has secured another \$100,000 to the City of Belvidere for the same purpose. These projects go through the DCEO grant process and are reimbursable in nature. These grant opportunities do not have a cost sharing or match requirement.

The Mayor, Public Works Director, and myself met to discuss what projects this money could help to fund. It is our recommendation that we use this \$400,000 in grant money to help pay for the stormwater detention projects that were approved in last year's budget. If you recall, 1.1 million dollars was budgeted for Dawngate Detention Improvements and the Low Flow Channel 6th to Appleton. These grant funds would help offset the General Fund money that would be needed for these projects.

I recommend a motion to approve applying for grant opportunity OGM-20-H-72 in the amount of \$300,000 and also applying for grant opportunity OGM-20-H-64 in the amount of \$100,000. Grant funds will be used toward the stormwater projects that were budgeted in FY 2020 and are still under construction.



708 Heartland Trl.
Suite 3000
Madison, WI 53717

T 608.826.3600
TRCcompanies.com

May 6, 2020

Mr. Austin Edmondson
Temporary County Administrator
Boone County Government
1212 Logan Avenue, Suite 102
Belvidere, IL 61008

Subject: Proposal for Providing Engineering Services Related to the Operation of the Blower/Flare System –
Belvidere (Boone County) Landfill #2
TRC Proposal No. 391709.9990

Dear Mr. Edmondson:

This letter presents TRC Environmental Corporation's (TRC's) proposal to assist Boone County and the City of Belvidere with the operation of the existing landfill gas extraction system for the Belvidere (Boone County) Landfill #2. It is the hope of TRC that field and analytical test results will support the shutdown of the existing flare.

We are pleased to offer this assistance to Boone County and the City of Belvidere and continue to help minimize costs associated with this landfill. To accept this proposal, please sign and return one copy of the enclosed Work Authorization.

Please contact me at 608-358-2669 with any questions you may have.

Sincerely,

TRC

A handwritten signature in blue ink, appearing to read "Michael Amstadt".

Michael Amstadt, P.E.
Principal Project Manager

Attachments: Proposal, Work Authorization, Schedule of Charges

cc: Brent Anderson – City of Belvidere
Joel Schittone – TRC

**Attachment 1
Proposal**

Proposal for Providing Engineering Services Related to the Operation of the Blower/Flare System – Belvidere (Boone County) Landfill #2

Project Objective

TRC's proposal has been developed to accomplish the following County/City objective:

- To determine if the landfill flare can be permanently shut down and if not, how best to run the gas extraction system.

Scope of Services

TRC will perform the services described below:

- Evaluate current landfill gas extraction (well, blower, and flare) and gas probe data.
- Perform a round of gas sampling by a TRC Technician after balancing the gas extraction system. Balancing the system will include maximizing methane extraction, while minimizing intrusion of oxygen into the landfill and methane migration system.
- Obtain a Summa canister of gas from the outlet of the blower and analyze the constituents using EPA Air Method Toxic Organics – 15 (TO-15), to determine the concentration of the gas emissions to the atmosphere.
- Determine flow rate of the blower while blower is operating.
- Evaluate the results of the TO-15 analyses and determine if emitting landfill gas into the atmosphere without combustion meets applicable regulatory requirements. Prepare a Technical Memorandum related to the findings and the proposed plan for moving forward to the County/City.
- Evaluate air permitting options based on results of gas sampling and prepare a Registration of Smaller Sources (ROSS) Program permit application, if applicable. Coverage under the ROSS program would eliminate the existing air permit and the need to submit annual Air Emissions Reports.

Deliverables

TRC will provide the County/City with the following:

- A working copy Technical Memorandum that summaries TRC's findings of our investigation and sampling.
- A final copy Technical Memorandum that includes comments from the County/City.
- ROSS permit application package, if applicable.

Schedule

TRC will start work on this project within one week after receiving your notice to proceed.

Proposed Fee

TRC proposes to perform the Scope of Services on a time-and-expenses basis in accordance with the attached Schedule of Charges for an estimated fee of **\$9,800.00**. TRC will not exceed the contract price without prior written approval from the County/City. Should the County/City request TRC to make changes in the services or to perform additional services, TRC will prepare a Change Order for acceptance by the County/City. Additional services will be performed in accordance with the attached Schedule of Charges.

Basis for Estimated Cost

- Costs associated with response actions and repairs outside the scope of this proposal, if necessary, will be billed on a time-and-materials basis.
- The blower will be operational when we make our site visit.
- ROSS application fees, if required, are not included in this cost estimate.

