

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
SEPTEMBER 25, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
BLOOMINGTON CENTER FOR PERFORMING ARTS (BCPA) AUDITORIUM
600 N. EAST STREET, BLOOMINGTON, IL 61701
MONDAY, SEPTEMBER 25, 2023, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.

7. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the August 28, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve Bills and Payroll in the Amount of \$11,053,279.53, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action to Approve a Change Order to the Purchase Order #20230173-000 for the South America Project at Miller Park Zoo, in the Amount of \$12,571.99, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Change Order be approved.)*
- D. Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2024 Street, Alley, and Sidewalk Maintenance Project Agreement Between the City of Bloomington and George Gildner, Inc., in the Amount of \$124,300, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- E. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements

and Approve an Agreement with Stryker Medical Regarding ALS360 Asset Management Program, in the Amount of \$4,287,062.10 Over 10 Years, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.) (Presentation by Cory Matheny, Deputy Fire Chief, 5 minutes; and City Council Discussion, 10 minutes.)

- F. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 1233 Dogwood Lane, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)
- G. Consideration and Action on an Application from the Bloomington Normal Sunrise Rotary, Requesting the Creation of a Class LB (Limited, Beer & Wine Only) Liquor License for an Event to be Held on Sunday, October 15, 2023, from 2:00 p.m. to 4:00 p.m. at 1704 G. E. Rd., as requested by the City Clerk Department. (Recommended Motion: The Application be approved.)

8. Regular Agenda

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: September 25, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the August 28, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, AUGUST 28, 2023, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 P.M., Monday, August 28, 2023. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

The following item was presented:

Item 5.A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officer Jacob Shepard upon Completion of the Probationary Period, as requested by the Police Department.

Chad Wamsley, Assistant Police Chief, provided a brief background of Officer Shepard and his accomplishments. He then recognized him for completing his probationary period.

The following item was presented:

Item 5.B. Proclamation for American Passion Play 100 Year Run, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Dan Leifel, Member of the Board of Trustees for the American Passion Play, along with two other members, accepted the Proclamation. Mr. Leifel provided a brief history of the American Passion Play and presented City Council with a commemorative picture in honor of Delmar Darrah, the American Passion Play founder. The picture will be hung at the Bloomington Center for Performing Arts.

The following item was presented:

Item 5.C. Recognition of a Board and Commission Appointment, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the appointment of Mary Ann Cullen to the Planning Commission.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. The following emailed public comment: (1) Julie Emig; (2) Lua Travis; (3) Melissa Libert; and (4) Jean Swee/Paul Bailey. The following spoke in person: (1) Brad Stefl; (2) Carolyn Jarvis; (3) Joe Gibson; (4) Janine Toth; (5) Scott McCormick; (6) Joe Strano; (7) Jonathan DeLashmit; and (8) Lisa Weathersbee. Ryan Kerr and Jean Swee registered to speak, but opted out when called. Paul Bailey and Lua Travis registered to speak, but were not present at the meeting.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Ward, to approve the Consent Agenda with the exception of Items 7.M., 7.J., and 7.I.

Item 7.A. Consideration and Action to Approve the Minutes of the July 24, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve the Minutes of the August 14, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.C. Consideration and Action to Approve Bills and Payroll in the Amount of \$7,219,647.99, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.D. Consideration and Action to Approve an Appointment and Reappointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointment and Reappointments be approved.)

Item 7.E. Consideration and Action on the Purchase of the Bobcat UW56 Toolcat Utility Vehicle for the Arena from Clark Equipment Company (Bobcat of Bloomington), in the Amount of \$70,088.62, as requested by the Arts & Entertainment Department, and the Facilities Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.F. Consideration and Action to Approve a Worker's Compensation Claim Settlement Involving Lead Fleet Technician James Houk, in the Amount of \$130,759.50, as requested by the Human Resources Department. (Recommended Motion: The proposed Worker's Compensation Settlement be approved.)

Item 7.G. Consideration and Action on an Agreement with Walker Consultants, Inc., for the Lincoln Garage Rehabilitation Project, in the Amount of \$89,550, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.H. Consideration and Action to Approve an Agreement with All City Management Services, Inc., for Crossing Guard Services for the 2023-2024 and 2024-2025 School Years, for a Maximum Amount of \$261,828.90, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.I. was pulled from the Consent Agenda by Council Member Boelen.

Item 7.J. was pulled from the Consent Agenda by Council Member Lee.

Item 7.K. Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the Property Located at 1508 S. East Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 082

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR VEHICLE REPAIR & SERVICE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1508 S. EAST STREET

Item 7.L. Consideration and Action on an Ordinance Approving a Special Use Permit for a Live/Work Unit in the B-1 (General Commercial) District, for the Property Located at 806 S. Eldorado Road, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 083

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A LIVE/WORK UNIT IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 806 S. ELDORADO ROAD

Item 7.M. was pulled from the Consent Agenda by Council Member Ward.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler
Motion carried.

Items Pulled from the Consent Agenda

The following item was presented:

Item 7.M. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for a Portion of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Replacement Program (Bid #2024-07), in the Amount of \$184,000, as requested by the Public Works Department.

Council Member Ward explained that she had pulled the Item to highlight the additional sidewalk projects.

Council Member Ward made a motion, seconded by Council Member Hendricks, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler
Motion carried.

ORDINANCE NO. 2023 - 084

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH GEORGE GILDNER, INC., FOR A PORTION OF THE FISCAL YEAR 2024 SIDEWALK, CURB, AND GUTTER PROGRAM (BID #2024-07), IN THE AMOUNT OF \$184,000

The following item was presented:

Item 7.I. Consideration and Action to Approve a Motor Fuel Tax Resolution for Improvement Under the Illinois Highway Code to Obligate Rebuild Illinois Grant Funds for

Hamilton Road, from Bunn Street to Morrissey Drive, in the Amount of \$5,048,900.46, as requested by the Public Works Department.

Council Member Boelen explained that she had pulled the Item to highlight the decade-long project and provided a brief history on the development. She commented to potential grant funding.

Council Member Boelen made a motion, seconded by Council Member Crumpler, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Item 7.J. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R- 1B (Single-Family Residence) District, for the Property Located at 1004 Durham Drive, as requested by the Economic & Community Development Department.

Council Member Lee wished to table the Item so he could have additional time to consult residents of his Ward.

Council Member Lee made a motion, seconded by Council Member Montney, to table the Item to the September 11, 2023, Council meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Becker, Lee, Crumpler

NAYES: Kearns, Danenberger, Hendricks, Ward

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action on an Ordinance Amending the Bloomington City Code Regarding its Various Departments and Separating the Functions of Public Works, as requested by the Administration Department.

City Manager, Tim Gleason, introduced the Item and provided a brief overview of the current Public Works Department and the proposed reorganization.

Deputy City Manager, Jeff Jurgens, then provided a detailed breakdown sharing how the existing Department was being proposed to be split into three departments. He discussed challenges under the current structure and the significant number of projects handled. He shared opportunities to expand the services and implement succession planning within the smaller departments. He presented in detail each of the proposed departments: (1) The Public Works Department, which would primarily focus would be streets, sewers, and solid waste; (2) the Water Department, which would focus on water only; and (3) the Department of Operations & Engineering Services, which would primarily focus engineering, fleet, facilities, and public services support. He shared that he had spent two days talking with current Public Works employees, as well as multiple unions getting feedback on the proposed changes, and all were supportive.

Council Member Crumpler appreciated the time Mr. Jurgens had spent talking about the proposed changes with staff. He and Mr. Jurgens then discussed the positive feedback.

Council Member Montney expressed appreciation for the consideration to create accountability and focus on service delivery.

Council Member Ward made a motion, seconded by Council Member Boelen, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

ORDINANCE NO. 2023 - 081

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE REGARDING ITS VARIOUS DEPARTMENTS AND SEPARATING THE FUNCTIONS OF PUBLIC WORKS

Finance Director's Report

Scott Rathbun, Finance Department Director, addressed Council and discussed that approval of the Public Works Department reorganization would not affect financial structure. He presented the Fiscal Year ("FY") Financial Summary as of July of 2023. He noted various budget amendments, their effect on the budget, and then discussed year-to-date figures and encumbrances, defining encumbrance. He briefly discussed major tax revenues, General Fund Revenues and Expenditures, and Enterprise Funds, noting minimal changes. He concluded by reminding the community where to locate the City's budget materials.

City Manager's Discussion

City Manager Gleason discussed multiple upcoming events downtown. He then reported that all Council and Committee of the Whole meetings would continue to be held at the Bloomington Center for Performing Arts ("BCPA") until October as construction continued in the Government Center Boardroom.

Mayor's Discussion

Mayor Mwilambwe shared the former mayor Jesse Smart had recently passed. He recognized Mayor Smart for his significant role in enhancing the community and quality of life during his time as a Council Member from 1977 to 1985 and as Mayor from 1985 to 1997. He then asked for all those present to share in a moment of silence in Mayor Smart's honor.

Council Member's Discussion

Council Member Danenberger requested that, due to the significant public interest and concern, the City Manager and Mayor add 1 Whites Place to the next Council agenda to discuss zoning issues.

Council Member Ward supported Council Member Danenberger's request.

Executive Session

Item 13.A. Personnel Performance Evaluation - Section 2(c)(1) of 5 ILCS 120

Council Member Boelen made a motion, seconded by Council Member Crumpler, to enter into Executive Session per Section 2(c)(1) of 5 ILCS 120 to discuss the City Manager's Performance Evaluation.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Council left the room at 7:27 P.M.

Adjournment

Council returned to the room at 9:09 P.M.