Terms of Contract

TRC proposes to perform the services under the Terms and Conditions between TRC Environmental Corporation, Boone County and the City of Belvidere, Illinois, dated March 12, 2012. To accept this proposal, please sign and return one copy of the enclosed Work Authorization Form.

Attachment 2 Work Authorization

Acceptance of TRC Proposal No. 391709.9990.0000

The signature below, by a duly authorized representative of Boone County/City of Belvidere, indicates acceptance of the above referenced proposal without exception. Acceptance is limited to the terms stated in this Agreement, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

Approved and accepted as of the date shown below

TRC

Boone County Government

By:



Signature

Michael Amstadt, P.E.

Printed Name

Principal Project Manager

Title

5/6/2020

Date

By:

Signature

Printed Name

Title

Date

City of Belvidere

By:

Signature

Printed Name

Title

Date

**Attachment 3
Rate Schedule**



**Boone County and the City of Belvidere, Illinois
Schedule of Charges
January 1, 2020 - December 31, 2020**

TRC LABOR CLASSIFICATION	HOURLY PERSONNEL CHARGES *
Administration	\$69.37
Senior Project Administration	\$90.18
Field/O&M Technician	\$78.62
Technician I	\$90.18
Technician II	\$98.27
Staff Technical I	\$101.74
Staff Technical II	\$114.46
Senior Technician, Designer	\$114.46
Project Technical I	\$130.64
Project Technical II	\$151.45
Senior Project Technical I	\$171.11
Senior Project Technical II	\$187.29
Consultant, Project, and Technical Management	\$203.48
Senior Consultant	\$219.67

* Personnel include direct and contract employees

Dispute Resolution Support: Services in support of disputes (arbitration, litigation, etc.) involving client's information or interests, such as responding to discovery requests and subpoenas, are chargeable at the above rates.

Providing testimony and use of key staff as subject matter experts (e.g., court appearances, depositions, regulatory hearings, or expert witness) are 1.75 times the above rates, with a minimum of 4 hours per day.

Other Charges:

- (1) A 3% Communication Fee will be applied to labor charges in lieu of separate reimbursement for photocopying, report production, faxing, computer usage, software usage, telephone charges, and postage costs.
- (2) Equipment Use: Std. Rate Sheet

Payment: Net thirty (30) days. Thereafter, one percent (1%) interest per month on the unpaid balance will be charged.

Memo

To: Mayor and City Council
From: Mike Drella
cc: City Clerk
Date: June 4, 2020
Re: Audio Visual and Broadcast Technology / Council Chambers

As you know the City broadcasts live and re-broadcasts its meetings and other meetings on Comcast Ch. 20 and YouTube. We have been doing this since the mid-2000's after the last renewal of our Comcast franchise agreement. In that Agreement, Comcast fronted the money for the purchase of equipment including video recorder, headend cameras etc. The money was paid back through a PEG fee that was placed on Comcasts bills for a period of time pursuant to federal law. As a part of that fee, additional money was collected and placed in a City account for replacement of equipment and upgrades. Currently, the City has \$26,666.16 dedicated for equipment upgrades and replacement.

We have encountered a series of problems with our audio / video broadcast capabilities:

- 1) We utilize a Leightronix Lexus video server to record and broadcast our meetings both live and recorded over Ch. 20. That same unit is used to store video which is then uploaded to the City's Youtube channel. Recently we have expanded our video offerings as you may have seen on Ch. 20. The Leightronix unit is beyond its useful life and no longer supported. It is no longer possible to get replacement parts in the event it fails. Finally, it requires the use of Flash Media player to create and edit the slides you see on Ch. 20. Flash Media player has known vulnerabilities to cyberattack. As such, IT would like us to discontinue its use as the Leightronix unit is a part of our local area network.
- 2) You may have noticed a recent degrade in the audio quality of not only our broadcasts but in the Council chambers as well. When this building was reconstructed in 2006, Audio Engineering installed the PA system in the Council chambers. The system was then used later to integrate into the Leightronix broadcast system. Audio Engineering has attempted to repair the older amplifiers, but they too are no longer supported. In order to resolve our issues, Audio Engineering indicates they should be replaced.
- 3) We currently have one camera for video recording our meetings. It is not easy to use it in the field if we wanted to record something like the Heritage Days Parade. Further, if it fails we have no backup. It would be wise to obtain another camera to expand capabilities and serve as a backup.

Given the need to seek out a replacement for our video server I sought competitive proposals from several companies. I utilized assistance from Comcast and other local entities who utilize video / audio production in locating entities that may be willing to provide proposals. I contacted seven different companies to obtain proposals for each of the above needs. Unfortunately, many were either closed or bought up by one of the others. One local firm, Audio Engineering, did provide a quote on the audio amplifiers, but declined to quote upon the video server. As such, below are three proposals for replacing the audio amplifiers in the Council chambers and two quotes that include replacing and upgrading the video recording and broadcast capabilities.

The video proposals quote the exact same video server. The quote from AVI Midwest, who is our current provider, is significantly more than the alternative quote for two reasons. First, AVI quotes a much higher labor component. Second, AVI quotes additional equipment which they feel we could use. The competitor Key Code Media claims the equipment is not needed. I contacted Leightronix directly and they confirmed Key Code's position. The additional AVI equipment may allow some additional capability such as adding on additional equipment in the future or playing a slide during recesses of Council meetings, but they are luxuries.

Vendor	Video	Audio	Total
KeyCode Media	19,514	1,136	20650
AVI	23,396	15,250	38,646
Audio Engineering		5,330	

RECOMMENDATION: Motion to approve the proposal from KeyCode Media for the purchase and installation of a new media server, new camera, new microphones for remote use and new audio system as set forth in the proposal quote number 209196v1.

Key Code Media - Illinois
1201 Wiley Road
Suite 100
Schaumburg, IL 60173
224-231-4866
www.keycodemedia.com



Leightronix server and camera upgrade

Quote # 209106 Version 1

Prepared for:
City of Belvidere

Prepared by:
Brian Allegretti

Leightronix Ultra Nexus-HD-X2

No.	Part #	Description	Qty	Price	Ext. Price
1	UltraNEXUS-HD X2	Network-Managed HD/SD Automation Controller and Digital Video Server (Recorder/Player)	1	\$9,796.00	\$9,796.00
2	BMD-CONVCMIC/HS/WP SU	Black Magic Micro Converter - HDMI to SDI w/Power Supply	1	\$52.00	\$52.00
				Subtotal:	\$9,848.00

Other Equipment

No.	Part #	Description	Qty	Price	Ext. Price
3		Field Camera			
4	PXW-Z150	Sony PXW-Z150 4K XDCAM Camcorder	1	\$2,752.00	\$2,752.00
5	SDSDXXY-128G-ANCIN	SanDisk 128GB Extreme PRO UHS-I SDXC Memory Card	2	\$36.00	\$72.00
6	LCNX100SKB	Sony SKB Hard Carrying Case for HXR-NX100 and PXW-Z150	1	\$210.00	\$210.00
7		New Mic - Option 1			
8	BLX14/CVL-H10	Shure BLX14/CVL Wireless Cardioid Lavalier Microphone System (H10: 542 to 572 MHz)	2	\$249.00	\$498.00
9	SM11-CN	Shure SM11-CN Omnidirectional Lavalier Dynamic Microphone	2	\$99.00	\$198.00
10	4754	Monoprice 25ft Premier Series XLR Male to XLR Female 16AWG Cable (Gold Plated) [Microphone & Interconnect]	2	\$24.00	\$48.00
11		New Mic - Option 2			
12		New Audio			
13	DL16S	Mackie DL16S 16-Channel Wireless Digital Live Sound Mixer with Built-In Wi-Fi	1	\$649.00	\$649.00
14	SPA2-200	QSC SPA Series ENERGY STAR 2-Channel Power Amplifier (200W/Channel)	1	\$487.00	\$487.00
15		Service			
16	LGX-WPT	Leightronix training: hourly	2	\$145.00	\$290.00
17	KCM-INT-MAT	Materials	1	\$275.00	\$275.00

Other Equipment

No.	Part #	Description	Qty	Price	Ext. Price
18	TSPRO-15	Install - Onsite integration of new Video equipment within existing infrastructure	2	\$1,695 00	\$3,390.00
19	TSPRO-15HD	Integration of additional Audio equipment plus onentation of new system	1	\$695 00	\$695 00