Council Member Boelen made a motion, seconded by Council Member Danenberger, to return to open session and adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 9:11 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: September 25, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$11,053,279.53, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$11,053,279.53 (Payroll total \$2,967,693.80, Accounts Payable total \$7,880,649.06, Bank Transfers total \$37,769.60, and Procurement Card Purchases total \$167,167.07).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Sheryl McDaniel, Accountant

ATTACHMENTS:

[FIN 1B Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
9/8/2023	\$ 2,416,840.85	\$ 549,708.65	\$ 2,966,549.50

9/14/2023	\$ (329.00)	\$ (25.17)	\$ (354.17)
9/14/2023	\$ 1,329.00	\$ 169.47	\$ 1,498.47

Off Cycle Adjustments

PAYROLL TOTAL \$ 2,967,693.80

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range
9/25/2023	AP General	\$ 7,749,791.03	07/04/23-08/01/23
9/25/2023	AP JMScott	\$ -	
9/25/2023	AP Comm Devel	\$ -	
9/25/2023	AP IHDA	\$ -	
9/25/2023	AP Library	\$ 54,715.68	
9/25/2023	AP MFT	\$ -	
9/12/23-9/13/23	Out of Cycle	\$ 76,142.35	
8/01/23-8/31/23	AP Bank Transfers	\$ 37,769.60	
	AP TOTAL	\$ 7,918,418.66	
			PCARD TOTAL \$167,167.07

GRAND TOTAL \$ 11,053,279.53

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: September 25, 2023

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action to Approve a Change Order to the Purchase Order #20230173-000 for the South America Project at Miller Park Zoo, in the Amount of \$12,571.99, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Change Order be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: This South American Phase I Project is nearing completion and represents the third animal project coming from the Miller Park Zoo's Master Plan. The Project includes three new exhibits: Galapagos Tortoise, Giant Anteater, Chilean Pudu, and Bush Dogs. These new exhibits meet modern zoological practices and will replace the older wooden exhibits of the Red Panda, Pallas's Cat, Eurasian Eagle-Owl, and Rainforest Theater that have outlived the usefulness of these exhibits.

A change order is being requested in the amount of \$12,571.99 to cover items meeting upgraded zoological standards that came about after the initial project design phase including a hand washing sink and water heater to comply with Occupational Safety and Health Administration ("OSHA") regulations. Hose bibs were also added to make cleaning of the building and exhibits possible. Lastly, the sanitary sewer line was rerouted due to an error in design.

This change order does not necessitate an increase in the \$1.095 million project cost made up of an agreement with PJ Hoerr, Inc. for \$1,062,200 (Bid #2022-15) and project oversight of \$33,700 with Farnsworth, Inc. This change will be covered as part of unused funds from the design agreement. The entire project cost is funded by non-City sources including a \$750,000 Illinois Department of Natural Resources Grant, \$250,000 from the Miller Park Zoological Society, and \$100,000 from the Ewing Zoo Foundation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Miller Park Zoological Society,

Ewing Zoo Foundation, and State of Illinois Department of Natural Resources

FINANCIAL IMPACT: If approved, a change order to the Purchase Order #20230173-000 for the South America Project at Miller Park Zoo, in the amount of \$12,571.99 will be processed from the Capital Improvement-Park Construction Improvement Project account (40100100-72570). If the overall Capital Improvement Fund would exceed budgeted expenditures at year end, a budget amendment would be brought to City Council for consideration.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-2 (Ensure maximum usage of the City's parks and recreational facilities and associated resources), Objective HL-2.1 (Ensure easy access and availability of park facilities for residents as well as community groups)

Respectfully submitted for consideration.

Prepared by: Derri Kerrick, Parks Project Manager

ATTACHMENTS:

[P&R 1B Billing Packet](#)



Peoria Office: 107 N. Commerce Place, Peoria, IL 61604 • Phone: 309.688.9567 • Fax: 309.688.9556

Bloomington/Normal Office: 117 Merle Lane, Normal, IL 61761 • Phone: 309.888.9567 • Fax: 309.888.9556

August 11, 2023

CITY OF BLOOMINGTON

Attention: Derri Kerrick

115 E. Washington St.
Bloomington, IL 61701

Re: MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT
1020 S. Morris Avenue
Bloomington, IL 61701
Your Reference No. PO# 20230173-00
PJHI Project No. 70580
Application No. 10 ; Invoice No. C23389

Dear Derri:

Enclosed is a copy of our final billing for the MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT project listed above. Also enclosed our final waiver, in the full adjusted contract amount. Please process for payment.

Feel free to call upon the Project Manager, Dave Wilson, or myself should you have any questions or require any further information.

Very truly,

Sara Bryant, Project Coordinator

P. J. HOERR, INC.

Enclosures: Billing Application #10 - 1 copy
Final Waiver of Lien





Peoria Office: 107 N. Commerce Place, Peoria, IL 61604 • Phone: 309.688.9567 • Fax: 309.688.9556

Bloomington/Normal Office: 117 Merle Lane, Normal, IL 61761 • Phone: 309.888.9567 • Fax: 309.888.9556

FINAL WAIVER OF LIEN - MATERIAL OR LABOR

STATE OF ILLINOIS)
) S.S.
PEORIA COUNTY)

TO ALL WHOM IT MAY CONCERN:

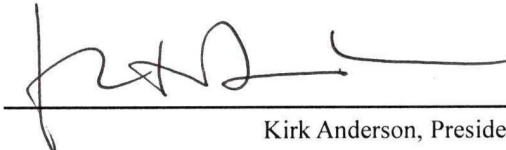
PJHI Project No.: [REDACTED]
Application No.: [REDACTED]
Invoice No. [REDACTED]
Federal Tax ID No.: [REDACTED]

August 11, 2023

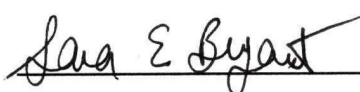
WHEREAS, we the undersigned **P. J. HOERR, INC.** have been employed by **CITY OF BLOOMINGTON** to furnish Labor and Materials for the project known as **MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT**, Located at 1020 S. Morris Avenue, Situated in the City of Bloomington, County of Mclean, State of Illinois.

NOW THEREFORE, KNOW YE, That we the undersigned, for and in consideration of **ONE MILLION SEVENTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-ONE AND 99 / 100** [**\$1,074,771.99**] Dollars, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim, or right of lien on said above described building and premises under "An Act to Revise the Law in Relation to Mechanic's Liens," approved May 18, 1903, in force July 1, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said **CITY OF BLOOMINGTON** for said building premises.

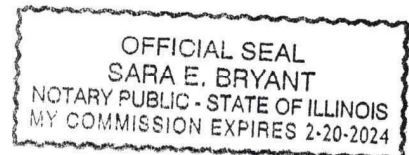
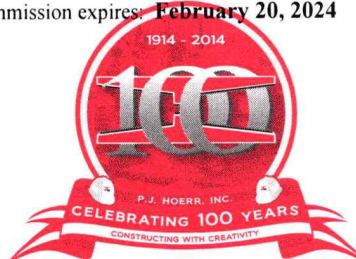
Given under our hand and seal this **11th** day of **August, 2023**

By: 
Kirk Anderson, President

State of: **Illinois** County of: **Peoria**
Subscribed and affirmed to before me this **11th** day of **August, 2023**

Notary Public: 

My Commission expires: **February 20, 2024**



APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: CITY OF BLOOMINGTON
115 E. Washington St.
Bloomington IL 61701

Project: MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT
Site: 1020 S. Morris Avenue
Bloomington, IL 61701

From Contractor: P. J. HOERR, INC.

Dave Wilson, Project Manager
107 N. Commerce Place
Peoria, IL 61604

Via: CITY OF BLOOMINGTON

Derri Kerrick
115 E. Washington St.
Bloomington, IL 61701

Contract For:

Application No.

Invoice #:

Period To: 7/31/2023

PJHI Project No.: 70580

Contract Date:

Customer Ref: PO# 20230173-00

Copies: Distribution to :

☐ Construction Manager

☐ Architect

☐ Owner

☒ Owner's Representative

☐

☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$ 1,062,200.00
2. Net Change By Change Order	\$ 12,571.99
3. Contract Sum To Date	\$ 1,074,771.99
4. Total Completed and Stored To Date	\$ 1,074,771.99

5. Retainage :

a. 0.0% of Completed Work	\$ 0.00
b. 0.0% of Stored Material	\$ 0.00

Total Retainage	\$ 0.00
6. Total Earned Less Retainage	\$ 1,074,771.99

7. Less Previous Certificates For Payment

8. Current Payment Due	\$ 12,571.99
------------------------	--------------

9. Balance To Finish, Plus Retainage	\$ 0.00
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CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$ 18,281.99	\$ (5,710.00)
Total Approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 18,281.99	\$ (5,710.00)
Net Changes By Change Order	\$ 12,571.99	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: P. J. HOERR, INC.

By: 
Dave Wilson, Project Manager

Date: 08/11/2023

State of: Illinois

County of: Peoria

Subscribed and sworn to before me this 11th day of August, 2023

Notary Public:



My Commission expires: February 20, 2024

OFFICIAL SEAL
SARA E. BRYANT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-20-2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 12,571.99

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT / OWNER'S REPRESENTATIVE:

By:  Date: 08/15/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. :
Application Date : 8/11/2023
To: 7/31/2023
Architect's Project No.:
PJHI Project No.:

Invoice #: PJHI Job No.: - MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
	MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT							
	<i>PJH General Conditions</i>							
01005	Supervision	87,000.00	87,000.00			87,000.00	0.00	0.00
01010	Temporary Signage/Barricades	750.00	750.00			750.00	0.00	0.00
01015	Temporary Facilities	3,800.00	3,800.00			3,800.00	0.00	0.00
01020	Storage Trailers	750.00	750.00			750.00	0.00	0.00
01025	Layout	9,000.00	9,000.00			9,000.00	0.00	0.00
01030	Misc Safety Materials	2,500.00	2,500.00			2,500.00	0.00	0.00
01035	Infection Control & Cleanup	15,000.00	15,000.00			15,000.00	0.00	0.00
01040	Dumpsters	3,500.00	3,500.00			3,500.00	0.00	0.00
01045	Misc Equipment & Small Tools	6,000.00	6,000.00			6,000.00	0.00	0.00
01050	Trucking/Deliveries	2,500.00	2,500.00			2,500.00	0.00	0.00
01055	General Liability Insurance	2,500.00	2,500.00			2,500.00	0.00	0.00
01060	Performance & Payment Bond	10,290.00	10,290.00			10,290.00	0.00	0.00
	<i>Sitework/Concrete</i>							
	<i>Stark Excavating</i>							
02010	-Mobilization	11,700.00	11,700.00			11,700.00	0.00	0.00
02015	-Site Removals	6,000.00	6,000.00			6,000.00	0.00	0.00
02020	-Storm Sewer	7,500.00	7,500.00			7,500.00	0.00	0.00
02025	-Earthwork	10,250.00	10,250.00			10,250.00	0.00	0.00
02030	-Retaining Wall	104,650.00	104,650.00			104,650.00	0.00	0.00
02035	-Building Footings/Foundations	58,150.00	58,150.00			58,150.00	0.00	0.00
02040	-SOG	19,700.00	19,700.00			19,700.00	0.00	0.00
02045	-Sitework: Sidewalks, Gravel Path, Sand Area, Pools	41,150.00	41,150.00			41,150.00	0.00	0.00
02050	-Topsoil	6,000.00	6,000.00			6,000.00	0.00	0.00
		408,690.00	408,690.00	0.00	0.00	408,690.00	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

Application No. :
Application Date : 8/11/2023
To: 7/31/2023
Architect's Project No.:
PJHI Project No.:

Invoice #: - MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT PJHI Job No.: PJHI Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
	Fencing - Metal							
03005	Hohulin	73,500.00	73,500.00			73,500.00	0.00	0.00
	Tortoise Fence							
04005	Material - PJH	5,750.00	5,750.00			5,750.00	0.00	0.00
04010	Labor - PJH	8,650.00	8,650.00			8,650.00	0.00	0.00
	Cage Enclosures							
05005	Mechanical Services	43,150.00	43,150.00			43,150.00	0.00	0.00
	Steel Handrail							
06005	Kelley Ornamental	9,175.00	9,175.00			9,175.00	0.00	0.00
	Masonry							
07005	Summit	53,400.00	53,400.00			53,400.00	0.00	0.00
	Wood Framing/Rough Carpentry							
08005	Material - PJH	41,200.00	41,200.00			41,200.00	0.00	0.00
08010	Labor - PJH	49,467.00	49,467.00			49,467.00	0.00	0.00
08015	Equipment - PJH	7,500.00	7,500.00			7,500.00	0.00	0.00
	Wood Exterior/Trims							
09005	Material - PJH	15,250.00	15,250.00			15,250.00	0.00	0.00
09010	Labor - PJH	23,000.00	23,000.00			23,000.00	0.00	0.00
		738,732.00	738,732.00	0.00	0.00	738,732.00	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. :
Application Date : 8/11/2023
To: 7/31/2023
Architect's Project No.:

PJHI Job No. : - MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT
PJHI Project No. :

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
	Insulation							
10005	Goley	2,345.00	2,345.00			2,345.00	0.00	0.00
	Roofing/Metal Siding							
	CAD Construction							
11010	-Corrugated Metal Siding Labor & Equipment	4,800.00	4,800.00			4,800.00	0.00	0.00
11015	-Corrugated Metal Siding Material	3,200.00	3,200.00			3,200.00	0.00	0.00
11020	-Corrugated Metal Roofing Labor & Equipment	14,755.00	14,755.00			14,755.00	0.00	0.00
11025	-Corrugated Metal Roofing Material	12,800.00	12,800.00			12,800.00	0.00	0.00
11030	-Half Round Gutters Labor & Equipment	3,775.00	3,775.00			3,775.00	0.00	0.00
11035	-Half Round Gutters Material	5,000.00	5,000.00			5,000.00	0.00	0.00
	Skylights							
12005	Labor/Material - PJH	9,180.00	9,180.00			9,180.00	0.00	0.00
	Doors & Hardware							
13005	Material - S&S Hardware	15,950.00	15,950.00			15,950.00	0.00	0.00
13010	Labor - PJH	5,120.00	5,120.00			5,120.00	0.00	0.00
	Glass & Glazing							
14005	McLean County Glass	1,400.00	1,400.00			1,400.00	0.00	0.00
	Louvers							
15005	Labor/Material - PJH	2,500.00	2,500.00			2,500.00	0.00	0.00
	Paint							
		819,557.00	819,557.00	0.00	0.00	819,557.00	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. :
Application Date : 8/11/2023
To: 7/31/2023
Architect's Project No.:
PJHI Project No.:

Invoice #: PJHI Job No.: - MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
16005	Bedrock	10,750.00	10,750.00			10,750.00	0.00	0.00
	<i>Floor Sealer</i>							
17005	Labor/Material - PJH	3,500.00	3,500.00			3,500.00	0.00	0.00
	<i>Landscape Boulders</i>							
18005	Labor/Material - PJH	6,000.00	6,000.00			6,000.00	0.00	0.00
	<i>Plumbing</i>							
	<i>Chief City</i>							
19010	-Waste/Vent Underground Material	2,500.00	2,500.00			2,500.00	0.00	0.00
19015	-Waste/Vent Underground Labor	4,400.00	4,400.00			4,400.00	0.00	0.00
19020	-Waste Vent Aboveground Material	900.00	900.00			900.00	0.00	0.00
19025	-Waste/Vent Aboveground Labor	1,300.00	1,300.00			1,300.00	0.00	0.00
19030	-Domestic Water Material	4,100.00	4,100.00			4,100.00	0.00	0.00
19035	-Domestic Water Labor	4,600.00	4,600.00			4,600.00	0.00	0.00
19040	-Plumbing Fixtures Material	13,600.00	13,600.00			13,600.00	0.00	0.00
19045	-Plumbing Fixtures Labor	5,000.00	5,000.00			5,000.00	0.00	0.00
19050	-Gas Piping Material	700.00	700.00			700.00	0.00	0.00
19055	-Gas Piping Labor	2,200.00	2,200.00			2,200.00	0.00	0.00
19060	-Pipe Insulation	2,200.00	2,200.00			2,200.00	0.00	0.00
19065	-Excavation/Trenchfill/Trucking	7,024.00	7,024.00			7,024.00	0.00	0.00
19070	-Site Water	16,601.00	16,601.00			16,601.00	0.00	0.00
19075	-Site Sanitary Sewer	5,628.00	5,628.00			5,628.00	0.00	0.00
	<i>HVAC</i>							
		910,560.00	910,560.00	0.00	0.00	910,560.00	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. :
Application Date : 8/11/2023
To: 7/31/2023
Architect's Project No.:
PJHI Project No.:

Invoice #: - MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT PJHI Job No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
	Standard Heat							
20010	-Mobilization	1,800.00	1,800.00			1,800.00	0.00	0.00
20015	-Permit	585.00	585.00			585.00	0.00	0.00
20020	-Labor	10,584.00	10,584.00			10,584.00	0.00	0.00
20025	-Materials	9,365.00	9,365.00			9,365.00	0.00	0.00
20030	-MAU Lelund	7,962.00	7,962.00			7,962.00	0.00	0.00
20035	-AHU Thermosystems	6,184.00	6,184.00			6,184.00	0.00	0.00
20040	-Test & Balance	720.00	720.00			720.00	0.00	0.00
	Electrical							
	Wilcox							
21010	-Demolition	1,360.00	1,360.00			1,360.00	0.00	0.00
21015	-Rough-In Material	14,000.00	14,000.00			14,000.00	0.00	0.00
21020	-Rough-In Labor	7,145.00	7,145.00			7,145.00	0.00	0.00
21025	-Service & Gear Material	2,475.00	2,475.00			2,475.00	0.00	0.00
21030	-Service & Gear Labor	1,280.00	1,280.00			1,280.00	0.00	0.00
21035	-Fixtures Material	5,000.00	5,000.00			5,000.00	0.00	0.00
21040	-Fixtures Labor	960.00	960.00			960.00	0.00	0.00
21045	-Trimout Material	500.00	500.00			500.00	0.00	0.00
21050	-Trimout Labor	1,280.00	1,280.00			1,280.00	0.00	0.00
21055	-Bore Conduits	12,450.00	12,450.00			12,450.00	0.00	0.00
46000	PJH OH&P	67,990.00	67,990.00			67,990.00	0.00	0.00
	Owner Change Order No. 01							
	Chief City							
		1,062,200.00	1,062,200.00	0.00	0.00	1,062,200.00	0.00	0.00

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Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items is not applicable.