Subtotal: \$9,564.00

Streaming Solution

No.	Part #	Description	Qty	Price	Ext. Price
20	HELO	AJA VIDEO Video Recorder - Functions: Video Recording, Video Streaming, Audio Embedding - 2048 x 1080 - H 264, MPEG-4 - Network (RJ-45) - USB - Audio Line In - Audio Line Out - Portable	1	\$1,093 00	\$1,093.00

Subtotal: \$1,093.00

Leightronix server and camera upgrade



Prepared by:
Key Code Media - Illinois
 Brian Allegretti
 224-231-4864
 ballegretti@keycodemedia.com

Bill To:
City of Belvidere
 ,
 Mike Drella
 815-544-2612
 mdrella@ci.belvidere.il.us

Ship To:
City of Belvidere
 City of Belvidere
 401 Whitney BLVD
 Belvidere, IL 61008
 Mike Drella
 815-544-2612
 mdrella@ci.belvidere.il.us

Quote Information:
Quote #: 209106
 Version: 1
 Delivery Date: 06/03/2020
 Expiration Date: 06/30/2020
 Terms: Net30

Quote Summary

Description	Amount
Leightronix Ultra Nexus-HD-X2	\$9,848 00
Other Equipment	\$9,564 00
Streaming Solution	\$1,093 00
Subtotal:	\$20,505.00
Shipping:	\$146.00
Total:	\$20,650.00

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media - Illinois

City of Belvidere

Signature: _____

Signature: _____

Name: Brian Allegretti

Name: Mike Drella

Title: Regional Sales Manager

Date: _____

Date: 06/03/2020

Retail Sales Agreement



AVI Systems Inc., 717 West Algonquin Road Arlington Heights, IL, 60005 | Phone: (630)477-2300, Fax: (630)477-2301

Proposal Number: 1011558
Prepared For: Belvidere, City of
Attn: Michael Drella

Proposal Date: May 26, 2020

R1 Cable TV Playback Leightronix Server Upgrade

Prepared By: Thomas Burns
Phone: (630)477-2354
Email: thomas.burns@avisystems.com

BILL TO

Attn: Michael Drella
Belvidere, City of
401 Whitney Blvd Suite 100
Belvidere, IL, 61008-3710
Phone: (815)544-2612
Email: MDrella@ci.belvidere.il.us
Customer Number: 4773

SITE

Attn: Michael Drella
Belvidere, City of
401 Whitney Blvd Suite 100
Belvidere, IL, 61008-3710
Phone: (815)544-2612
Email: MDrella@ci.belvidere.il.us

PRODUCTS AND SERVICES SUMMARY

Equipment	\$15,553.00
Integration	\$7,543.00
PRO Support	\$0.00
Shipping & Handling	\$300.00
Tax	\$0.00
Grand Total	\$23,396.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI will invoice per the estimated payment schedule noted below, subject to modification due to executed change orders. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, etc.) are invoiced in summary.

Estimated Payment 1	\$9,358.40	40% Total Project Estimate Deposit, Due on Signature - No Tax Collected
Estimated Payment 2	\$9,358.40	80% Total Project Estimate (including any change orders) Paid by/Due on Equipment Delivery (plus tax on Payment 1 and 2)
Estimated Payment 3	\$4,679.20	Remaining 20% Total - On AVI Notice of substantial completion of original job as bid

Customer is to make payments to the following "Remit to" address:

AVI Systems
 NW8393 PO Box 1450
 Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](#) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

REF: 1071333

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Thomas Burns

Signature

Thomas Burns

Printed Name

5-26-2020

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The City of Belvidere would like to upgrade their Leightronix video server and associated cable playback system. The current server was installed in 2012 and is having technical issues and the unit is no longer supported by the vendor. The new system will function with HD video and is being proposed with a new camera for use in the main boardroom or for field interviews.

B. SYSTEM DESCRIPTION: Cable TV Server upgrade

- Functionality Description: Client will primarily use the new camera at the back of the boardroom mounted on an existing tripod. Some usage will be for field recordings that will be ingested into the server. The camera will output HDSI video to an existing wall panel. This wall panel also has the mixed audio from the rooms main audio mixing voice lift system. The signals wire back to the AVI server rack and will be combined and input to a new 12x12 HD router. The servers HD input and output will wire to the router and the router will feed a digital to analog down converter that will fee the Comcast modulator. This devices does not offer a frame synchronizer/aspect ratio converter as was previously proposed. The server output will feed an existing Marshall monitor and a wholer speaker for monitoring sound and picture if the servers playback output.
- Displays:
 - 1-Owner furnished rack mount monitor standard definition
- Source Devices:
 - 1-New HD camera mounted on existing tripod in the Boardroom. Camera can also be used in the field to shoot interviews.
 - 1-New Leightronix Ultra Nexus HD video Server. One input and one output.
- Audio:
 - 1-New dual channel wireless microphone receiver with a handheld mic and lapel mic. For use for field shooting interviews with the new camera.
 - Owner Furnished Mickie audio mixer for boardroom audio level adjustments
 - Owner Furnished Wholer Speaker Monitor
- Switching:

- 1-New 12x12 Clean Switch HD Router
- Owner furnished network switch for connection to the video server and router
- Controls:
 - Server is controlled via web browser access
- Equipment Location:
 - AV rack in existing IT server room

C. EXCLUSIONS: The following work is **not included** in our Scope of Work: All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement includes prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS: The room(s) match(es) the drawings provided.

- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.

- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.

- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

SYSTEM SUPPORT

The City of Belvidere is already under an AVI Service Contract which extends to 2021.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Headend Equipment					
ULTRANEXUS-HD X2	LEIGHTRONIX	Network-Managed HD/SD Automation Controller and Digital Video Server (Recorder/Player)	1	\$9,386.00	\$9,386.00
LGX-WPT	LEIGHTRONIX	LEIGHTRONIX ONLINE	1	\$180.00	\$180.00
BMD-CONVMCAUDS	BLACK MAGIC DE	Mini Converter - Audio to SDI	1	\$189.00	\$189.00
BMD-VHUBSMTCS6G1212	BLACK MAGIC DE	Smart Videohub CleanSwitch 12x12	1	\$1,445.00	\$1,445.00
BMD-CONVNTRM/BA/SDIAN	BLACK MAGIC DE	Teranex Mini - SDI to Analog 12G	1	\$490.00	\$490.00
BMD-CONVNTRM/YA/SMTPN	BLACK MAGIC DE	Teranex Mini - Smart Panel	1	\$85.00	\$85.00
BMD-CONVNTRM/YA/RSH	BLACK MAGIC DE	Teranex Mini - Rack Shelf	1	\$85.00	\$85.00
U1V	MIDDLE ATLANTI	1SP VENTED UTILITY SHELF	1	\$42.00	\$42.00
Sub-Total: Headend Equipment					\$11,902.00
Camera Equipment					
HXRNX100	SONY	1.0-type NXCAM Camcorder	1	\$1,572.00	\$1,572.00
RM1BP	SONY	Sony RM-1BP - Remote control - cable - for Sony HVR-Z1J, HXR-MC88, NXCAM HXR-NX100, NX3, NX3/1, NX3/	1	\$239.00	\$239.00
ECMVG1	SONY	Sony ECM-VG1 - Microphone - for Sony HXR-MC88, NXCAM HXR-NX200, XDCAM PDW-850, PXW-FS5M2, FS5M2K, FX	1	\$200.00	\$200.00
URXP03D/14	SONY	2 Channel Wireless audio receiver	1	\$579.00	\$579.00
SMADP3D	Sony	Hot Shoe Mount for Wireless Receiver	1	\$69.00	\$69.00
UTXB03/14	SONY	Wireless Bodypack Transmitter	1	\$355.00	\$355.00
UTXM40/14	SONY	Wireless Handheld Microphone	1	\$349.00	\$349.00
MDR7506	SONY	Sony MDR-7506 - Headphones - full size - wired - 3.5 mm jack - for Sony HVR-V1P, NXCAM NEX-FS100, FS	1	\$99.00	\$99.00
CAR-NX100	PORTABRACE	Cargo Case Sony HXR-NX100 Black	1	\$140.00	\$140.00
SDSDXXY-128G-ANCIN	WDT	128GB EXTREME PRO SD 170/90MB/S RW C10 UHS U3 V	1	\$49.00	\$49.00

Sub-Total: Camera Equipment **\$3,651.00**

Installation Labor

Project Management
On Site Integration
Integration Cables & Connectors
Testing & Acceptance
Travel Expense
Engineering & Drawings

Sub-Total: Installation Labor **\$7,543.00**

Total: **\$23,096.00**

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. **Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. **Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. **Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. **Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. **No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

Retail Sales Agreement



AVI Systems Inc., 717 West Algonquin Road Arlington Heights, IL, 60005 | Phone: (630)477-2300, Fax: (630)477-2301

Proposal Number: 1011553
Prepared For: Belvidere, City of
Attn: Michael Drella

Proposal Date: May 26, 2020

Boardroom Sound System Upgrade

Prepared By: Thomas Burns
Phone: (630)477-2354
Email: thomas.burns@avisystems.com

BILL TO

Attn: Michael Drella
Belvidere, City of
401 Whitney Blvd Suite 100
Belvidere, IL, 61008-3710
Phone: (815)544-2612
Email: MDrella@ci.belvidere.il.us
Customer Number: 4773

SITE

Attn: Michael Drella
Belvidere, City of
401 Whitney Blvd Suite 100
Belvidere, IL, 61008-3710
Phone: (815)544-2612
Email: MDrella@ci.belvidere.il.us

PRODUCTS AND SERVICES SUMMARY

Equipment	\$5,776.00
Integration	\$7,822.00
PRO Support	\$1,500.00
Shipping & Handling	\$152.00
Tax	\$0.00
Grand Total	\$15,250.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

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Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI will invoice per the estimated payment schedule noted below, subject to modification due to executed change orders. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, etc.) are invoiced in summary.

Estimated Payment 1	\$6,100.00	40% Total Project Estimate Deposit, Due on Signature - No Tax Collected
Estimated Payment 2	\$6,100.00	80% Total Project Estimate (including any change orders) Paid by/Due on Equipment Delivery (plus tax on Payment 1 and 2)
Estimated Payment 3	\$3,050.00	Remaining 20% Total - On AVI Notice of substantial completion of original job as bid

Customer is to make payments to the following "Remit to" address:

AVI Systems
 NW8393 PO Box 1450
 Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](#) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

RSA: 1011555

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Thomas Burns

Signature

Thomas Burns

Printed Name

5-26-2020

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The City would like to upgrade their boardroom sound system which is over 10 years old. The sound system is used to record the audio sessions on a portable Tascam recorder and to send the mixed audio to the cable cast Leightronix server. The room does not have a voice lift component or audio teleconferencing capabilities but this could be easily added in the future. The upgrade will involve a new wireless mic transmitter, and a new audio processor. The existing Shure table mics will remain. The new system will have a user control component which will be in the form of a wired touch panel that can be used by staff. The new processor is capable

B. SYSTEM DESCRIPTION: Boardroom Sound System Upgrade

- Source Devices:
 - 14-Owner furnished Shure table mics
 - Tascam owner furnished digital recorder
 - 1-Owner furnished Shure wireless mic receiver with a Handheld and a new bodypack lapel mic
 - 1-New Shure wireless mic receiver with a handheld and bodypack lapel mic
- Audio:
 - 1-New 2-Channel Audio Amplifier
 - 8-Owner furnished Bose ceiling speakers. 2-Zones Hallway and Boardroom
- Conferencing:
 - Telephone audio conferencing. Telephone system backend TBD VOIP/Analog PBX
- Controls:
 - 1-7" wired touch panel for audio control of mix, master sound level, individual mic level, telephone conference call dialing, and global mute.
- Equipment Location:
 - Small rack located under the boardrooms front desk

C. EXCLUSIONS: The following work is **not included** in our Scope of Work: All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

- Concrete saw cutting and/or core drilling

- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS: The room(s) match(es) the drawings provided.

- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution,

integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.

- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

SYSTEM SUPPORT

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support	Unified Communications	Digital Media	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included			Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included			Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included			Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included			Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included			
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included			Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included			Two (1) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included			

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

CUSTOMER CARE – SYSTEM SUPPORT

Remote-Onsite Technical Support

- Help Desk phone number: 952-949-6009
- Help Desk email: chicagoservice@avisystems.com

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood,

wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Boardroom Audio Equipment					
BLX1=-H9	SHURE	Bodypack Transmitter	2	\$124.00	\$248.00
CVL-B/C-TQG	SHURE	CVL Centraverve Lavalier Condenser Microphone	2	\$38.00	\$76.00
BLX2/PG58=-H9	SHURE	Handheld Transmitter with PG58 Microphone	1	\$128.00	\$128.00
BLX4=-H9	SHURE	Wireless Receiver	1	\$147.00	\$147.00
OFE	OWNER	Owner Furnished Shure One Channel Wireless Receiver	1	\$0.00	\$0.00
FG-901367-00	QSC	DIGITAL,Q-SYS CORE 110f-NA,100-240V	1	\$2,565.00	\$2,565.00
SL-001004-00	QSC	Q-SYS Core 110 Scripting Engine Software License, Perpetual	1	\$257.00	\$257.00
SL-001009-00	QSC	Q-SYS Core 110 UCI Deployment Software License, Perpetual	1	\$129.00	\$129.00
FG-117010-01	QSC	DIGITAL,TSC-7W-BK,Q-SYS 7" IN-WALL TOUCH PANEL	1	\$1,153.00	\$1,153.00
TL-SG1005P	TP LINK	5-Port Gigabit Desktop Switch with 4-Port PoE - 5 x Gigabit Ethernet Network - Twisted Pair	1	\$77.00	\$77.00
AMP-2100	CRESTRON	Dual-Channel Modular Power Amplifier, 100W/Ch., 4/80.	1	\$545.00	\$545.00
OFE	OWNER	Owner Furnished Bose Ceiling Speakers	8	\$0.00	\$0.00
BRK8-22	MIDDLE ATLANTI	8SP(14)RACK22 DEEP	1	\$202.00	\$202.00
PDC-915R-2	MIDDLE ATLANTI	9OUT 15A 2STAGE NTFY CTRL	1	\$207.00	\$207.00
PHBL-1	MIDDLE ATLANTI	1SP FLAT ALUM BLANK PANEL	3	\$14.00	\$42.00
Sub-Total: Boardroom Audio Equipment					\$5,776.00
Installation Labor					
Project Management					
Programming					
In Shop Fabrication					
On Site Integration					
Testing & Acceptance					
Training					
Travel Expense					
Engineering & Drawings					
Integration Cables & Connectors					
Sub-Total: Installation Labor					\$7,822.00

Total:

\$13,598.00

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$1,500.00	\$1,500.00

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

- 1. Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
- 2. Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
- 3. Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
- 4. Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
- 5. Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
- 6. Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncurd material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and

waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

AUDIO ENGINEERING, INC.

5155 Torque Drive • Loves Park • Illinois • 61111
Phone: (815) 877-3755 • Fax: (815) 877-3891 • www.audio-engineering.com

Proposal for City of Belvidere: Boardroom PA Repairs/Upgrades

We are pleased to quote the following price for repairing/upgrading the existing board room sound system at your facility. The following is a list of the equipment and labor required to complete the project.

Equipment List:

- 1 - Symetrix 16-channel Digital Signal Processor
- 1 - QSC 2-Channel Power Amplifier
- x - Labor to Install Equipment as Required
- x - Labor to Program DSP and Interface with Existing Sound Equipment

TOTAL INSTALLED PRICE: \$ 5,330.00

If you have questions regarding this proposal, please feel free to give us a call.
We appreciate the opportunity to serve you.

Sincerely,

Mike Schindler

Signed Acceptance of Proposal _____ Date _____

Purchase Order Number _____ Date _____

Please mail or fax purchase order to Audio Engineering

- | |
|---|
| <ul style="list-style-type: none">➤ <i>Proposal valid for 30 days from date published</i>➤ <i>Unless otherwise indicated, work will be performed during the normal business hours of Monday through Friday 8AM – 4:30PM</i>➤ <i>Down payment of 35% due upon acceptance of proposal</i>➤ <i>Payment terms: Net 10 days</i>➤ <i>Late payment penalty: 1.5%/month accumulated</i> |
|---|

Memo

To: Mayor and City Council
From: Mike Drella
cc: City Clerk
Date: June 2, 2020
Re: Harassment Policy

Last year the General Assembly amended state requirements regarding harassment. First, an annual training for all employees is now required. Second, they included elected officials as covered individuals with respect to harassment policies. Specifically, municipalities are required to have a sexual harassment policy concerning harassment of one elected official against another. Finally, harassment has been extended to cover not just harassment of another employee but also harassment of non-employees who are performing services for the employer such as contractors and consultants.

Attached is a revised harassment policy that addresses these changes.

Recommended Motion: Motion to approve and forward to City Council in resolution or ordinance form the attached Harassment Policy.

EXHIBIT A

NO HARASSMENT POLICY

I. General

It is unlawful to engage in sexual harassment as defined below. All persons have a right to work in an environment free from sexual harassment. Sexual harassment of any person by any municipal official, agent, employee, agency or office on the basis of sex or gender is prohibited regardless of any employment relationship or lack thereof. An employer who violates this Article shall be disciplined up to and including termination. All investigations and discipline shall comply with relevant state statutes and collective bargaining agreements. This Article shall apply to all officials and employees of the City regardless of their status under a relevant collective bargaining agreement.

II. Definition of Sexual Harassment.

a) Sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended. According to the Illinois Human Rights Act, sexual harassment is defined as: Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

b) Conduct which may constitute sexual harassment includes:

- (1) Verbal – sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements of a sexual nature about other employees who are not present.
- (2) Non-Verbal – suggestive or insulting sounds, whistling, leering, obscene gestures, sexually suggestive bodily gestures, “catcalls”, “smacking” or “kissing” noises.
- (3) Visual – posters, signs, pin-ups or slogans of a sexual nature.
- (4) Physical – touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.

- (5) Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

c) The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. Sexual harassment is assessed and determined by a standard of what would offend a "reasonable person".

III. Responsibility of Employees

- a) Each individual employee has the responsibility to refrain from Sexual Harassment, or any harassment.
- b) An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct. The harassing employee will be subject to disciplinary action up to and including discharge in accordance with City policy or a relevant collective bargaining agreement, as appropriate.

IV. Responsibility of Supervisory Personnel

- a) Each supervisor is responsible for maintaining a workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing immediately with sexual harassment as with all other forms of employee misconduct.
- b) Supervisors shall act quickly and responsibly to investigate reports of sexual harassment, report it, end it, implement appropriate disciplinary action, and observe strict confidentiality upon any complaint of sexual harassment. This also applies to cases in which an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint. Investigations of employees subject to the jurisdiction of the Board of Fire & Police Commission shall comply with all relevant statutes.
- c) In addition, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

V. Procedure for Reporting Sexual Harassment:

- a) An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

b) Any employee may report conduct which is believed to be sexual harassment, including the following:

(1) *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, or outside the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

(2) *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the city manager or administrator, or the chief executive officer of the municipality.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

(3) *Resolution Outside Municipality.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR or EEOC complaint must be filed within the times permitted under Illinois Human Rights Act or the regulations of the EEOC.

(4) *Allegations of Sexual Harassment made against an elected official of the governmental unit by another elected official of a governmental unit.* In addition to the methods of reporting included above, an elected official may request an independent review of a complaint of sexual harassment by another elected official. The request shall be made to the Mayor, City Attorney or City Clerk. The official receiving the request shall take immediate action in keeping with the procurement process of the municipality to retain a qualified individual or entity for the independent review of the allegations of sexual harassment in violation of this policy. The outcome of the independent review shall be reported to the corporate authorities.

c) Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

VI. Prohibitions on Retaliation for Reporting Sexual Harassment Allegations

- a) No municipal official, municipal agency or municipal employee shall take any retaliatory action against any municipal employee due to a municipal employee's:
 - (1) Disclosure or threatened disclosure of any violation of this policy,
 - (2) The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
 - (3) Assistance or participation in a proceeding to enforce the provisions of this policy.
- b) For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's involvement in protected activity pursuant to this policy.
- c) No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation. Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:
 - (1) Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
 - (2) Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
 - (3) Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.
- d) Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative

hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

- e) According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.
- f) An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

VII. Consequences For Knowingly Making A False Report

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

VIII. Training

Department Heads shall ensure that each employee shall complete a Sexual Harassment Prevention Annual Training program, approved by the City Clerk, no later than August 1 of each year. Certification of completion of the Sexual Harassment Prevention Annual Training Program shall be forwarded to the City Clerk for inclusion in each employees personnel

manual. For purposes of this Policy only, the term 'employee' includes full-time, part-time, intern and independent contracting personnel.

J:\Draft Ordinances\Harassment policy 2020.docx



**BELVIDERE
FIRE
DEPARTMENT**

**123 S. State St.
Belvidere, IL 61008**

Fire Chief and Administration Offices

(815)544-2242

Fax (815)544-2278

To:	Mayor Chamberlain & City Council	Today's Date:	June 2, 2020
From:	Chief Hyser <i>AA</i>	Effective Date:	June 8, 2020
Subject:	Agenda Item for Committee of the Whole		

Please be advised that the Belvidere Fire Department has received a donation in the amount of \$500.00 (Check #0621816) from Walmart. Walmart has donated this money to the Belvidere Fire Department to help fund their fire prevention activities.

Motion: To accept the donation of \$500 from the Walmart Corporation to be utilized towards fire prevention.

Chief Al Hyser

Chief Al Hyser