Application No. : [REDACTED]
Application Date : 8/11/2023
To: 7/31/2023
Contract's Project No.: [REDACTED]
PJHI Project No.: [REDACTED]

Invoice # :

- MILLER PARK ZOO - SOUTH AMERICAN EXHIBIT

A	B	C	D	E		F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage	
			From Previous Application (D+E)	This Period In Place						
50002	- Change Water Service Piping <i>PJH</i>	(2,650.00)	(2,650.00)			(2,650.00)	100.0%	0.00	0.00	
50004	- Delete Skylights	(3,060.00)	(3,060.00)			(3,060.00)	100.0%	0.00	0.00	
	Owner Change Order No. 02									
	Chief City									
50012	- Site Sewer Location Change	5,667.79	5,667.79			5,667.79	100.0%	0.00	0.00	
50013	PJH Fee	566.78	566.78			566.78	100.0%	0.00	0.00	
50014	Insurance	17.00	17.00			17.00	100.0%	0.00	0.00	
	Owner Change Order No. 03									
	Chief City									
50022	- Add Hose Bib, Sink & Hot Water Heater <i>Wilcox</i>	9,792.00	9,792.00			9,792.00	100.0%	0.00	0.00	
50024	- Wire Hot Water Heater	1,115.00	1,115.00			1,115.00	100.0%	0.00	0.00	
50025	PJH Fee	1,090.70	1,090.70			1,090.70	100.0%	0.00	0.00	
50026	Insurance	32.72	32.72			32.72	100.0%	0.00	0.00	
		1,074,771.99	1,074,771.99	0.00		1,074,771.99	100.0%	0.00	0.00	



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: September 25, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2024 Street, Alley, and Sidewalk Maintenance Project Agreement Between the City of Bloomington and George Gildner, Inc., in the Amount of \$124,300, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

Objective 4d. Improved neighborhood infrastructure

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the agreement with George Gildner, Inc. ("George Gildner") will be amended to fund additional projects at various locations. On April 24, 2023, Council approved a Contract with George Gildner for \$250,700. The proposed amendment increases that amount by \$124,300, for a total awarded amount of \$375,000. The budget for the FY 2024 Street, Alley, and Sidewalk Maintenance project is \$300,000, which left \$49,300 of the budgeted amount unencumbered based on the bid awarded. The remaining \$75,000 of the requested funds will come from the FY 2024 funds specifically budgeted for guardrail and shoulder repairs, which was not originally included in the budgeted amount for the project.

The anticipated work aligns within the project scope and will help complete needed guardrail and shoulder improvements as well as numerous additional repairs, maintenance items, and improvements that have been identified by staff, and there will likely be more projects that will develop during the remainder of the fiscal year. The work will be scheduled and completed as priorities are determined.

The FY 2024 Street, Alley, and Sidewalk Maintenance Project includes maintenance and repair of streets, alleys, sidewalks, curbs and gutters, and other related items on City-owned properties. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. To date, projects coordinated by staff on the FY 2024 Street, Alley, and Sidewalk Maintenance Project have paid out approximately 59% or \$147,788 of the \$250,700 awarded funds for this contract and have assigned projects that will utilize the majority of the remaining awarded funds.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the total contract amendment amount of \$124,300 will be paid out of the Capital Improvement Asphalt & Concrete-Street Construction Improvement account (40120200-72530) in the amount of \$49,300 and the Engineering-Repair/Maintenance Infrastructure account (10016210-70550) in the amount of \$75,000. Stakeholders can locate this in the FY 2024 Budget Books titled Budget Overview & General Fund" on page 310 and "Other Funds & Capital Improvement" on pages 83, 228, 276, and 280.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs)

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant Director of Public Works

ATTACHMENTS:

[PW 1B Resolution](#)

[PW 1C Agreement Amendment](#)

[PW 1D Original Agreement](#)

RESOLUTION NO. 2023 - ____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR (FY) 2024 STREET, ALLEY, AND SIDEWALK MAINTENANCE PROJECT AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER, INC., IN THE AMOUNT OF \$124,300

WHEREAS, the City of Bloomington (“City”) has previously authorized a contract with George Gildner, Inc., for the FY 2024 Street, Alley, and Sidewalk Maintenance Project (Bid #2023-28); and

WHEREAS, the City has \$49,300 unencumbered funds budgeted for the FY 2024 Street, Alley, and Sidewalk Maintenance Project; and

WHEREAS, the City authorizes the use of \$75,000 unencumbered funds budgeted for additional street, alley, and sidewalk repairs with a focus guardrail and shoulder repair work; and

WHEREAS, the awarded project has been utilized by George Gildner, Inc., and will require additional funds for additional repairs; and

WHEREAS, it is desirous to proceed with additional maintenance work by extending purchase order #20240062 with George Gilder, Inc., through an amendment; and

WHEREAS, City staff believe it is in the best interest of the City to approve the amendment to the contract as the maintenance work is critical to maintaining the City’s infrastructure; and

WHEREAS, the first contract amendment will bring the total contract amount to \$375,000 with the additional \$124,300 being added to the existing purchase order; and

WHEREAS, the amendment is germane to the original contract as signed and is in the best interest of the city and authorized by the law;

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

Section 1. That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents.

PASSED this 25th day of September 2023.

APPROVED this ____ day of September 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**FIRST AMENDMENT TO AGREEMENT
FOR FY 2024 STREET, ALLEY, AND SIDEWALK MAINTENANCE PROJECT
WITH GEORGE GILDNER, INC. REGARDING ADDITIONAL REPAIR COSTS**

This First Amendment, made and entered into this 25TH day of September 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and GEORGE GILDNER, INC. (hereinafter "GGI"), WITNESSETH that:

WHEREAS, on April 24, 2023, an Agreement for Streets, Alley, and Sidewalk Maintenance Project ("Agreement") was made between the CITY and GGI for repair of streets, alley, and sidewalk infrastructure and related items in various Bloomington locations; and

WHEREAS, CITY and GCI have determined there is a need for additional repairs not originally included in the Agreement; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to increase the amount of the Agreement by an additional ONE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$124,300) to complete additional repairs;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Agreement. Exhibit B Costs / Fees shall be modified as follows:

Replace total of \$250,700.00 with \$325,000.00.

3. In all other respects the FY 2024 Streets, Alley, and Sidewalk Maintenance Project Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the FY 2024 Street, Alley, and Sidewalk Maintenance Project Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

GEORGE GILDNER, INC.

By: _____
Its City Manager

By: *Edouard A. Gildner*
Its Representative *President*

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: *Suzanne B. Gildner*
Its Secretary

CITY OF BLOOMINGTON AGREEMENT WITH

George Gildner, Inc.

FOR

FY 2024 Streets, Alley & Sidewalk Maintenance Project

THIS AGREEMENT, dated this 25th day of April, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and George Gildner, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:

FY 2024 Streets, Alley & Sidewalk Maintenance (Bid #2023-28) (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

☐

This Agreement does not require the furnishment of any bonds by the VENDOR.

☒

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

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This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA

in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

George Gildner, Inc.
2031 Ireland Grove Rd
Bloomington, IL 61704
gildnerinc@aol.com

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

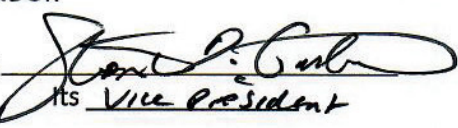
By: 
Its City Manager

ATTEST:

By: 
Its City Clerk



VENDOR

By: 
Its Vice President

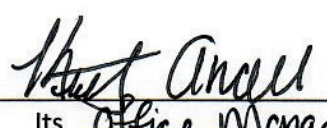
By: 
Its Office Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

DESCRIPTION OF WORK

Work shall consist of the maintenance, repair, removal, reconstruction and other work related to existing public facilities of the City of Bloomington. Work will involve asphalt, concrete and aggregate streets, alleys, sidewalks, parking lots and bike trails, paved ditches, slope walls and other City maintained facilities and will vary by location.

**EXHIBIT B
COSTS/FEEES**

					George Gildner Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	CEMENT MASON	500	HR	\$90.00	\$45,000.00
X	2	LABORER	1000	HR	\$90.00	\$90,000.00
X	3	OPERATING ENGINEER	1000	HR	\$85.00	\$85,000.00
X	4	TRUCK DRIVER	150	HR	\$30.00	\$4,500.00
Total						\$224,500.00

					George Gildner Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	CEMENT MASON	80	HR	\$90.00	\$7,200.00
X	2	LABORER	160	HR	\$90.00	\$14,400.00
X	3	OPERATING ENGINEER	40	HR	\$85.00	\$3,400.00
X	4	TRUCK DRIVER	40	HR	\$30.00	\$1,200.00
Total						\$26,200.00

TOTAL: \$250,700.00



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: September 25, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approve an Agreement with Stryker Medical Regarding ALS360 Asset Management Program, in the Amount of \$4,287,062.10 Over 10 Years, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the Resolution would authorize the City to enter into an agreement with Stryker Medical for its ALS360 Asset Management Program to replace and upgrade critical fire department emergency response equipment. The City would see projected savings of \$1.8 million over the life of the agreement versus purchasing this necessary equipment in future years at a net budget impact of less than \$100,000 each year for the next 10 years.

The Bloomington Fire Department now operates under a “replacement” only cycle when adding or upgrading critical medical devices for ambulances and fire apparatuses which doesn’t allow us to fit all units with the necessary equipment for emergency response and subjects the City to price increases of 7-10% annually. Under this program, this year, the Department would upgrade its existing LifePak 15 defibrillators, Lucas CPR Devices, Power-Pro Cots, Stair Chairs, and AEDs, while adding Power-Load devices to all ambulances and additional devices to all frontline vehicles. In short, the program allows for all emergency response vehicles to have the necessary equipment while upgrading existing equipment to the latest version.

Stryker Medical is the manufacturer of this equipment and has been the sole provider to the Bloomington Fire Department for over 15 years.

Budget Impact:

- Fixed annual line-item budget amount for the 10-year term of the agreement (\$412,706.21).
 - Program cost is anticipated to be offset by the associated \$115,772 increase in GEMT reimbursement. GEMT is a federally funded Medicaid reimbursement program allowing increased reimbursement rates for ambulance services.

- Current City budget \$200,000 for annual replacement of similar equipment.
- **Total Budget Impact: \$96,934 annually when comparing current budgeted funds and associated revenue increase. Impact reduced with future 7-10% cost increases that we will no longer have.**
- **Projected Savings:** Program is anticipated to save in excess of \$1,800,000 when compared to projected future costs of devices. (\$4,323,554.50 vs. \$6,196,600)

Additional Program Highlights:

- **Injury Reduction:** Reduces repetitive trauma to the lower back, reducing work-related injuries and associated workers' compensation costs.
- **Employee Retention:** Increased morale and job satisfaction for current employees.
- **Recruitment Incentive:** Prospective employees prefer agencies that the latest technology and cutting-edge equipment. They understand these devices are also an investment in the employee and the longevity of their career.
- **Standardization Across Vehicles:** Program allows for immediate standardization and expansion of devices across the department, that would otherwise require a significant capital investment.
- **Gained Efficiencies:** Ensures on-scene personnel have the best equipment necessary to serve our community.
 - Ensures the proper equipment is on-scene regardless of the vehicle sent.

The ALS360 Asset Management Program will insulate the City from future price increases for the term of the agreement, which includes upgrading equipment with new technology after 36 months or a complete refresh of equipment after 60 months if new technology is not available. This program includes all preventative maintenance, repairs, and battery replacement for the term of the agreement, which historically has been an added cost to the Fire Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will process a budget transfer of \$160,000 from Fire-Capital Outlay Equipment Other than Office account (10015210-72140) to Fire-Repair/Maintenance Office & Compute Equipment account (10015210-70530) where the payment will be made for FY 2024. The Fire Department will then budget \$412,706.12 annually beginning with the FY 2025 Budget for the next 10 years.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal PS-3 (A comprehensive emergency preparedness plan); Objective PS-3.1 (Ensure the safety of Bloomington's residents in an emergency situation)

Respectfully submitted for consideration.

Prepared by: Cory Matheny, Deputy Chief of EMS

ATTACHMENTS:

[FIRE 1B Resolution](#)

[FIRE 1C Agreement](#)

RESOLUTION NO. 2023 - ____

**A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND
APPROVE AN AGREEMENT WITH STRYKER MEDICAL ALS360 ASSET MANAGEMENT
PROGRAM, IN THE AMOUNT OF \$4,287,062.10 OVER 10 YEARS**

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

WHEREAS, the City, has made a significant investment working with Stryker Medical to supply, service and maintain our LifePak 15 defibrillators/cardiac monitors, Power-Pro ambulance cots, and Lucas 3 mechanical CPR devices for the Fire Department which are critical pieces of equipment that staff need to be assured will operate properly when responding to medical calls; and

WHEREAS, the City's current replacement program for existing equipment has experienced significant price increases over the past five years that has hindered the Fire Departments ability to expand crucial medical equipment to its fleet of vehicles; and

WHEREAS, the City has worked with Stryker on a beneficial agreement, the ALS360 Asset Management Program, that will allow the Fire Department to upgrade its existing LifePak 15 defibrillators, Lucas CPR Devices, Power-Pro Cots, Stair Chairs and AED's, while adding Power-Load devices to all ambulances and adding additional devices to all frontline vehicles, which will increase the Fire Department's ability to provide critical services to the community; and

WHEREAS, the ALS360 Asset Management Program will insulate the City from future price increases for the term of the agreement, that includes upgrading equipment with new technology after 36 months or a complete refresh of equipment after 60 months if new technology is not available; and

WHEREAS, the ALS360 Asset Management Program includes all preventative maintenance, repairs and battery replacement for the term of the agreement, which historically has been an added cost to the Fire Department; and

WHEREAS, City staff request the formal bidding process be waived and the City Manager be authorized to enter into a new agreement with Stryker Medical for the ALS360 Asset Management Program for a period of ten (10) years.

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

Section 1. That the recitals set forth above are incorporated herein, and the City Manager, or designated representatives, are authorized to secure the agreement with Stryker Medical, and are authorized to execute any necessary documents to effectuate the agreement.

PASSED this 25th day of September 2023.

APPROVED this ____ day of September 2023.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Yocum, City Clerk

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332



Date: August 15, 2023

RE: Reference no:2110189020

CITY OF BLOOMINGTON, ILLINOIS
PO BOX 3157
BLOOMINGTON, Illinois 61702-3157

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Master Agreement
- Rental Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- Insurance Authorization and Verification
- State and Local Government Rider
- Opinion of Counsel
- Addendum
- Upfront Payment Invoice

**Conditions of Approval: State and Local Government Rider , Federal ID , Opinion of Counsel , Customer PO , Certificate of Insurance , Upgrade Addendum required, Upfront Payment

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____		
Upfront Payment Check No:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

The proposal evidenced by these documents is valid through the last business day of August, 2023

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: CITY OF BLOOMINGTON, ILLINOIS PO BOX 3157 BLOOMINGTON, Illinois 61702-3157
1. Master agreement. The undersigned Customer ("Customer") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "Owner") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "Equipment") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "Equipment Schedule") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "Supplier"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "Schedule") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.	
2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.	
3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "Payments". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg [or any successor]), and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's website as quoted by Bloomberg.	
4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.	
5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.	
6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "Original Owner"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.	

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.
 (a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return. Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the **"Default Interest Rate"**). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT.** The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer. Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
		<i>Devon Ivy</i> <i>Electronically signed by: Devon Ivy</i> <i>Reason: I approve this document</i> <i>Date: Aug 28, 2023 23:42 EDT</i>	
Print name:		Print name:	
		Devon Ivy	
Title:		Title:	
		Controller	

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2110189020

(Equipment Rental Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romance Road Parkway Portage, MI 49002	Customer: CITY OF BLOOMINGTON, ILLINOIS PO BOX 3157 BLOOMINGTON Illinois 61702-3157
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002	
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")	
Equipment Location: 310 N LEE ST, BLOOMINGTON, Illinois 61701-3834	
Schedule of periodic rent payments:	
1 payment of \$160,000.00 (Plus Applicable Sales/Use Tax) 10 Annual payments of \$412,706.21 (Plus Applicable Sales/Use Tax)	
Term in months: 109	Minimum monthly uses: <u>n/a</u>
Fee per use: <u>n/a</u>	
TERMS AND CONDITIONS	
1. Rental agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.	
2. Return of equipment. Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.	
3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.	

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature: 	Date: <i>Electronically signed by: Devon Ivy Reason: I approve this document Date: Aug 28, 2023 23:42 EDT</i>
Print name:		Print name: Devon Ivy	
Title:		Title: Controller	

Exhibit A to Rental Schedule001 to Master Agreement No.2110189020

Description of equipment

Customer name: CITY OF BLOOMINGTON, ILLINOIS

Delivery Location: 310 N LEE ST, BLOOMINGTON, Illinois , 61701-3834

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99577-001957	LP15,ENSPO2CO3L/12LEXNIBP	15
41577-000288	LP15 SHIP KIT	15
11140-000098	ADAPTER,POWERAC TO DCENHAN	15
11140-000015	POWER CORD-MLD,DOMSTR RCPT	15
11140-000080	CABLE-EXTERNAL POWER,EXTENSIO	15
21330-001176	BATTERY PACK-LI-ION	30
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	15
11171-000050	RAINBOW DCIP PED REUSABLE SENS	15
21300-008159	NIBP - TUBING,6FTBAYONET	15
11160-000011	NIBP CUFF-REUSEABLE,INFANTBA	15
11160-000013	NIBP CUFF-REUSEABLE,CHILDBAY	15
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADUL	15
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE A	15
11577-000002	KIT - CARRY BAG,MAIN BAG	15
11220-000028	TOP POUCH	15
11260-000039	KIT - CARRY BAG,REAR POUCH3	15
99576-000063	LUCAS 3,3.1IN SHIPPING BOX	7
11576-000060	LUCAS BATTERY CHARGER,MAINS PL	7
11576-000071	LUCAS POWER SUPPLY WITHCORD,RE	7
11576-000080	BATTERY,LUCASDARK GRAYY	7
99512-001261	LPCR2,WIFIBEN-USDES1ROS	14
639005550001	MTS POWER LOAD	7
650705550001	6507 POWER PRO 2,HIGH CONFIG	7
650700450301	ASSEMBLY,BATTERY CHARGER	7
650700450102	ASSEMBLY,POWER CORDNORTH AM	7
650707000002	KIT,ALVARIUM BATTERYSERVICE	7
625705550002	Xpedition Powered Stair Chair High Config	7
11996-000476	ASSEMBLY,GATEWAY4GMULTITE	15

Service coverage:

Model number	Service coverage description	Quantity	Years
78000168	Verizon Data Plan 1yr	15	10.00
81000001	EMS LIFENET PRO TIER 1	1	10.00
78000008	LP15 On Site Prevent w batt	15	10.00
78000020	LUC On Site Prevent w batt	7	10.00

78000044	LPCR2 On Site PM w batt	14	10.00
77500010	POWER-PRO 2 PREVENT SERVICE	7	10.00
77601102	Prevent+ 1 Year Power Load	7	10.00
77100003	Cot Upgrade or Install	14	10.00
73071XPB	EMS Prevent w-batts	7	10.00

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: <i>Devon Ivy</i> Electronically signed by: Devon Ivy Reason: I approve this document Date: Aug 28, 2023 23:42 EDT	Date:
Print name: Devon Ivy	
Title: Controller	

Insurance Authorization and Verification

Date: August 15, 2023

Schedule 001 To Master Agreement Number 2110189020

To: CITY OF BLOOMINGTON, ILLINOIS ("Customer")
310 N LEE ST
BLOOMINGTON, Illinois 61701-3834

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$3,395,296.27** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Stephen Doorlag at 269-251-2028.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$3,395,296.27

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 2110189020

See Exhibit A to Schedule 001 To Master Agreement Number 2110189020

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "**Rider**") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 2110189020** (the "**Agreement**") between **Flex Financial**, a division of Stryker Sales, LLC ("**Owner**") and **CITY OF BLOOMINGTON, ILLINOIS** ("**Customer**") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "**Documents**") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "**Obligations**"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "**Non-Appropriation Event**"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("**Termination Date**") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("**Termination Notice**") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: <i>Electronically signed by: Devon Ivy</i> <i>Reason: I approve this document</i> <i>Date: Aug 28, 2023 23:42 EDT</i>	Date:
Print name: Devon Ivy	
Title: Controller	

Opinion of Counsel Letter

August 15, 2023

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 2110189020 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and CITY OF BLOOMINGTON, ILLINOIS (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Illinois and is authorized by the Constitution and laws of the State of Illinois to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

ADDENDUM TO MASTER AGREEMENT NO. 2110189020 EQUIPMENT SCHEDULE NO. 001 THERETO (EQUIPMENT RENTAL SCHEDULE) BETWEEN CITY OF BLOOMINGTON, ILLINOIS AND FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC

This Addendum is hereby made a part of the agreement (the "Agreement") described above, and the schedule described above (the "Schedule"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement or Schedule, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The fourth sentence of Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) *three* percent (3%) of the amount of each such late payment."

2. The seventh sentence of Section 3 of the Agreement is hereby amended in its entirety to read as follows:

Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg [or any successor]), and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase *or decrease*, as *the case may be*, in such rate

3. The following provision is hereby added to the end of Section 9 of the Agreement:

"Notwithstanding anything herein to the contrary, to the extent that Customer maintains a tax exempt status and such status exempts Owner, any Schedule and/or Equipment described therein from otherwise applicable property, sales and/or use taxes, and Customer provides Owner with proof of the same reasonably satisfactory to Owner, then Owner shall not charge Customer for such property, sales and/or use taxes regarding Owner, such Schedule and/or Equipment. Customer acknowledges and agrees that: (i) even though Customer is exempt from certain taxes, such status may not exempt Owner, any Schedule and/or Equipment from applicable property, sales and/or use taxes and Customer will be liable to pay or reimburse Owner for all such applicable taxes, as billed; and (ii) if Customer disagrees with any determination by Owner that a tax exemption is not available for a certain tax, Customer shall pay or reimburse Owner for such tax, as billed, until such time as Customer obtains a ruling or other written determination from the appropriate state or local agency (in a form reasonably satisfactory to Owner) stating that the tax exemption is available for such tax."

4. The second sentence of Section 13 of the Agreement is hereby amended in its entirety to read as follows:

EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF *ILLINOIS*, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW.

5. The fifth sentence of Section 1 of the Schedule is hereby replaced in its entirety with the following provision:

"Within twenty (20) days after the date the Equipment is delivered to Customer under this Schedule, Customer shall either: (i) accept the Equipment by executing and delivering to Owner a Certificate of Acceptance in form acceptable to Owner (and the date such written acceptance is delivered to Owner is hereinafter referred to as the "Acceptance Date"); or (ii) reject the Equipment and promptly return the Equipment to Owner at which time this Schedule shall terminate. If Customer fails within twenty (20) days after the Equipment is delivered to Customer under this Schedule to execute and deliver to Owner a Certificate of Acceptance or reject and promptly return the Equipment to Owner the Customer shall be deemed to have accepted the Equipment for all purposes hereunder."

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: Electronically signed by: Devon Ivy Reason: I approve this document Date: Aug 28, 2023 23:42 EDT
Print name: Devon Ivy	
Title: Controller	

Invoice

Agreement number	Current due	Total due	Due date
2110189020	\$160,000.00	\$160,000.00	Upon Receipt

CITY OF BLOOMINGTON, ILLINOIS
PO BOX 3157
BLOOMINGTON, Illinois 61702-3157

Make checks payable and remit to:
Flex Financial, a division of Stryker Sales, LLC
25652 Network Place
Chicago, IL 60673-1256

To ensure proper credit - please detach along the line below and return upper portion with payment.

Please DO NOT staple or fold



Flex Financial Customer Service
StrykerFinancialSolutions@Stryker.com

Agreement number	Current due	Total due	Due date
2110189020	\$160,000.00	\$160,000.00	Upon Receipt

CITY OF BLOOMINGTON, ILLINOIS
PO BOX 3157
BLOOMINGTON, Illinois 61702-3157

Description	Amount
Upfront Payment	\$160,000.00
Total amount due:	\$160,000.00

Retain this portion for your records!

CITYOFBLOOMINGTONILLINOIS-SCH001

08.28.23 SD

Final Audit Report

2023-08-29

Created:	2023-08-28
By:	Stephen Doorlag (stephen.doorlag@stryker.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-plsoLL-ejVREYbuspsfPF-12wi2-P55

"CITYOFBLOOMINGTONILLINOIS-SCH001 08.28.23 SD" History

-  Document created by Stephen Doorlag (stephen.doorlag@stryker.com)
2023-08-28 - 3:30:18 PM GMT- IP address: 64.136.252.163
-  Document emailed to Devon Ivy (devon.ivy@stryker.com) for signature
2023-08-28 - 3:32:01 PM GMT
-  Email viewed by Devon Ivy (devon.ivy@stryker.com)
2023-08-29 - 3:40:02 AM GMT- IP address: 97.92.39.83
-  Devon Ivy (devon.ivy@stryker.com) authenticated with Adobe Acrobat Sign.
Challenge: The user opened the agreement.
2023-08-29 - 3:41:09 AM GMT
-  Devon Ivy (devon.ivy@stryker.com) authenticated with Adobe Acrobat Sign.
Challenge: The user completed the signing ceremony by clicking on 'Click to Sign' button.
2023-08-29 - 3:42:40 AM GMT
-  Document e-signed by Devon Ivy (devon.ivy@stryker.com)
Signing Reasons
I approve this document (Signature 2)
I approve this document (Signature 3)
I approve this document (Signature 5)
I approve this document (Signature 1)
I approve this document (Signature 4)
Signature Date: 2023-08-29 - 3:42:41 AM GMT - Time Source: server- IP address: 97.92.39.83
-  Agreement completed.
2023-08-29 - 3:42:41 AM GMT



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: September 25, 2023

WARD IMPACTED: Ward 5

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 1233 Dogwood Lane, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4e. Strong partnership with residents and neighborhood associations

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: The Applicant, Ashley Carrasco, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 1233 Dogwood Lane.

Summary of Request:

- Chicken-keeping with a chicken coop and fenced enclosure in the rear yard, to keep no more than four egg-laying hens.
- The proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines.
- The Applicant will store food in sealed buckets to deter pests.
- No roosters or chickens for slaughter will be kept.

On Wednesday, August 16, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, July 31, 2023, and courtesy notices were mailed to 108 properties within 500 feet of the subject property.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-5 (Provide access to healthy foods and promote food security to build community), Objective HL-5.1 (Encourage local food production), and Objective HL-5.3 (Facilitate consumption of healthy, affordable,

locally produced food for all residents)

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Staff Report](#)

[E&CD 1D Minutes](#)

ORDINANCE NO. 2023 - _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1C
(SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 1233 DOGWOOD
LANE**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for the keeping of chickens at the property located at 1233 Dogwood Lane, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said application for said request included a site plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”; and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said request; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code § 44-1707 and with the additional Use Provisions as forth in § 44-1011; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use.

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

Section 1. That the above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. That the Special Use Permit for Chicken-Keeping at the property at 1233 Dogwood Lane, legally described in Exhibit “A” and illustrated in Exhibit “B”, is hereby approved.

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

Section 4. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

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

PASSED this 25th day of September 2023.

APPROVED this _____ day of September 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

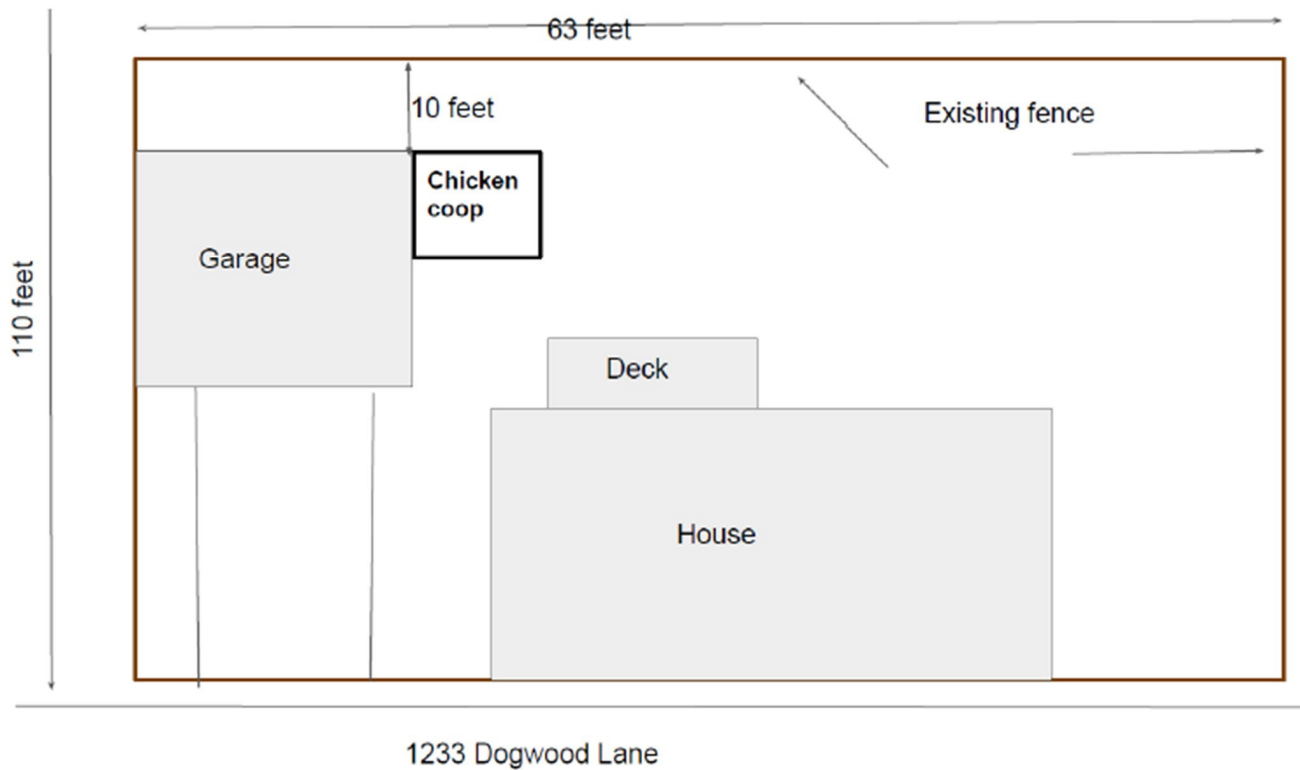
Leslie Smith-Yocum, City Clerk

**EXHIBIT A
Legal Description**

LOT 101 HOLIDAY KNOLLS SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE
PLAT THEREOF RECORDED JANUARY 4, 1962 IN BOOK 16, PAGE 227, IN MCLEAN COUNTY,
ILLINOIS.

PIN: 14-35-455-009

**EXHIBIT B
Site Plan**



TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: August 16, 2023

CASE NO: SP-21-23, Special Use Permit for Chicken-Keeping

REQUEST: Public hearing, review, and action on a request submitted by Ashley Carrasco for approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 1233 Dogwood Lane. PIN: 14-35-455-009.

BACKGROUND

Request

The Applicant seeks a Special Use Permit to allow Chicken-Keeping in the R-1C (Single-Family Residence) District, per § 44-1011, which states, “On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use...” No waivers to the subject use provisions are requested.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, July 31, 2023. Courtesy notices were mailed to 108 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics

The property at 1233 Dogwood Lane consists of 0.16 acres of land located near the intersection of Arrowhead Drive and Dogwood Lane in the Holiday Knolls Subdivision. It is improved with a single-family home with a detached garage. The rear yard of this property, where the coop will be located, is entirely screened by a six-foot-tall solid fence.

Surrounding Zoning and Land Uses

Zoning		Land Uses
North	R-1C (Single-Family Residence) District	Single-Family Dwelling Units
South	R-1C (Single-Family Residence) District	Single-Family Dwelling Units
East	R-1B (Single-Family Residence) District	Single-Family Dwelling Units
West	R-1C (Single-Family Residence) District	Single-Family Dwelling Units

Description of Current Zoning District

The R-1C (Single-Family Residence) District is intended to provide primarily for the establishment of areas of higher density single-family detached dwelling units while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed. This district may be applied to newly developing areas as well as the older residential areas of the City where larger houses have been or can be converted from single-family to two-family residences to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization. (§ 44-401C).

Subject Code Requirements

§ 44-908C-2. "Accessory Building and Uses" indicates Chicken Keeping is permitted as an Accessory Use subject to the provisions of this subsection and any additional requirements of Article X.

§ 44-1011 [Ch. 44, 10-11] Chicken-Keeping (Use Provisions)

- A. On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, or primary use of 1) preschools, 2) private and public schools, and 3) boarding schools, the keeping of up to four chickens may be permitted as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960, as amended [...]

Chapter 8 (Animals and Fowl) and Chapter 22 (Health and Sanitation) of the City Code will also apply once the permit has been approved.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit to allow Chicken-Keeping in the R-1C (Single-Family Residence) District

1. **The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The chickens will be located at least 10 feet away from all neighboring properties; the provided site plan meets the setback requirements of § 44-1011. Chapters 8 & 22 of the City Code provide enforcement mechanisms, should the coop and enclosure fall into disrepair. ***Standard is met.***

2. **The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Special Use should not impair normal use and enjoyment of the surrounding properties. The coop is entirely screened by the existing fencing which would keep the chickens contained within the property. The Special Use would contribute to Goal HL-5.1 (Encourage local food production), and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan. ***Standard is met.***

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The location of the coop meets the minimum setback requirements from the side and rear property lines. The portion of the property where the coop will be placed is entirely screened from neighbors

by fencing. The coop and run are movable and, should the petitioner move, can be easily removed from the property. The Code defines Chicken-keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met.***

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

The property is served by City utilities and roads; no change to facilities is necessary as part of this Special Use Permit. ***Standard is met.***

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress are provided by existing conditions; no change is expected as the result of the Special Use Permit. ***Standard is met.***

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The proposed Special Use is subject to, and conforms with, both the use provisions for Chicken-Keeping as stated in Chapter 44, 10-11 and the regulations of the R-1C (Single Family Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

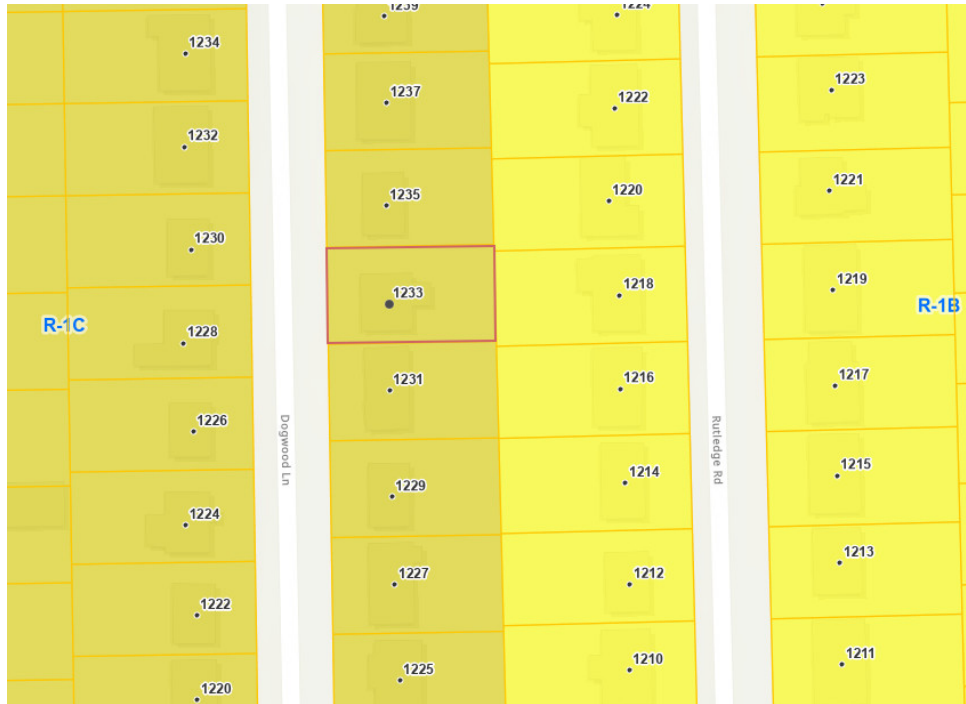
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the request with no conditions.

Respectfully submitted,
Jon Branham
City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level Views
4. Petitioner-Submission - Description of Project
5. Site Plan
6. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



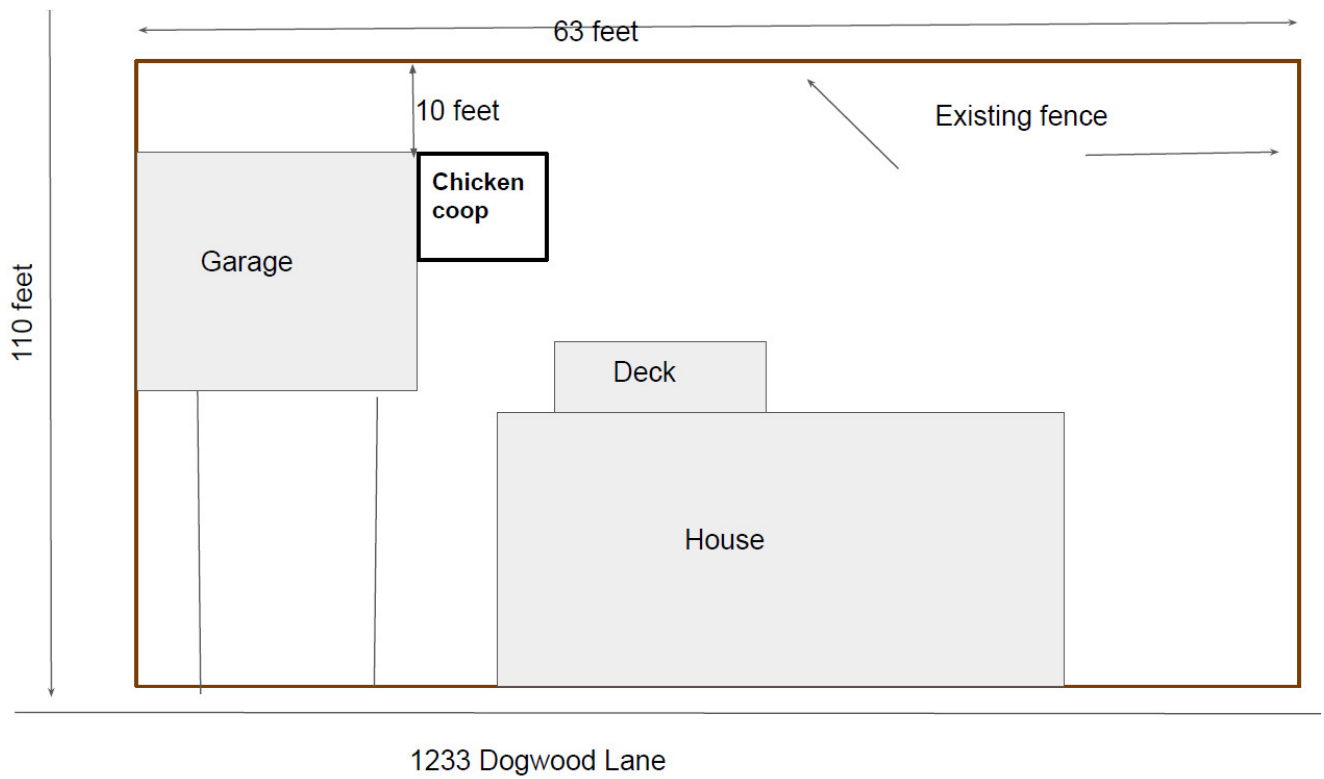
Attachment 3- Ground-Level Views



Attachment 4 - Petitioner-Submission - Description of Project

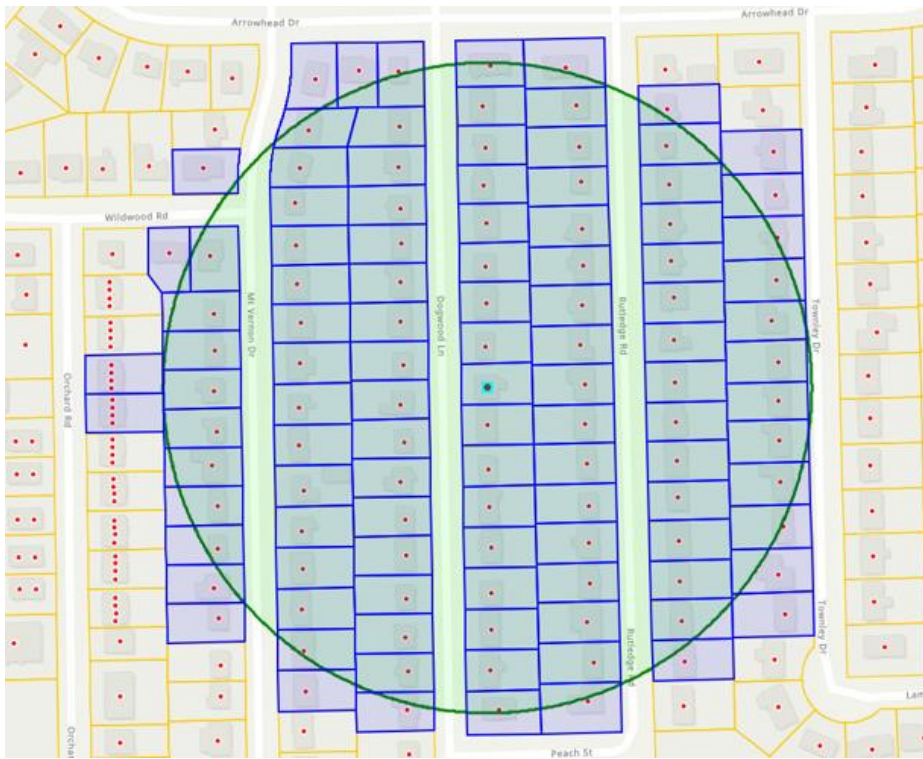
Chicken keeping- back yard, would like to have a few chickens for our family

Attachment 5 - Site Plan



**a 10' x 5' fenced run area will also be attached to the west side of the coop.*

Attachment 6 - Neighborhood notice map



Vice Board Chair Ballantini made a motion, seconded by Board Member Harris, to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the request.

Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Williams; Board Member Harris.

Motion passed.

Mr. Branham noted the case would proceed to the September 25th City Council meeting.

The following item was presented:

Item 5.A. SP-21-23 - Public hearing, review, and action on a request submitted by Ashley Carrasco, for approval of a Special Use Permit for Chicken-Keeping for the property located at 1233 Dogwood Lane (PIN: 14-35-455-009).

Mr. Branham provided the staff report and background on the request, with a recommendation for approval. He noted key property conditions including a fully screened rear yard. He also noted the site plan includes a 10' x 5' enclosed run area which will be attached to the coop.

Board Chair Straza opened the public hearing.

Ashley Carrasco (1233 Dogwood Lane), Applicant, provided further background on the request. She stated she was in the process of constructing the coop and are still a few months away from having chickens at the property.

Vice Board Chair Ballantini asked the Applicant about her experience with chickens. Ms. Carrasco responded she did not have direct experience but had several friends who had chickens.

Vice Board Chair Ballantini asked the Applicant about the requirements. Ms. Carrasco stated she would be keeping food stored in sealed containers in the garage. She confirmed the distance measurements would be met. She also stated she had spoken to a few neighbors and had not received any negative feedback.

Board Chair Straza closed the public hearing.

Board Member Harris made a motion, seconded by Board Member Foley, to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the request.

Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Williams; Board Member Harris.

Motion passed.

Mr. Branham noted the case would proceed to the September 25th City Council meeting.



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: September 25, 2023

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Application from the Bloomington Normal Sunrise Rotary, Requesting the Creation of a Class LB (Limited, Beer & Wine Only) Liquor License for an Event to be Held on Sunday, October 15, 2023, from 2:00 p.m. to 4:00 p.m. at 1704 G. E. Rd., as requested by the City Clerk Department.

RECOMMENDED MOTION: The Application be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The Bloomington Normal Sunrise Rotary (Applicant) is requesting the Creation of a Class LB (Limited, Beer & Wine Only) Liquor License for an event to be held at 1704 G. E. Rd. The event will be an Oktoberfest 5K Run/1K Walk and will be held on October 15, 2023, from 2:00 p.m. to 4:00 p.m. This event is not associated with a Special Event.

On Tuesday, September 12, 2023, the Liquor Commission positively recommended the Item presented above to Council for further consideration.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on September 3, 2023, in *The Pantagraph*. 5 notices were mailed to properties within 500 ft. of the event.

FINANCIAL IMPACT: The current license fee for a Class LB Liquor License is \$100 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application_BN Sunrise Rotary](#)

[CLK 2C DRAFT Minutes_BN Sunrise Rotary](#)

September 12, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: BLOOMINGTON-NORMAL SUNRISE ROTARY

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application

Due before License Issuance:

- Insurance
- Bond

Event Information:

- Title: Oktoberfest 5k Run/1k Walk
- Address: G.E. Union Park, 1704 G.E. Road
- Date: 10/15/2023
- Time: 2 p.m. to 4 p.m.

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Application for Class "L" Limited Liquor License

Events for Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity

Applicant Organization Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Bloomington Normal Sunrise Rotary
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	BN Sunrise Rotary
Legal Entity Address (including City, State, and Zip)	
Legal Entity Phone Number	
Legal Entity Email Address	
Establishment Address including Zip	
Establishment Phone Number	
Establishment Email Address	
*Email Address for ALL City Communications:	jensen@hilegroup.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

Below Please List Those Responsible for Licensing the Event & Attending the Liquor Commission Meeting

Primary Contact: (A current member, officer or director of the organization, group or entity in charge of event.)

Name (First & Last)	City	State	Zip
Erin Jensen	Bloomington	IL	61704
Phone Number	Email Address		

Secondary Contact: (A current member, officer or director of the organization, group or entity assisting with event.)

Name (First & Last)	City	State	Zip
Tracy Patkunas	Bloomington	IL	61701
Phone Number	Email Address		

Contact Information for the Legal Entity's Agent: (If applicable)

Name (First & Last)	City	State	Zip
John Pratt	Bloomington	IL	61701
Phone Number	Email Address		

EVENT INFORMATION

Name of Event	Oktoberfest 5K Run/1K Walk
Event Address	GE Union Park 1704 GE Road, Bloomington IL 61704
Anticipated Number of Attendees:	150

Event Date(s)	Start Time(s)	End Time(s)
10/15/2023	2pm	4pm



1. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any:
Fundraiser - 5k run/1k walk followed by a brat lunch and polka music. Alcohol will be in a separate section - near the brat lunch, but sold and distributed by BASSET certified Rotarians.
2. Description of the proposed procedures for handling the following:
 - A. Crowd control:
Volunteers will be positioned throughout the race and within the building
 - B. Identification check:
BASSET certified Rotarians will check and provide wristbands
3. Classification of Limited License: ☒ LB (Beer & Wine Only) ☐ LA (All Types)
4. ☐ Yes ☒ No Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children?
5. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity applying for this license been in existence continuously for at least one year?
 - a. If so, please list Date Established: _____
6. ☐ Yes ☒ No Is the civic, service, charitable, fraternal, or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois?
 - a. If so, please list Date Incorporated: _____
7. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year?
 - a. If so, please list how many: 2

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed organization;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. The applicant organization is qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Date Signed: 08-22-2023

Committee Co-Chair

Title

Erin Duffy Jensen

Name (Print)

Signature

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from the Bloomington Normal Sunrise Rotary, requesting the Creation of a Class LB (Limited, Beer & Wine Only) Liquor License for an event to be held on Sunday, October 15, 2023, from 2 p.m. to 4 p.m. at 1704 G. E. Rd.

Commissioner Meister recused herself at 4:07 p.m. as she was a member of the Bloomington Normal Sunrise Rotary.

Commissioner Mwilambwe opened the Public Hearing at 4:08 p.m.

Erin Jensen, Event Organizer on behalf of the Bloomington Normal Sunrise Rotary, after being sworn, addressed the Commission.

Ms. Jensen explained the details of the event. She stated the event would benefit Rotary Use Services and the Central Catholic High School Rotaract Club.

Commissioner Mwilambwe asked about BASSET and anticipated attendance. Ms. Jensen said they would have BASSET Certified members check identification and give wristbands. She anticipated between 150 and 200 people would attend.

Commissioner Mwilambwe asked where the run would take place. Ms. Jensen explained it would be on Constitution Trail and that the food and alcohol would be held in a building nearby.

Commissioner Mwilambwe asked if there had been issues in the past for this event. Ms. Jensen answered no.

Staff had no concerns.

Commissioner Mwilambwe asked if there was anyone present to speak for or against the Item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:11 p.m.

Amanda Stutsman, Deputy City Clerk, noted the Item would appear before Council on September 25, 2023.

Commissioner Mwilambwe positively recommended the item to Council.

Commissioner Meister returned at 4:11 p.m.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery, requesting the Creation of a Class SB (Secondary Premises, Beer & Wine Only) Liquor License for a Special Event to be held on Saturday, October 14, 2023, from 10 a.m. to 2 p.m. at 1 Brickyard Dr.

George Boyle, Asst. Corporation Counsel, explained that a Public Hearing was not required for this item because the alcohol for the event would take place on private property.

Mr. Boyle explained that approval of a Secondary Premises license is all that would be required for this event.

The following item was presented: