

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JUNE 9, 2025



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 - Dan Brady

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Micheal Mosley
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Mike Straza
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Abby Scott

City Manager - Jeff Jurgens

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

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
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JUNE 9, 2025, 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
 - A. Proclamation for LGBTQ+ Pride Month, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*
 - B. Recognition of Lifesaving Award Recipients from the Bloomington Fire and Police Departments, as requested by the Police Department and the Fire Department. *(Recommended Motion: None; Presentation only.)*

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 April 28, 2025, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve the Minutes of the May 12, 2025, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and Action on Approving Bills and Payroll in the Amount of \$12,288,236.78, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- D. Consideration and Action on a Resolution Approving an Agreement with Ferguson Enterprises for the Purchase of Water Meters, Software, and Maintenance for the

Fiscal Year 2026 Water Meter Installation Program, in an Amount Not to Exceed \$2,000,000, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

- E. Consideration and Action on a Resolution Approving (1) the Purchase of Arena Dasher Boards from All American Arena Products, Inc., in the Net Amount of \$377,700; and (2) Approving the Surplus Property Trade-In of the Current Dasher Boards for a Credit of \$15,000, as requested by the Arts & Entertainment Department. (Recommended Motion: The proposed Resolution be approved.)
- F. Consideration and Action on a Resolution Authorizing a Change Order for the Contract with Wm. Masters, Inc., for the Miller Park Zoo Rainforest Building HVAC Rooftop Unit Replacement, in the Amount of \$24,900, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)
- G. Consideration and Action on a Resolution Approving a Service Agreement with Motorola Solutions, in the Amount of \$390,312.10, as requested by the Police Department and the Fire Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on a Resolution Approving a Settlement Agreement to Resolve a Claimed Interest in Two Parcels of Property Necessary to Complete the Hamilton Road Extension Project, in the Amount of \$60,000, as requested by the Legal Department and the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on a Resolution Approving a General Liability Settlement Agreement Involving Claimant Bruce Neel, in the Amount of \$37,126.80, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)
- J. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing an Agreement with Air One Equipment, Inc., for the Purchase of 14 Sets of Firefighting Turnout Gear, in the Amount of \$57,550, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)
- K. Consideration and Action on an Application from Sarahbest, Inc., d/b/a Bloomington Rosati's Pizza, located at 1704 Eastland Dr. Units 3 & 4, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

8. Regular Agenda

- A. Consideration and Action on a Resolution Approving a Three-Year Service Agreement with Tyler Technologies, Inc., for a Software as a Service (SaaS) Solution for the Enterprise Public Safety Suite, in the Amount of \$1,459,685.03 Over the Life of the Agreement, as requested by the Police Department and the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.) (Presentation by Darren Wolf, Emergency Communication Center Manager, 10 minutes; and City Council Discussion, 5 minutes.)

- B. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 22 and 37.5 and the Schedule of Fees Pertaining to Massage Establishments and Sexually Oriented Business Licenses Administered by the City Clerk, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Chris Spanos, Corporation Counsel; and Leslie Yocum, City Clerk, 5 minutes; and City Council Discussion, 5 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. 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.



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for LGBTQ+ Pride Month, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[ADM 1B Proclamation](#)

 CITY OF *Bloomington* **ILLINOIS**
Mayoral Proclamation

IN RECOGNITION OF JUNE AS LGBTQ+ PRIDE MONTH

WHEREAS, the City of Bloomington recognizes the rich diversity of its residents and is committed to fostering a welcoming, inclusive, and equitable community for all people; and

WHEREAS, LGBTQ+ (lesbian, gay, bisexual, transgender, queer/questioning, and others) individuals have historically faced discrimination, violence, and marginalization, yet have made countless contributions to our city, state, and nation in every sector of society, including education, business, government, the arts, and public service; and

WHEREAS, Pride Month is celebrated nationally in June to commemorate the Stonewall Uprising of 1969, a pivotal moment in the movement for LGBTQ+ rights and a reminder of the ongoing struggle for justice, dignity, and equal treatment under the law; and

WHEREAS, the City of Bloomington is proud to stand in solidarity with the LGBTQ+ community, recognizing the importance of affirming the identities, lives, and experiences of LGBTQ+ individuals and promoting their health, safety, and well-being; and

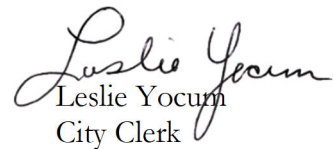
WHEREAS, the City Council reaffirms its commitment to creating a city where all residents—regardless of sexual orientation, gender identity, or gender expression—are valued, respected, and have equal access to opportunities and protections; and

WHEREAS, inclusive communities are stronger communities, and fostering a culture of belonging benefits everyone who lives, works, and visits in Bloomington.

NOW, THEREFORE, I, Dan Brady, Mayor of the City of Bloomington, do hereby proclaim **June as LGBTQ+ Pride Month** in the City of Bloomington. During this month, the City celebrates and honors the history, culture, and contributions of LGBTQ+ residents and allies; that the City encourages residents, businesses, and organizations to reflect on ways they can support equity and inclusion for LGBTQ+ individuals; and that City leadership will continue working to ensure policies and practices reflect Bloomington's commitment to being a safe, welcoming, and affirming city for all.



Dan Brady
Mayor



Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Lifesaving Award Recipients from the Bloomington Fire and Police Departments, as requested by the Police Department and the Fire Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The Bloomington Fire and Police Departments would like to recognize the personnel who received Lifesaving Awards from May 1, 2024 to April 30, 2025. The Lifesaving award is given for a direct action in saving a human life, when the situation was potentially life-threatening to the person rescued, involved exceptional courage, performance, or prolonged lifesaving efforts, when the rescuer used proper judgment, discretion, professionalism, and did not precipitate the necessity for the rescue act or the act was beyond standard or routine training protocols.

The individuals the Police Department would like to recognize are:

- Officer Ronald Fryman
- Officer Jacob Shepard

The individuals the Fire Department would like to recognize are:

- Firefighter Jon Caponi
- Firefighter Cody Cheeseman
- Firefighter Trey Conley
- Firefighter Vernon Dickey
- Firefighter Mark Pitzer
- Firefighter Derek Stevens
- Firefighter Kyle Tieman
- Firefighter Coty Tyner
- Engineer Eric Purchis
- Engineer Shane Stork
- EMS Supervisor Derrick Riordan
- Captain Eric Hall
- Captain Jason Kernosky

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the April 28, 2025, 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, minutes must be approved 30 days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, APRIL 28, 2025 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. 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
Michael Mosley	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present, Remote
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

Council Member Hendricks made a motion, seconded by Council Member Danenberger, to allow Council Member Montney to attend remotely due to work reasons.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosley, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Council Member Montney joined the meeting at 6:03 P.M.

Recognition/Appointments

Item 5.A. Proclamation 56th Annual Professional Municipal Clerk's Week, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation, and City Clerk, Leslie Yocum, and Deputy City Clerk, Amanda Stutsman, were present to accept.

Item 5.B. Recognition of Board & Commission Appointment, as requested by the Administration Department.

City Clerk Yocum welcomed Cortney Eddelman to the Welcoming America Commission.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Dakota Black emailed public comment, and Karen Stailey-Lauder and Jackie Beyer spoke in-person.

Consent Agenda

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

Council Member Ward made a motion, seconded by Council Member Mosley, to approve the Consent Agenda as presented with the exception of 7.D. and 7.L.

Item 7.A. Consideration and Action to Approve the Minutes of the March 24, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$7,247,233.10, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on Approving Appointments to Boards and Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 7.D. was pulled from the Consent Agenda by Council Member Mosley.

Item 7.E. Consideration and Action on a Resolution Approving a Change Order with Stewart Spreading Inc., for Lime Sludge Removal, in the Amount of \$248,351.03, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 071

A RESOLUTION APPROVING A CHANGE ORDER WITH STEWART SPREADING INC., FOR LIME SLUDGE REMOVAL, IN THE AMOUNT OF \$248,351.03

Item 7.F. Consideration and Action on a Resolution Approving a Unit Price Agreement with Republic Services, Inc., for Street Sweeping Debris Disposal (Bid #2025-31), and Granting Authority for Purchase in Fiscal Years 2026, 2027, 2028, and 2029, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 072

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH REPUBLIC SERVICES, INC., FOR STREET SWEEPING DEBRIS DISPOSAL (BID #2025-31), AND GRANTING AUTHORITY FOR PURCHASE IN FISCAL YEARS 2026, 2027, 2028, AND 2029

Item 7.G. Consideration and Action on a Resolution Approving a Unit Price Agreement with Republic Services, Inc. for Construction and Demolition Debris Disposal (Bid #2025-33), and Granting Authority for Purchase in Fiscal Year 2026, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 073

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH REPUBLIC SERVICES, INC. FOR CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL (BID #2025-33), AND GRANTING AUTHORITY FOR PURCHASE IN FISCAL YEAR 2026

Item 7.H. Consideration and Action on a Resolution Approving an Agreement Amendment with PMA Management Corp., for Third Party Claims Administration Services, in the Amount of \$134,952, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 074

A RESOLUTION APPROVING AN AGREEMENT AMENDMENT WITH PMA MANAGEMENT CORP., FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES, IN THE AMOUNT OF \$134,952

Item 7.I. Consideration and Action on a Resolution Approving an Agreement for the Proposal of Insurance, Brokered by Arthur J. Gallagher, for Fiscal Year 2026, in the Amount of \$1,742,988, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 075

A RESOLUTION APPROVING AN AGREEMENT FOR THE PROPOSAL OF INSURANCE, BROKERED BY ARTHUR J. GALLAGHER, FOR FISCAL YEAR 2026, IN THE AMOUNT OF \$1,742,988

Item 7.J. Consideration and Action on a Resolution Approving an Agreement with R.B. Crowther Co., for the Fire Station #1 Roof Replacement (Bid #2025-40), in the Amount of \$507,500, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 076

A RESOLUTION APPROVING AN AGREEMENT WITH R.B. CROWTHER CO., FOR THE FIRE STATION #1 ROOF REPLACEMENT (BID #2025-40), IN THE AMOUNT OF \$507,500

Item 7.K. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing an Agreement with McLean County Asphalt Co., for Surface Repair of the City's Douglas Parking Lots A, B, and C, in the Amount of \$42,426.07, as requested by the Public Works Department and the Arts & Entertainment Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 077

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING AN AGREEMENT WITH MCLEAN COUNTY ASPHALT CO., FOR SURFACE REPAIR OF THE CITY'S DOUGLAS PARKING LOTS A, B, AND C, IN THE AMOUNT OF \$42,426.07

Item 7. L. was pulled from the Consent Agenda by Council Member Danenberger.

Item 7.M. Consideration and Action on a Resolution Authorizing an Agreement with Wilcox Electric & Service Inc., for the Eagle Crest East Pump Station Electrical Replacement Project (Bid #2025-44), in the Amount of \$118,140, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 079

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WILCOX ELECTRIC & SERVICE INC., FOR THE EAGLE CREST EAST PUMP STATION ELECTRICAL REPLACEMENT PROJECT (BID #2025-44), IN THE AMOUNT OF \$118,140

Item 7.N. Consideration and Action on a Resolution Approving an Agreement with CIMCO Refrigeration, Inc., for 2025 Ice Plant Maintenance, in the Amount of \$79,787.05, as requested by the Public Works Department and the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 080

**A RESOLUTION APPROVING AN AGREEMENT WITH CIMCO REFRIGERATION, INC.,
FOR 2025 ICE PLANT MAINTENANCE, IN THE AMOUNT OF \$79,787.05**

Item 7.O. Consideration and Action on a Resolution Approving an Agreement with Lamar Johnson Collaborative, Inc., for the Miller Park Zoo Master Plan (RFQ # 2025-38), in the Amount of \$124,900, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 081

**A RESOLUTION APPROVING AN AGREEMENT WITH LAMAR JOHNSON
COLLABORATIVE, INC., FOR THE MILLER PARK ZOO MASTER PLAN (RFQ # 2025-38),
IN THE AMOUNT OF \$124,900**

Item 7.P. Consideration and Action on a Resolution Approving the List of Designated Architectural, Engineering, and Professional Services Firms Selected from Responses to the City's Request for Qualifications (RFQ #2025-32), as requested by the Engineering Department and the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 082

**A RESOLUTION APPROVING THE LIST OF DESIGNATED ARCHITECTURAL,
ENGINEERING, AND PROFESSIONAL SERVICES FIRMS SELECTED FROM RESPONSES
TO THE CITY'S REQUEST FOR QUALIFICATIONS (RFQ #2025-32)**

Item 7.Q. Consideration and Action on a Resolution Approving an Agreement with Stark Excavating, Inc. for Wylie Drive & Maple Hill Road Intersection Improvements (Bid #2025-25), in the Amount of \$448,920.50, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 083

**A RESOLUTION APPROVING AN AGREEMENT WITH STARK EXCAVATING, INC. FOR
WYLIE DRIVE & MAPLE HILL ROAD INTERSECTION IMPROVEMENTS (BID #2025-25), IN
THE AMOUNT OF \$448,920.50**

Item 7.R. Consideration and Action on (1) a Resolution Approving a Construction Agreement with Union Pacific Railroad Company as a Part of the Fox Creek Road & Bridge Project, in the Amount \$342,415.60; and (2) a Supplemental Resolution for Improvement Under the Illinois Highway Code for Motor Fuel Tax (MFT) Funds, in the Amount \$342,415.60, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution and Supplemental Resolution be approved.)

RESOLUTION NO. 2025 – 084

**A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT WITH UNION PACIFIC
RAILROAD COMPANY AS A PART OF THE FOX CREEK ROAD & BRIDGE PROJECT, IN
THE AMOUNT \$342,415.60**

RESOLUTION NO. 2025 – 085

**A SUPPLEMENTAL RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY
CODE FOR MOTOR FUEL TAX (MFT) FUNDS, IN THE AMOUNT \$342,415.60**

Item 7.S. Consideration and Action on a Resolution Authorizing the Approval of the Proposal from Farnsworth Group for the Police Department HVAC Improvements Design, in an

Amount Not to Exceed \$98,390, as requested by the Public Works Department and the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 086

**A RESOLUTION AUTHORIZING THE APPROVAL OF THE PROPOSAL FROM
FARNSWORTH GROUP FOR THE POLICE DEPARTMENT HVAC IMPROVEMENTS
DESIGN, IN AN AMOUNT NOT TO EXCEED \$98,390**

Item 7.T. Consideration and Action on a Resolution Approving the First Amendment to the Contract Between the City of Bloomington and Jeffrey R. Jurgens, as requested by City Council and Mayor Mboka Mwilambwe. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 087

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN
THE CITY OF BLOOMINGTON AND JEFFREY R. JURGENS**

Item 7.U. Consideration and Action on an Ordinance Amending Chapter 29 of the Bloomington City Code to Prohibit Loitering on Medians Within the City that are Less than Six Feet Wide, as requested by the Legal Department and the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 031

**AN ORDINANCE AMENDING CHAPTER 29 OF THE BLOOMINGTON CITY CODE TO
PROHIBIT LOITERING ON MEDIANS WITHIN THE CITY THAT ARE LESS THAN SIX FEET
WIDE**

Item 7.V. Consideration and Action on an Ordinance Amending Section 30 of Chapter 1 of the City Code Regarding the Biennial Review of the Schedule of Fees, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 032

**AN ORDINANCE AMENDING SECTION 30 OF CHAPTER 1 OF THE CITY CODE
REGARDING THE BIENNIAL REVIEW OF THE SCHEDULE OF FEES**

Item 7.W. Consideration and Action on an Ordinance Amending Section 1204 of Chapter 39 of the Bloomington City Code to Exempt Military Veterans Rated as 100% Service-Connected Disability as Determined by the United States Veterans Administration from the City's Vehicle Use Tax, as requested by the Legal Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 033

**AN ORDINANCE AMENDING SECTION 1204 OF CHAPTER 39 OF THE BLOOMINGTON
CITY CODE TO EXEMPT MILITARY VETERANS RATED AS 100% SERVICE-CONNECTED
DISABILITY AS DETERMINED BY THE UNITED STATES VETERANS ADMINISTRATION
FROM THE CITY'S VEHICLE USE TAX**

Item 7.X. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 44 Pertaining to Text Amendments to the Zoning Code Relating to Use Tables, Definitions, Landscaping, and Screening, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 034

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 44
PERTAINING TO TEXT AMENDMENTS TO THE ZONING CODE RELATING TO USE
TABLES, DEFINITIONS, LANDSCAPING, AND SCREENING**

Mayor Mwilambwe directed the Clerk to call roll:

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

Items Pulled from Consent Agenda

The following Item was presented:

Item 7.D. Consideration and Action on Approving an Appointment to a Commission, as requested by the Administration Department.

Council Member Mosley recused himself as the appointee was his wife.

Council Member Mosley left the room at 6:14 P.M.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

ABSTAIN: Mosley

Motion carried.

Council Member Mosley returned to the meeting at 6:15 P.M.

The following Item was presented:

Item 7. L. Consideration and Action on a Resolution Approving an Agreement with Joe's Towing and Recovery, for Vehicles Up to 10,000 Gross Vehicle Weight (Bid #2025-37), and Granting Authority for Purchase in Fiscal Years 2026, 2027, 2028, and Optional Two Additional Fiscal Years 2029 and 2030, as requested by the Police Department and the Police Department.

Council Member Danenberger asked questions about the bidding process for the towing contract. City Manager Jeff Jurgens noted that the City had used its OpenGov platform to solicit bids and received two. Police Chief Jamal Simington added that standard bidding procedures.

Council Member Danenberger made a motion, seconded by Council Member Becker, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2025 – 078

**A RESOLUTION APPROVING AN AGREEMENT WITH JOE'S TOWING AND RECOVERY,
FOR VEHICLES UP TO 10,000 GROSS VEHICLE WEIGHT (BID #2025-37), AND
GRANTING AUTHORITY FOR PURCHASE IN FISCAL YEARS 2026, 2027, 2028, AND
OPTIONAL TWO ADDITIONAL FISCAL YEARS 2029 AND 2030**

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on an Ordinance Establishing a Standardized Housing Incentive Program, as requested by the Administration Department.

City Manager Jurgens explained that the proposed housing policy was designed to incentivize various types of housing including low-income, senior, historic, and market-rate housing. He pointed out that staff had worked with stakeholders to fine-tune the policy.

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, Mosley, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

ORDINANCE NO. 2025 - 035

AN ORDINANCE ESTABLISHING A STANDARDIZED HOUSING INCENTIVE PROGRAM

The following Item was presented:

Item 8.B. Recognition of Outgoing Mayor and City Council Members, as requested by the Administration Department.

Mayor Mwilambwe thanked outgoing Council Members Donna Bolen, Nick Becker, and Tom Crumpler for their service and presented them with a plaque memorializing their service.

Jeff Jurgens recognized Mayor Mwilambwe's 15 years of service on Council and expressed appreciation from the staff for the Mayor's guidance, passion for serving the City, and presented him with a plaque memorializing his service. He thanked all the Council Members for their service and emphasized the significant impact they'd made, stating their "fingerprints will be on the City for generations to come."

Mayor Mwilambwe expressed gratitude for the opportunity to serve as both a Council Member and Mayor, highlighting that Council agreed more often than they disagreed. He reflected on Bloomington as a special place that attracts people, noting that he never imagined becoming an elected official when he first came to Bloomington as a student, and emphasized the importance of remaining positive about the City's future.

Finance Director's Report

Finance Director Scott Rathbun provided a financial update for March, noting the City was 11 months into the fiscal year with sales tax still to come, and explained that while close to year-end, there were still expenses to track. He highlighted that PPRT (Personal Property Replacement Tax) continued to be about 36% below budget with \$2.7 million projected compared to the original \$3 million budgeted. He mentioned the ongoing state revenue clawbacks and moved onto discuss golf's exceptional year with increases in rounds played, online bookings, season pass sales, and revenue.

City Manager's Discussion

City Manager Jurgens provided updates on the Streetscape Project. He praised Public Works crews for setting up Downtown dining with 18 restaurants, highlighted Arbor Day celebrations, and reminded the community to provide feedback on the Miller Park master plan survey. He concluded by thanking staff for their guidance and support.

Mayor's Discussion

Mayor Mwilambwe emphasized the incredible expertise of City staff, noting that while it's easy for the community to criticize, Bloomington staff were truly second to none. He highlighted staff's execution of projects and urged residents to be proud of their community. He stressed the importance of remaining positive and recognizing the continuous improvement of Bloomington.

Council Members' Discussion

Council Member Ward shared her experience at the International Worker's Memorial Day service, and expressed appreciation to the outgoing Council Members and Mayor for their collaboration and service to the community.

Council Member Crumpler acknowledged and congratulated Council Member-Elect Abby Scott praising her hard work during the campaign and expressed pride in her upcoming representation of Ward 9.

Council Member Hendricks raised concerns about a recent bar crawl in Downtown. He suggested the City review the event's application with input from other groups.

Council Member Mosley expressed gratitude to the outgoing and remaining Council Members appreciating the warm and welcome courtesy he'd been shown in taking his position.

Executive Session

Council Member Hendricks made a motion, seconded by Council Member Danenberger, to enter into Executive Session per Section 2(c)(11) of 5 ILCS 120 to discuss a Pending Litigation.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Montney left the meeting at 7:05 P.M.

Council entered into Executive Session at 7:06 P.M.

Adjournment

Council returned to Open Session at 7:16 P.M.

Council Member Hendricks made a motion, seconded by Council Member Lee, to return to Open Session and adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosley, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 7:17 P.M.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the May 12, 2025, 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, minutes must be approved 30 days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 2B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, MAY 12, 2025 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Dan Brady 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
Dan Brady	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Michael Mosley	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Mike Straza	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
Abby Scott	Council Member, Ward 9	Present

Recognition/Appointments

Item 5.A. Presentation of City of Bloomington Police Officer Commission Certificates to Officers Lukas Reinthaler and Tabitha McCall Upon Completion of Their Probationary Period, as requested by the Police Department.

Police Chief Jamal Simington introduced Officers Lukas Reinthaler and Tabitha McCall and presented each with their Police Officer Commission Certificates.

Item 5.B. Proclamation for Building Safety Month, as requested by the Administration Department.

Mayor Brady presented the Proclamation, and Chris McAllister, City Building Official, and City Inspectors Eric Leman, Bill Dodd, Clint Kilpatrick, and Gayle Price, were present to accept.

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

Leslie Yocum, City Clerk, recognized the following appointments: Elicssha Sanders, Connect Transit Board; Alan Lessoff, Historic Preservation Commission; Rachael Mosley, Planning Commission; Cierra Aiden, Special Commission for Safe Communities; and Robert Harris, Special Commission for Safe Communities.

Public Comment

Mayor Brady made a statement about public comment expectations. The following emailed public comment: (1) Joe Strano, (2) Larry and Kerry Van Gundy, (3) Tom Powell, (4) Krystle Able, (5) Andrew Eberline, and (6) Darlene Dabney. The following spoke in-person: (1) Sabrina Burkiewicz; (2) Matthew Toczko; (3) Robbie Osenga; and (4) Liam Wheeler.

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 Ward made a motion, seconded by Council Member Straza, to approve the Consent Agenda with the exception of Item 7.K.

Item 7.A. Consideration and Action to Approve the Minutes of the April 14, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$10,883,926.52, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Amendment to Extend the Agreement with TELUS Health Through May 31, 2028, for the City's Employee Assistance Program (EAP), as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 088

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AMENDMENT TO EXTEND THE AGREEMENT WITH TELUS HEALTH THROUGH MAY 31, 2028, FOR THE CITY'S EMPLOYEE ASSISTANCE PROGRAM (EAP)

Item 7.D. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing an Amendment to Extend the Agreement with Holmes Murphy through June 30, 2028, for Insurance Broker Services for the City's Dental, Life, and Health Benefits for Staff, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 090

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING AN AMENDMENT TO EXTEND THE AGREEMENT WITH HOLMES MURPHY THROUGH JUNE 30, 2028, FOR INSURANCE BROKER SERVICES FOR THE CITY'S DENTAL, LIFE, AND HEALTH BENEFITS FOR STAFF

Item 7.E. Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for a Design to Replace the Existing Electrical System at the Water Treatment Plant, in an Amount Not to Exceed \$1,019,625, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 091

A RESOLUTION APPROVING AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC., FOR A DESIGN TO REPLACE THE EXISTING ELECTRICAL SYSTEM AT THE WATER TREATMENT PLANT, IN AN AMOUNT NOT TO EXCEED \$1,019,625

Item 7.F. Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for the Design to Replace the Existing Quicklime System with a Hydrated Lime System at the Water Treatment Plant, in an Amount Not to Exceed \$489,230, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 092

**A RESOLUTION APPROVING AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC.,
FOR THE DESIGN TO REPLACE THE EXISTING QUICKLIME SYSTEM WITH A
HYDRATED LIME SYSTEM AT THE WATER TREATMENT PLANT, IN AN AMOUNT NOT
TO EXCEED \$489,230**

Item 7.G. Consideration and Action on a Resolution Approving Two Easement Agreements with Ameren Illinois Company to Further the Construction of the New Northeast Pumping Station, as requested by the Water Department. (Recommended Motion: *Recommended Motion: The proposed Resolution be approved.*)

RESOLUTION NO. 2025 – 089

**A RESOLUTION APPROVING TWO EASEMENT AGREEMENTS WITH AMEREN ILLINOIS
COMPANY TO FURTHER THE CONSTRUCTION OF THE NEW NORTHEAST PUMPING
STATION**

Item 7.H. Consideration and Action on a Resolution Authorizing the Renewal of a Joint Agreement with the Town of Normal and the Ecology Action Center for an Energy Efficiency Program, as requested by the Public Works Department. (Recommended Motion: *The proposed Resolution be approved.*)

RESOLUTION NO. 2025 – 093

**A RESOLUTION AUTHORIZING THE RENEWAL OF A JOINT AGREEMENT WITH THE
TOWN OF NORMAL AND THE ECOLOGY ACTION CENTER FOR AN ENERGY
EFFICIENCY PROGRAM**

Item 7.I. Consideration and Action on a Resolution Rejecting the Sole Bid Received for Bid #2025-43, Authorizing Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate an Agreement with Stark Excavating, Inc. for Construction of the North Main Street portion of the Downtown for Everyone Streetscape Plan, as requested by the Engineering Department and the Administration Department. (Recommended Motion: *The proposed Resolution be approved.*)

RESOLUTION NO. 2025 – 094

**A RESOLUTION REJECTING THE SOLE BID RECEIVED FOR BID #2025-43,
AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS, AND
AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH STARK
EXCAVATING, INC. FOR CONSTRUCTION OF THE NORTH MAIN STREET PORTION OF
THE DOWNTOWN FOR EVERYONE STREETSCAPE PLAN**

Item 7.J. Consideration and Action on a Resolution Approving 1) the Annual Renewal of the Agreement with Flock Group, Inc., for Existing Products, in the Amount of \$20,900, and 2) the Annual Renewal of the Agreement with Flock Group, Inc., for Flock OS Software, in the Amount of \$38,400, as requested by the Police Department. (Recommended Motion: *The proposed Resolution be approved.*)

RESOLUTION NO. 2025 – 095

**A RESOLUTION APPROVING 1) THE ANNUAL RENEWAL OF THE AGREEMENT WITH
FLOCK GROUP, INC., FOR EXISTING PRODUCTS, IN THE AMOUNT OF \$20,900, AND 2)
THE ANNUAL RENEWAL OF THE AGREEMENT WITH FLOCK GROUP, INC., FOR FLOCK
OS SOFTWARE, IN THE AMOUNT OF \$38,400**

Item 7.K. was pulled from the Consent Agenda by Council Member Danenberger.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

Items Pulled from the Consent Agenda

The following Item was presented:

Item 7.K. Consideration and Action on an Ordinance Approving a Special Use Permit for a Multiple-Family Conversion Dwelling (3+ Units) with a Waiver of § 44-1040A for One Unit, in the R-2 (Mixed Residence) District, for the Property Located at 707 E. Empire Street (PIN: 21-04-227-004), as requested by the Legal Department and the Legal Department.

Council Member Straza recused himself as he was a member of the Zoning Board of Appeals when the Item was considered. He left the room at 6:24 P.M.

Council Member Danenberger made a motion, seconded by Council Member Montney, to approve an Ordinance denying a Special Use Permit for 707 E. Empire Street in accordance with the unanimous recommendation by the Zoning Board of Appeals.

Council Member Ward, due to the current housing crisis, strongly encouraged Council to vote against the current motion as she believed it would force someone to become unhoused.

Council Member Danenberger stated that there were only two units occupied at 707 E. Empire Street, and that no one would be evicted. He reminded Council of the nine-unit Victorian house at 1 White Place that historically remained partially occupied. He shared that the basement units were unlivable and undesirable, similar to the third unit at 707 E. Empire Street. He stressed that one unit would not be a detriment to the housing crisis.

Council Member Hendricks confirmed with Alissa Pemberton, Planning Manager, that the property's history included a request from a previous owner for a special use permit for a three-unit building that had been denied by Council.

Council Member Mosley discussed rental enforcement with Kelly Pfiefer, Development Services Director.

Council Member Ward stated that if denied the current property owner would be penalized for the non-compliance of the previous owner.

Council Member Danenberger disagreed and stated that, based on statements he received by residents near 707 E. Empire, the current owner knew the building was approved for two units only and had attempted to create more units without following required procedure.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Mosley, Montney, Danenberger, Hendricks, Lee, Scott

NAYES: Kearns, Ward

ABSTAIN: Straza

Motion carried.

ORDINANCE NO. 2025 – 036

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A MULTIPLE-FAMILY CONVERSION DWELLING (3+ UNITS) WITH A WAIVER OF § 44-1040A FOR ONE UNIT, IN THE R-2 (MIXED RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 707 E. EMPIRE STREET (PIN: 21-04-227-004)

Council Member Straza returned to the meeting at 6:35 P.M.

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on a Resolution Approving an Agreement with Spheros Environmental Group Parent, Inc. for a Second Algaecide Treatment, in the Amount of \$82,534.80, as requested by the Water Department.

City Manager Jeff Jurgens stated that staff were requesting approval of the proposed water treatment as a contingency in case it was needed based on water testing.

Ed Andrews, Water Director, provided an update on Lakes Bloomington and Evergreen and discussed the 2024 Annual Drinking Water Quality Report, as well as continuous water quality monitoring. He shared that, as of late Friday afternoon, the Illinois Environmental Protection Agency (“IEPA”) had reduced water monitoring requirements as they believed the City was at the end of the algae bloom issue and may not need an algaecide treatment.

Council Member Lee and Director Andrews discussed how City staff gather water samples for testing at the IEPA lab in Springfield.

Mayor Brady confirmed water sample testing frequency with Director Andrews.

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

RESOLUTION NO. 2025 - 096

A RESOLUTION APPROVING AN AGREEMENT WITH SPHEROS ENVIRONMENTAL GROUP PARENT, INC. FOR A SECOND ALGAECIDE TREATMENT, IN THE AMOUNT OF \$82,534.80

The following Item was presented:

Item 8.B. Consideration and Action on a Resolution Supporting the Sale by Connect Transit of 104 E. Oakland Avenue to Home Sweet Home Ministries for a Non-Congregate Shelter Project, as requested by the Administration Department.

City Manager Jurgens explained the history of the Item, as well as various opportunities the City had provided for public and Council input.

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

Council Member Hendricks expressed support and thanked Matt Burgess, CEO of Home Sweet Home Ministries, and City Administration for their collaboration efforts. He believed this was an opportunity for the City to become a model for compassion and action for the unhoused.

Council Member Montney expressed interest in additional discussion on historical events and data. She reported on the increase of unhoused over the past five years, as well as the need for additional substance abuse resources. She then compared studies from Denver, Colorado and Seattle, Washington.

Council Member Ward strongly supported the Item and agreed that discussions should continue focusing on proactive measures to address root causes of becoming unhoused. She pointed out that the case studies mentioned were not from cities of comparable size.

Council Member Scott noted multiple case studies on similar projects in other Midwest communities and discussed her research into success rates.

Council Member Mosley expressed support for the Item noting Council should continue research into root causes.

Council Member Montey shared questions sent to her by constituents.

Mayor Brady clarified the City's responsibility into the project and permitting process with City Manager Jurgens. City Manager Jurgens stated that the City had made no direct financial commitments and then he explained the permit approval process.

Council Member Ward made a motion, seconded by Council Member Danenberger, to amend the motion to approve the Resolution with the addition to encourage the Town of Normal to also pass a similar Resolution in support.

Council Members Hendricks and Mosley expressed concerns with the approval of the Bloomington Resolution being contingent on the Town of Normal approving a similar resolution in support. They were also concerned that tabling it could hinder the project's timeline.

City Clerk Yocum confirmed with Council Member Hendricks that he agreed to the amended motion. Council Member Hendricks did not support language making the City's Resolution contingent on the Town of Normal, but did support adding language that encouraged the Town to support the project. Clerk Yocum committed to adding such language if approved.

Council Member Ward and Danenberger withdrew the motion to amend.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

RESOLUTION NO. 2025 - 097

A RESOLUTION SUPPORTING THE SALE BY CONNECT TRANSIT OF 104 E. OAKLAND AVENUE TO HOME SWEET HOME MINISTRIES FOR A NON-CONGREGATE SHELTER PROJECT

City Manager's Discussion

City Manager Jurgens shared that over 400 Bloomington Junior High 8th Graders were CPR (cardiopulmonary resuscitation) trained at a recent event held by the Fire Department. He then recognized staff for their hard work in obtaining an Aa1 Rating by Moody's, which is the highest rating. He discussed items that would come before Council at upcoming meetings. He

highlighted a successful Family Fun Day at Tipton Park and commented to the successful completion of the Spring Bulk Pick Up.

Mayor's Discussion

Mayor Brady commented on the Newly Elected Ceremony and expressed excitement to begin his tenure as the new Mayor.

Council Members' Discussion

No discussion was had.

Executive Session

No Executive Session was had.

Adjournment

Council Member Hendricks made a motion, seconded by Council Member Lee, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried (viva voce).

The meeting adjourned at 7:19 P.M.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$12,288,236.78, 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 \$12,288,236.78 (Payroll total \$2,995,059.72, Accounts Payable total \$8,923,981.08, Bank Transfers total \$184,499.90, and Procurement Card Purchases total \$184,696.08).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/30/2025	\$ 2,744,497.79	\$ 250,561.93	\$ 2,995,059.72

Off Cycle Adjustments	\$ -	\$ -	\$ -
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PAYROLL TOTAL	\$ 2,995,059.72
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
6/9/2025	AP General	\$ 8,709,792.18
6/9/2025	AP JMScott	\$ 10,000.00
6/9/2025	AP Comm Devel	\$ 81,387.47
6/9/2025	AP IHDA	\$ -
6/9/2025	AP Library	\$ 90,113.23
6/9/2025	AP MFT	\$ 32,110.00
5/29/2025	Out of Cycle AP	\$ 578.20
5/19/2025-5/28/2025	AP Bank Transfers	\$ 184,499.90
	AP TOTAL	\$ 9,108,480.98

PCARDS

\$ 183,167.92
\$ 1,528.16

PCARD TOTAL	\$ 184,696.08
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GRAND TOTAL	\$ 12,288,236.78
--------------------	-------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Ferguson Enterprises for the Purchase of Water Meters, Software, and Maintenance for the Fiscal Year 2026 Water Meter Installation Program, in an Amount Not to Exceed \$2,000,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will purchase Neptune water meters, related accessories, software licensing, and maintenance for meter reading equipment from Ferguson Enterprises. In August 2019, the Meter Services Section prepared a program evaluation describing the current water meter program and proposed improvements to it. In addition to the current program, the evaluation included current meter statistics, the American Water Works Association ("AWWA") Water Audit process, and meter sizing practices. Staff evaluated the current program and analyzed six alternatives to improve the current program. The proposed meter program is based on staff input, Neptune's Statistical Evaluation for Enhancement of Revenue ("SEER") data, and meter data, gathered annually, using a three-pronged approach, including: (1) a 15-year meter change-out program; (2) an emphasis on expedited replacement of turbine and compound meters; and (3) meters with lead content between .26% and 8%.

The Water Department will use the funding to implement the improved Water Meter Installation Program, which will utilize existing staff to replace approximately 4,500 aged meters in the system per year. The funding also supports the software licensing and the maintenance of the meter reading equipment. Water metering technology varies greatly from one manufacturer to another, as different technologies and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software make it extremely difficult and cost-prohibitive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter, software, and meter reading equipment and negotiated the price of the water meters and the related accessories.

On February 28, 2005, Council approved Resolution No. 2005-33, which specifically identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in this region (please see attached limited source letter).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds totaling \$2,500,000 are included in the FY 2026 Budget under Water Meter Services-Meters account (50100150-71730) and will cover the not to exceed \$2,000,000. Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 101.

Respectfully submitted for consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

ATTACHMENTS:

[WTR 1B Resolution](#)

[WTR 1C Resolution - Exhibit A - Quote](#)

[WTR 1D Sole Source Letter](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH FERGUSON ENTERPRISES FOR THE PURCHASE OF WATER METERS, SOFTWARE, AND MAINTENANCE FOR THE FISCAL YEAR 2026 WATER METER INSTALLATION PROGRAM, IN AN AMOUNT NOT TO EXCEED \$2,000,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending the approval of an Agreement to purchase of Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment (Exhibit A), for the Fiscal Year 2026 Water Meter Installation Program in an amount not to exceed \$2,000,000; and

WHEREAS, the Water Department will use the funding to implement the improved Water Meter Installation Program, which will utilize existing staff to replace approximately 4,500 aged meters in the system per year; and

WHEREAS. The Agreement and funding will also support software licensing and the maintenance of the meter reading equipment; and

WHEREAS, the Agreement consists of Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement (Exhibit A).

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement (Exhibit A), and any other necessary documents.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:
From: Tj Rodebaugh
tj.rodebaugh@ferguson.com
Comments:

33

10:48:22 APR 11 2025

Page 1 of 2

FERGUSON WATERWORKS #2516

Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B204169
Bid Date: 04/11/25
Quoted By: TJR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#: VERBAL NICK

Job Name: 2025-26 SOFTWARE

Item	Description	Quantity	Net Price	UM	Total
	QUO-178523-Z0N3F9 VALID: 1/1/24 - 12/31/24				
N13727001	ANNUAL ENTITLEMENT FEE GATEWAY R900 SERIAL NUMBERS: GPV402530 GPV402531 GPV402535 GPV402540 GPV401318 GPV402108 GPV402111 GPV402112 GPV402113 GPV402114 GPV402115 GPV402117 GPV402118	20	1600.000	EA	32000.00
N13721008	ANNUAL ENTITLEMENT FEE BELTCLIP SERIAL NUMBERS: BC300760 BC300828 BC303068 BC303082 BC303089 BC002005 BC000651 BC000658 BC000576 BC000557 BC000325 BC000341	12	749.587	EA	8995.04
N13721005	ANNUAL ENTITLEMENT FEE MRX920 SERIAL NUMBERS: MRX401174 MRX401240	4	3077.600	EA	12310.40



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
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Fax: 815-756-2877

10:48:22 APR 11 2025

Reference No: B204169

Item	Description	Quantity	Net Price	UM	Total
	MRX401714				
	MRX402502				
N13980107	*0824 NEPTUNE 360 AMR - 20001-50000	4000	1.223	EA	4892.00
N13980207	*0824 NEPTUNE 360 AMI - 20001-50000	29500	2.960	EA	87320.00

Net Total: \$145517.44

Tax: \$0.00

Freight: \$0.00

Total: \$145517.44

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Ferguson understands that this quote is being approved at the price provided. ~~Should there be an increase in cost and Customer is unable to receive approval for any additional amounts, Ferguson agrees that Customer will not be obligated to make any payment to Ferguson and should not be bound to any of the terms and conditions contained within this quote and attached hereto.~~ (See Revised

Terms + Conditions of Sale - Price).

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**Scan the QR code or use the link below to
complete a survey about your bids:<https://survey.medallia.com/?bidsorder&fc=2521&on=4931>

FERGUSON ENTERPRISES, LLC. TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT:

These Terms and Conditions of Sale together with Ferguson's Privacy Policy (collectively the "Terms") establish the rights, obligations, and remedies of Ferguson Enterprises, LLC, and/or its wholly owned affiliates ("Seller") and the buyer ("Buyer"), form the entire agreement between Seller and Buyer, and apply to all sales transactions between Seller and Buyer unless otherwise specifically agreed to in writing by both parties. All prior oral or written agreements, including, but not limited to, terms in Buyer's purchase order, which are different from or in addition to these Terms are not binding on Seller unless expressly accepted in writing by Seller's duly authorized representative.

2. SHIPMENT:

All orders are shipped FCA, Seller's facility (Incoterms® 2020). Risk of loss will transfer to Buyer upon tender of products and/or parts ("Products") to Buyer, Buyer's representative or common carrier. The cost of any special packaging or handling caused by Buyer's requirements or requests will be added to the amount of Buyer's order. If Buyer causes or requests a delay of shipment, or if Seller ships or delivers an order erroneously as a result of inaccurate, incomplete, or misleading information supplied by Buyer or Buyer's agents or employees, all storage and other additional costs and risk will be borne by Buyer.

3. PRICE:

All prices are subject to change unless otherwise noted on Seller's applicable quotation. ~~Buyer will be invoiced at prices in effect at the time of shipment.~~ All taxes, transportation costs, duties and other charges are in addition to quoted prices. The amount of any sales, excise or other taxes, if any, applicable to the Products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with a valid tax exemption certificate.

4. DELIVERY:

Seller will make a good faith effort to deliver Products in accordance with Buyer's schedule. Seller will pay for expedited shipping of delayed Products if the delay in delivery is solely caused by Seller. Seller assumes no responsibility or liability for Seller's non-performance caused by a force majeure event including, but not limited to an act of God, war, labor disputes, civil unrest, accidents, pandemics, the inability to obtain materials or Products, delays of carriers, contractors or suppliers, or any other causes beyond Seller's control.

5. CANCELLATION:

Buyer may not cancel or modify an order without the written consent of Seller and payment by Buyer of all applicable cancellation or re-stocking fees.

6. PAYMENT:

Buyer shall pay for the Products Net 10th Prox from date of Seller's invoice. In the event of a late payment, Seller is entitled to treat Buyer's entire account(s) as immediately due and payable without notice or demand. All past due amounts will be subject to a service charge accruing at a rate of up to 1.5% per month. Buyer shall not be allowed to retain or holdback payment and Buyer's payment obligations are not contingent on any event other than Seller's performance. Buyer's receipt of payment or funds from any third party shall in no way relieve Buyer's obligations to pay Seller. Buyer is not entitled to set-off any amounts due to Seller by Buyer in connection with any transaction governed by these Terms. Buyer's credit application to Seller is hereby incorporated by reference.

To the extent payment is received by Seller without retention, Seller warrants there are no liens on the furnished work or the Products. Seller shall execute mutually agreed and appropriate lien waivers upon request of Buyer; provided that Seller shall have no obligation to provide lien waivers, release of claims or other documents from its suppliers and/or subcontractors. Any lien waivers shall be conditioned upon full payment to Seller by Buyer. Seller does not relinquish any statutory lien and/or bond rights; such rights are only relinquished to the extent payment is actually received without retention. Any provision in a lien waiver that waives rights beyond payment shall be null and void.

3. INSPECTION AND ACCEPTANCE:

Buyer shall examine all Products upon receipt and prior to installation. All claims for damage, shortage, and errors in shipment or improper delivery must be made to Seller in writing within two (2) business days of delivery, after which date Buyer will be deemed to have accepted the Products and will have no right to reject the Products or to revoke acceptance. Buyer must make any claims for billing errors or adjustments to Seller in writing within ten (10) business days from the invoice date. Claims not received in writing within such period of time will be waived by Buyer.

9. RETURNS:

Within 30 days of purchase, Buyer may return any Products which Seller stocks and which are not special-order items if:

- i) the Products are in new condition, suitable for resale in undamaged original packaging and with all original parts; and
- ii) the Products have not been used, installed, modified, rebuilt, reconditioned, repaired, altered, or damaged. All returns are subject to a re-stocking fee, unless otherwise agreed to by Seller. Special orders or non-stock Products may be returned if the manufacturer is willing to accept the return and Buyer agrees to reimburse Seller for any restocking or cancellation fees charged by the manufacturer.

10. COMPLIANCE WITH EXPORT CONTROL LAWS:

Buyer warrants that it is not subject to United States ("U.S."), European Union ("E.U."), or United Nations ("U.N.") sanctions, including, but not limited to, being identified on the U.S. Specially Designated Nationals ("SDN") List, or more than 50 percent owned by an SDN. Buyer further acknowledges that Products are subject to U.S. export control laws and regulations and cannot be exported, reexported, or transferred except in compliance with such laws and regulations. If Seller delivers Products to Buyer within the U.S., Buyer expressly assumes any and all duties and liability associated with subsequent export of the Products, including but not limited to determining export licensing requirements, obtaining all required authorizations, and submitting Electronic Export Information, if required. Seller shall not be named the U.S. Principal Party in Interest (USPPI) in any export transaction without Seller's prior express approval. If Buyer is located out of the U.S. and Seller delivers Products to Buyer's U.S. Authorized Agent, the export shall be routed. Seller shall not be responsible for submitting Electronic Export Information, if required. Buyers located outside of the U.S. expressly assume all duties and liability associated with obtaining an U.S. Authorized Agent to file Electronic Export Information. Buyer expressly assumes responsibility for determining export licensing requirements under the Export Administration Regulations and obtaining authorization for the export as may be required. Seller shall not serve as Buyer's U.S. Authorized Agent. Seller has the right to request information regarding Buyer's U.S. Authorized Agent, such as the data elements filed in the Automated Commercial Environment, the Internal Transaction Number, the date of export, and the filer name.

11. WARRANTIES:

a.) *Private Label Products:* Unless otherwise specified in the product specifications, Seller warrants title to the Products and that for a period of twelve months after delivery to Buyer, Seller's Private Label Products shall conform to their specifications and be free from defects in material or workmanship. Buyer's sole and exclusive remedy for non-conformity with these warranties shall be repair or replacement of the non-conforming Products at Seller's expense, or refund of the purchase price for non-conforming Products returned during the warranty period.

b.) *All Other Products:* Seller warrants only title to the Products sold to Buyer. All other warranties are those extended by the product manufacturer. Seller assigns to Buyer any and all manufacturer warranties and will assist Buyer to obtain repair, replacement, or other applicable remedy for a breach of warranty made known to Seller during the warranty period.

c.) *Installation Warranty:* For those Products installed by Seller, if any, for a period of twelve (12) months from installation or first use (whichever occurs later, but in no event longer than eighteen (18) months from date of installation), Seller warrants that services shall be performed in a professional and workmanlike manner and in accordance with

services were not performed in accordance with the limited warranty herein, Seller shall re-perform the services to the Buyer's satisfaction. The foregoing shall not apply if there is evidence of abuse or misuse by Buyer or any third party.

1.) *Services*: Seller warrants that all services provided by Seller shall be performed in a professional and workmanlike manner with qualified personnel.

2.) *Warranty Exclusions*: These warranties shall be void if there has been misuse, accident, modifications, unsuitable physical or operating environment, improper maintenance, storage, or installation of the Products. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR USE OR A PARTICULAR PURPOSE EVEN IF KNOWN BY SELLER. SELLER MAKES NO REPRESENTATION, WARRANTY, OR PROMISE THAT THE PRODUCTS OR SERVICES WILL CONFORM TO ANY APPLICABLE LAWS, ORDINANCES, REGULATIONS, CODES OR STANDARDS, INCLUDING BUT NOT LIMITED TO LOW LEAD OR LEAD-FREE LAWS OR REGULATIONS, EXCEPT AS SPECIFIED AND AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

12. INDEMNIFICATION:

Each party ("Indemnitor") shall indemnify, defend and hold harmless the other party and its employees, officers, directors, and agents (each an "Indemnitee") from any suit, cause of action, arbitration/mediation proceeding, judgment, or claim ("Claim") for damages to property or bodily injury, loss of life, infringement, liability of any nature, costs, fines, penalties, and expenses, including reasonable attorney fees and any other cost of litigation ("Damages") to the extent caused directly by the negligent act or omission or intentional misconduct of the Indemnitor. Indemnification shall not apply to Damages proximately caused by the negligence of Indemnitee.

13. INSURANCE:

Seller shall maintain all insurance as required by law and shall not allow such coverage to lapse. Seller agrees to maintain Worker's Compensation coverage as required by applicable state law, \$2 million per occurrence and \$4 million aggregate in commercial general liability coverage, including product liability coverage, and \$5 million in automobile liability coverage. All such coverage can be met through a standard, umbrella, or any combination of policies thereof. Seller is not bound to pay any premium or other fee to an Owner Controlled Insurance Program ("OCIP") or Contractor Controlled Insurance Program ("CCIP") type insurance program. Unless expressly provided in Seller's quotation to Buyer, payment and performance bonds are not to be provided by Seller.

14. LIMITATION OF LIABILITY:

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY, LIQUIDATED, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUES, CAPITAL, BUSINESS OPPORTUNITY OR DOWNTIME COSTS, ARISING OUT OF THE SALE OF PRODUCTS AND/OR SERVICES TO BUYER. This limitation shall apply regardless if the claimed damages arise from breach of contract, breach of warranty, tort, strict liability, or any other legal theory.

15. U.S. GOVERNMENT CONTRACTS:

If Buyer is procuring, directly or indirectly, for sale to or on behalf of any agency of the U.S. Government, and/or the Buyer's prime contract is funded in whole or in part by U.S. Government federal procurement funding or the end customer is the U.S. Government, Buyer agrees that (a): All Products provided by Seller meet the definition of a 'commercial product', specifically a "commercially-available-off-the-shelf (COTS) item", and/or all services provided by Seller meet the definition of a "commercial service" as those terms are defined in Federal Acquisition Regulation ("FAR") Part 2.101; and (b): All Products and/or services are provided by Seller on a firm-fixed-price basis, and governed by FAR Part 12 and its implementing regulations. Seller agrees to the incorporation of mandatory flow-down clauses aligned with the value of the Products, those FAR and Defense Federal Acquisition Regulation Supplement ("DFARS") clauses applicable to COTS products, and those clauses that apply to the specific Products and/or services provided under these Terms, including but not limited to FAR 52.244-6, FAR 52.212(e), and DFARS 252.244-7000. Clauses that are not applicable by their terms are self-deleting and not applicable under these Terms. With regard to any Made in America law, including the Buy American Act, Buy America Act, Trade Agreements Act, or any other domestic preference requirements that may otherwise be applicable, a Products' country of origin is unknown unless otherwise specifically stated by Seller in writing and prepared in connection with such order. If the reasonableness of a Product's price cannot

considered "commercial", Seller may cancel its acceptance of the applicable order without liability. The version of any applicable FAR or DFARS clause listed in this Clause 15 shall be the one in effect on the date of sale.

16. SEVERABILITY:

These Terms will be construed as if prepared jointly by the parties hereto and any uncertainty or ambiguity will not be interpreted against any one party. If any provision contained in these Terms is held to be unenforceable then such provision will be given effect in such reduced form as may be decided by a court of competent jurisdiction, provided that, if any provision should be declared unenforceable or invalid for any reason, such unenforceable or invalid provision will be severed from the remainder of these Terms without affecting the enforceability or validity of the remaining provisions.

17. NON-WAIVER:

The failure of Seller to insist upon the strict performance of any of these Terms will not be deemed to be a waiver of any of the rights or remedies of Seller, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of these Terms will be valid unless in writing signed by a duly authorized representative of Seller.

18. DISPUTE RESOLUTION:

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to these Terms by negotiation between executives who have authority to settle the dispute. The executives must be at a higher level of management than the persons with direct responsibility for administration of these Terms. If a dispute cannot be resolved by negotiation, then either party may bring a legal action in accordance with Section 19 of these Terms.

19. GOVERNING LAW:

For Products and/or services delivered within the U.S., all disputes related to or arising out of a Buyer's order shall be governed by the laws of the jurisdiction where the applicable Products are delivered and/or services are performed, excluding the rules on the conflict of laws. For Products and/or services delivered outside of the United States, all disputes related to or arising out of Buyer's order shall be governed by the laws of the Commonwealth of Virginia, excluding the rules on the conflict of laws. Any legal action related to or arising out of Buyer's order shall be brought in the relevant state or federal court in such jurisdiction. The United Nations Convention on Contracts for the International Sale of Products, and any successor thereto, shall not apply.

Rev. May 2025

CITY OF BLOOMINGTON

Signature

Title

Attest:

It's City Clerk

April 7, 2025

Mr. Nic O'Donoghue
City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ref: Ferguson Waterworks – Sole Authorized Distributor – Northern Illinois

Neptune Technology Group Inc is pleased to affirm that Ferguson Waterworks, is the sole authorized distributor in Northern Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units, parts and software.

Ferguson Waterworks is authorized by Neptune to sell, warrant and service Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact Ferguson Waterworks, TJ Rodebaugh at 815-341- 4772, your local Neptune representative, Pat Prasifka, at 334-391-6128, or Neptune's bid department at 470-283-4399

Sincerely,



Patrick Prasifka
District Manager
Neptune Technology Group



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving (1) the Purchase of Arena Dasher Boards from All American Arena Products, Inc., in the Net Amount of \$377,700; and (2) Approving the Surplus Property Trade-In of the Current Dasher Boards for a Credit of \$15,000, as requested by the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Dasher-boards are used to contain the action during a hockey game to the ice itself. The boards and safety glass provide a barrier to keep both players and equipment safely away from the patrons in the seats. The current dasher-boards are aging, worn, and no longer have readily available replacement parts. The primary concern would be the dasher boards sustaining damage that was not repairable.

If approved, the City will purchase a new dasher-board system for Grossinger Motors Arena from All American Arena Products through the Sourcewell Purchasing Agreement #120320-ALL (exp. 1/8/2026). The base price is \$383,200 plus Alternate #1 for seamless acrylic in the amount of \$9,500, for a total of \$392,700. If authorized by Council, the City will also trade in the current dasher boards for a credit of \$15,000. This will result in a total net cost to the City of \$377,700. The purchase consists of the delivery and installation of an R6A 6-inch Aluminum Prefabricated Dasher Board System for one ice rink measuring 200 feet long by 85 feet wide, with a 28-foot radius.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase Arena Dasher Boards from All American Arena Products, Inc., in the net amount of \$377,700; and trade-in the current Dasher Boards for a credit of \$15,000. The total price includes delivery and installation. A total of \$365,000 was included in the FY2026 Budget for replacement of the current dasher boards under the Arena-Buildings account (57107110-72520). Sufficient budgeted funds are available in this account to cover the \$12,700 difference. Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement", on pages 133, 161, 261, 264, and 265.

Respectfully submitted for consideration.

Prepared by: Greg Grisham, Business Manager

ATTACHMENTS:

A&E 1B Resolution

A&E 1C Resolution - Exhibit A - Proposal

A&E 1D Sourcewell Agreement

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING (1) THE PURCHASE OF ARENA DASHER BOARDS FROM ALL AMERICAN ARENA PRODUCTS, INC., IN THE NET AMOUNT OF \$377,700; AND (2) APPROVING THE SURPLUS PROPERTY TRADE-IN OF THE CURRENT DASHER BOARDS FOR A CREDIT OF \$15,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of new dasher boards ("PURCHASE") for Grossinger Motors Arena from All American Arena Products, Inc., in the amount of \$392,700, and authorization to trade in the current dasher boards for a credit of \$15,000, for a total net cost of \$377,700; and

WHEREAS, a detailed proposal is attached as Exhibit A; and

WHEREAS, the current Arena Dasher Boards are aged past their lifespan, and are in poor condition with no readily available parts to maintain or repair. The current damage to the dasher boards could put the City in default of the agreement with for the Bloomington Bison Hockey Club due to safety concerns; and

WHEREAS, the PURCHASE consists of the delivery and installation of an R6A 6-inch Aluminum Prefabricated Dasher Board System for one ice rink measuring 200 feet long by 85 feet wide, with a 28-foot radius. The complete scope of work is noted in attached (Exhibit A); and

WHEREAS, the PURCHASE will be made through All American Arena Products, Inc. using Sourcewell Agreement #120320-ALL (exp. 1/8/2026); and

WHEREAS, the City Council finds it in the best interest of the City to approve the purchase and authorize the trade-in of current dasher boards.

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

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

SECTION 2. City staff are authorized to trade-in the current dasher boards as surplus property for a credit.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 9th day of June 2025.

APPROVED this ____ day of June 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



1414 S. 4th Avenue
 Albert Lea, MN 56007
 Sourcewell Awarded Vendor - 120320-ALL
 (844) 231-2227
scan@allamericanarena.com

Date: May 22, 2025

City of Bloomington
 Bloomington, Illinois
 Sourcewell Member ID #25014

Grossinger Motors Arena Dasherboard replacement

R6A 6" Aluminum Prefabricated Dasher Board System. This proposal is for one rink measuring 200 ft long by 85 ft wide, with a 28 ft radius.

Summary of scope of work by All-American Arena Products will include:

FRAME

- Panels to be welded aluminum with a mill finish.
- Panels to be 42" high x 6" wide and typical 8 ft in length.

ANCHORS

- Boards to be installed on the existing steel ice dam.

GATES

- 4 – 30" player gates along the side of the rink.
- 2 – 30" penalty box gates with ice side push release buttons.
- 4 – 30" access gates for access into boxes.
- 3 – 36" access gates with push release buttons.
- Hardware made of stainless steel. Fasteners are stainless steel.
- Player and access gates to have adjustable hinges, as well as pivoting latch/catch assemblies.
- 2 – 120" double leaf machine gates.
- Machine gate to have heavy duty adjustable hinges, heavy-duty spring-loaded caster wheels and sliding closure bars.
- 12 – 48" wide lift out panels.

BOARD CLADDING

- .500" thick white high-density polyethylene (HDPE) board facing.
- .500" thick x 8" high, yellow HDPE kick plate, top edge routed to 3/8" radius.
- Kick plate to be installed flush with facing. (Inlaid)
- 3/4" thick HDPE cap rail with edges routed to 3/8".
- Cap rail to be grooved for acrylic shielding.
- Color for cap rail is TBD.
- 3/8" white HDPE backer panel installed around the entire perimeter of the rink.
- Backer to be quick release.



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SHIELDING AND SUPPORTS

- 8' high x .590" thick supported clear cast acrylic for the ends and radii.
- 6' high x .590" thick supported clear cast acrylic for the sides of the rink, including in front and between the penalty and timekeeper boxes.
- Shield supports to be our 2pc quick change anodized aluminum face plates.
- Shield supports to extend to 1" from the top of the glass.
- Acrylic on sides of rink to be installed with shield supports 8' O/C for optimized viewing and maximum flexibility.
- No shielding included for the front of the player boxes.
- Shielding in front of timekeeper's box to have a 3 ½" diameter speak hole.
- Curved acrylic static safety panels installed at all ice side glazing terminations. (Qty of 4)

PLAYERS, PENALTY, CAMERA AND TIMEKEEPER'S BOXES

- Player boxes are to be approx. 30' long x 5' deep with side and back walls.
- Penalty boxes are to be approx. 8' long x 5' deep with side and back walls.
- Timekeeper's box to be approx. 8' long x 5' deep with side and back walls.
- 3/8" white half height backer panel with water bottle shelves to be included for the front of the player and penalty boxes.
- 8' long timekeeper table provided.
- Player boxes and penalty boxes are located on opposite sides of the rink.

PLAYERS, PENALTY AND TIMEKEEPER'S BOX - FLOORS

- Raised aluminum platforms installed throughout all boxes.
- 8" high x 18" wide raised coach's walkways included for player boxes.
- ¾" fire treated plywood installed on top of raised aluminum platforms.
- 3/8" black rubber flooring loose laid on top of all platforms and walkways.

PLAYERS AND PENALTY BENCHES

- Benches are 9 ½" wide x 1 ½" thick black plastic lumber fastened to steel support posts.
- Support posts to be zinc plated steel.
- Player box benches are to be approx. 24 ft long.
- Penalty box benches are to be approx. 8 ft long.

POLY GAP CLOSURE

- .500" x 3" x 3" HDPE closure angle installed where required.
- Closure angle to be fastened to the backer panel.

SPECTATOR NETTING

- Existing netting to be re-used.



ALL-AMERICAN
ARENA PRODUCTS

1414 S. 4th Avenue
Albert Lea, MN 56007
Sourcewell Awarded Vendor - 120320-ALL
(844) 231-2227
sean@allamericanarena.com

ICE DAM

- Re-use existing (in the base bid)

NOTES

- Removal and disposal of existing INCLUDED
- Installation equipment rental included.
- Shipping to site included.
- Site measure prior to fabrication included.
- Applicable taxes extra.

BASE BID: TO SUPPLY AND INSTALL

\$383,200.00

Decline _____

Accept ☒ _____

ALTERNATE PRICING:

ALTERNATE # 1 – SEAMLESS ACRYLIC

To supply and install static seamless acrylic on the sides of the rink in lieu of supported add.....\$9,500.00 USD to base bid
(Note: acrylic installed in a static continuous aluminum channel with clear polycarbonate H sleeves at each seam to prevent separation)

Decline _____

Accept ☒ _____

ALTERNATE #2 – NEW ICE DAM

To supply and install new ice dam for the entire rink perimeter

ADD.....\$42,000 to base bid

Decline ☒ _____

Accept _____

ALTERNATE #2 – TRADE-IN CREDIT

All-American will provide a \$15,000 credit and take possession of your existing dasher system.

DEDUCT.....\$15,000 to base bid

Decline _____

Accept ☒ _____

\$377,700



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 Albert Lea, MN 56007
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 (844) 231-2227
 sean@allamericanarena.com

The above proposal is accepted:

Sean Passingham

 President/Owner/General Manager

 All-American Arena Products

Sean Passingham, President

 Name of Signee (please print)

Date _____

Date _____

PAYMENT TERMS:

All payment terms based on Credit Approval (O.A.C)

- 40% due upon placement of order
- Balance upon completion
- Or other mutually agreed terms.



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TERMS AND CONDITIONS

1. All sales of material or equipment by All-American Ice, LLC (DBA All-American Arena Products) ("All-American") are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in any purchase order of the Buyer or in any similar such communication are hereby objected to by All-American and shall not be binding or effective unless expressly assented to in writing by an authorized representative of All-American.
2. **SITE:** The site must be accessible to a tractor-trailer and industrial forklift. All driveways to the rink slab/surface must support all necessary equipment. Power outlets with no less than a 30amp breaker must be within 50' of the rink slab/surface or a portable generator with a minimum 5KW power rating. Prior to commencement, surface must be broom clean and the work area will be free of all materials and debris. A dumpster (minimum size of 10 yards) and/or an area for trash must be available within 100' of the rink slab/surface so the installers can remove the debris. Delays or extra work and expenses caused by the site not being ready will be charged to the Purchaser. Concrete to be level within 1/8" in 10 ft. non-cumulative.
3. **PRICE:** Prices subject to receipt of final approved construction drawings and specifications. This quotation is based on the installation taking place from start to finish during the same trip. Re-mobilizing for any reason other than All-American Arena's own, will result in extra charges.
4. **INSURANCE:** Special insurance requirements are not included.
5. **PERMITTING:** Any applicable Permits and/or License Fees are not included, and Purchaser shall be responsible for obtaining the same.
6. **COMPLETION:** When job is completed or nearing completion, the Purchaser must be available for a final walk-through to inspect the installation with the All-American Installation Supervisor. This will be the Purchaser's chance to formulate a final punch list of items left unfinished or needing to be changed. All items not listed on the punch list will not be considered a punch list item, and unless covered by All-American warranty, will be completed at the Purchaser's expense.
7. **DELAY:** Notwithstanding the foregoing, should All-American be delayed in the commencement, prosecution or completion of the work by any cause beyond All-American's control and not due to any fault, neglect, act or omission on its part, then All-American shall be entitled to an extension of time to the extent necessary to remove any such cause of any delay and shall not be held liable for any damages for any delays caused by either the owner or general contractor or cause beyond the control of All-American.
8. **WARRANTY:** Except as to title, THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED, OR STATUTORY relating to the described material or equipment which extend beyond that described in this paragraph. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. Any product warranties provided by All-American Arena Product suppliers shall be assigned to the Purchaser to the extent possible.
9. **SECURITY:** All-American retains a security interest in all the products covered in this agreement until all sales' terms have been met.
10. **PAYMENT:** Terms are listed in the proposal. Late payments are subject to a 1.5 percent per month or 18 percent annual finance charge.
11. **LIMITED LIABILITY:** All-American's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of material or equipment hereunder, or its sale, resale, operation or use, whether based on warranty, contract, negligence or other grounds shall not exceed the price paid for such material or equipment or part thereof involved in the claim. All-American shall not in any event be liable for special or consequential damages including, but not limited to, loss of profits or revenue, liquidated damages, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.
12. **ATTORNEY'S FEES, JURISDICTION, AND VENUE:** Purchaser agrees that making any purchases from All-American constitutes doing business in the state of MINNESOTA. Purchaser agrees that the venue to resolve any and all disputes with All-American shall exclusively lie in the state or federal courts situated in McClean County, Illinois. Buyer agrees that in the event of any legal action brought by or against All-American, the non-prevailing party shall pay to the prevailing party all costs and expenses incurred in connection with such action, including but not limited to attorney's fees (whether hourly or contingent), lien fees, court costs and any other costs of litigation or collection proceedings (including without limitation expert witness fees, deposition or court transcript fees, photocopy charges, and document vendor charges).
13. **ONE-YEAR LIMITATION:** Any and all claims brought by Purchaser against Seller shall be filed in one of the above referenced jurisdictions within one (1) year after the date of shipment or installation or it shall be deemed forever waived.
14. **PREVAILING WAGE:** 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 seller agrees to comply with the ACT.

All-American Arena Products

Ice rinks and arena equipment

#120320-ALL

Maturity Date: 1/8/2026

Website: allamericanarena.com/sourcewell 

Sourcewell 
Awarded Contract

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 120320-ALL gives access to the following types of goods and services:

- Dasher boards
- Shielding (glass and acrylic)
- Rubber flooring
- Locker room equipment
- Skates and storage systems
- Goals, nets, and pads



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: Ward 1 and City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing a Change Order for the Contract with Wm. Masters, Inc., for the Miller Park Zoo Rainforest Building HVAC Rooftop Unit Replacement, in the Amount of \$24,900, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution 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 1d. City services delivered in the most cost-effective, efficient manner
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: If approved, the City will execute a change order to the contract with Wm. Masters, Inc. for the Miller Park Zoo Rainforest Building HVAC Rooftop Unit Replacement, in the amount of \$24,900. In February of 2025, the City entered into an agreement with Wm. Masters for the Miller Park Zoo Rainforest Rooftop Unit Replacement in the amount of \$419,896.00. Wm. Masters was the lowest bid for the project through the City's competitive bidding process in OpenGov. Wm. Masters, by their own admission, mistakenly omitted the rooftop unit (RTU) controllers from their bid. The total cost of the controllers with installation is through Entec, a supplier for Wm. Masters, is \$57,200.

Wm. Masters is absorbing \$32,300 of the total cost of installation in acknowledgement of the mistake and is requesting relief from the City in the amount of \$24,900. This amount allows them to continue to remain the lowest bidder on the project. Dewberry Engineers, Inc. is the performing project management and construction administration for this project. They support this change order as being fair and Wm. Masters acknowledging the error.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Wm. Masters, Inc., Dewberry Engineers, City Staff

FINANCIAL IMPACT: If approved, the City will process a Change Order for the Contract with Wm. Masters Inc. in the amount of \$24,900. Funding is available in the FY 2026 Budget in the Capital Improvement Fund-Buildings Account (40100100-72520). Stakeholders can locate this information in the FY 2026 Budget Book titled "Other Funds and Capital Improvement" on

page 68. Although not included in the FY 2026 Budget, sufficient budgeted funds are available to move this project forward. If necessary, a budget amendment will be brought to the City Council later in the year for consideration.

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Director of Parks & Recreation

ATTACHMENTS:

[P&R 1B Resolution](#)

[P&R 1C Resolution - Exhibit A - Change Order](#)

[P&R 1D Resolution - Exhibit B - Entect Quote](#)

[P&R 1E Dewberry Letter of Support](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE CONTRACT WITH WM. MASTERS, INC., FOR THE MILLER PARK ZOO RAINFOREST BUILDING HVAC ROOFTOP UNIT REPLACEMENT, IN THE AMOUNT OF \$24,900

WHEREAS, subject to the provisions of the City Code, City staff are recommending a change order (Exhibit A) with Wm. Masters, Inc. be approved for the Miller Park Zoo Rainforest Building Rooftop Unit Replacement (“RTU”), in the amount of \$24,900; and

WHEREAS, Miller Park Zoo Rainforest Building RTU’s project consists of work necessary to bring the current HVAC system in the building up to date, ensure capability to handle current and future needs and code compliance, and modernize system to current efficiency standards; and

WHEREAS, this work was recommended by the 2024 Association of Zoos and Aquariums (AZA) inspections team; and

WHEREAS, the total cost of the controllers with installation is through Entec Services, Inc., a supplier for Wm. Masters, is \$57,200 (Exhibit B); and

WHEREAS, Wm. Masters, Inc. has acknowledged bidding error was on their behalf by omission of required controllers, and will absorb \$32,300 of the total cost of installation and is requesting relief from the City in the amount of \$24,90; and

WHEREAS, Wm. Masters, Inc. will remain lowest bidder on the project; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Change Order.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Change Order, and any other necessary documents.

PASSED this 9th day of June 2025.

APPROVED this ____ day of June 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CHANGE ORDER REQUEST



401 Olympia Dr.
Bloomington, IL 61704
(309) 662-8481
Fax (309) 664-5285

Change Order Submitted To City of Bloomington -Accounts Payable	Phone # Job contact- Derri K	Change Order Date 5-28-2025
Mailing Address PO Box 3157 Bloomington, IL 61702 3157	Job Name Miller Park Zoo Rainforest RTU1 Replacement	
	Job Location 120 South Morris Bloomington, IL 61701	
	PO 2025059500	

We hereby submit specifications and estimate for the following changes:

Partial recoup of controls package that was in error not included in Wm Masters Inc bid offering.

**This request is for a portion of the 57,200.00 control package by Entec that is not in the awarded bid.
See attached – Entec cost quote submitted to Wm Masters Inc.**

**This cost is submitted based on the difference between Wm Masters Inc. and next lowest bidder.
Request does not cover full amount of controls quoted.
Wm Masters Inc will be responsible for payment of Entec's full contract of 57,200.00.**

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

\$24,900.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will

become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

W.M.I. Authorized Signature

Deron Penn WMI 5-28-2025

Acceptance of Change Order The above prices, specifications and conditions are Satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment Will be made as outlined above. A 1 ½% service charge will be added to any unpaid balance after 30 days. Should legal action be required, I hereby agree to pay any legal fees required for collection.

Signature

EXHIBIT B



May 2, 2025

RE: Miller Park Zoo Rainforest Building RTU replace

TO: Deron Penn (Wm Masters Inc.)

We offer to furnish the labor and material as described below and in plans and specs dated 10/15/2024 including Addendums 1-4 for the net amount of: **\$57,200.00**

This Proposal Includes:

Furnish a Delta DDC system and control wiring to control the following equipment:

1. (6) RTU
 - Unit provided DDC ready with terminal strip provided by manufacturer.
 - Units provided with VFD's, dampers and actuators wired back to terminal strip by the manufacturer.
 - Furnish and install DDC controllers, sensors, etc. per control drawings.
 - Furnish and install space temp sensor to control units.
 - Provide safety wiring from duct smoke detector back to SF shutdown. (Duct detector and all fire alarm equipment and wiring by EC.)
2. Misc. Monitored Only Control Points
 - Furnish and install Outdoor air temp/hum sensors.
 - Furnish and install Generator monitoring only
3. Furnish engineered drawings of all controlled systems depicting system schematics, wiring details, product specifications and description of operation.
4. Create and install graphics to provide monitoring and control of new equipment on existing OWS.
5. Provide owner training.
6. Provide conduit, boxes, cabling, and supports, required for the above scope of work. Price based on open cable above accessible ceilings and EMT in open areas or areas subject to physical damage.
7. Provide a 12-month warranty from date of substantial completion.

This Proposal Does Not Include:

- Installation of valves, dampers, and wells by others.
- Fire smoke dampers, duct smoke detectors or any fire alarm work by others.
- All VFD's disconnects, starters, etc. are provided by others.
- Price based on re-using existing front-end software, DDC controllers, sensors, etc. when possible.
- Any additional work not listed in the above scope of work is not included.
- Patching or painting of walls, ceilings, or floors by others.
- Demolition of existing equipment by others.
- Premium labor.
- Bonding.
- Taxes

Please contact me with any questions.

Sincerely,

TROY ROBERTS
ENTEC SERVICES, INC



Dewberry Engineers Inc. | 309.282.8000
401 SW Water Street, Suite 701 | 309.282.8001 fax
Peoria, IL 61602 | www.dewberry.com

May 30, 2025

VIA ELECTRONIC MAIL

City of Bloomington
Attn: David S. Lamb, Assistant Director Parks and Recreation
109 E. Olive
Bloomington, IL 61701

RE: City of Bloomington – Katthoefer Building RTU Replacement

Dear David,

The intent of this letter is to summarize our (DEI) thoughts pertaining to the requested change order to the scope of work for the Katthoefer Building Roof Top Unit (RTU) Replacement project. As we have discussed, the contractor (WM Masters) has indicated that the cost for the “controls” portion of the project was omitted from their original bid amount. They are requesting a change order for a portion of the work associated with the installation of controls for the new RTUs. As we understand it, the resolution proposed by WM Masters is to request reimbursement from the city for a portion of the cost to provide the controls as specified in the bid documents and to absorb as a loss the remainder of the cost. Given the history that the city has with WM Masters and the quality of work they provide for the city, we feel this resolution to the change order request is fair.

Should you have any follow up questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Breitbach", with a long horizontal flourish extending to the right.

Michael Breitbach, P.E.
Civil Engineering Department Manager



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Service Agreement with Motorola Solutions, in the Amount of \$390,312.10, as requested by the Police Department and the Fire Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City's Emergency Communications Center ("ECC"), Police Department, and Fire Department rely on Motorola Solutions radio console systems as the core infrastructure for mission-critical voice communications with Police, Fire, and Emergency Medical Responders. These systems are tightly integrated into daily operations, supporting both routine and emergency communications through a combination of dispatch consoles, networked radio components, and integrated voice logging systems.

Motorola Solutions has served as the sole-source provider for this equipment since its initial implementation. The technology in use is proprietary to Motorola, including both hardware and software components, which are designed to operate within Motorola's closed ecosystem. As public safety communications requirements have evolved, driven by advances in radio technology, cybersecurity standards, and Next Generation 9-1-1 expectations. The City has continued to work exclusively with Motorola to maintain compatibility and ensure uninterrupted service.

The current need is to renew a comprehensive services agreement that consolidates the various support elements of technical services, software upgrades, training, hardware protection, and 24/7 emergency support into a single, structured agreement. This will enhance the City's ability to manage and maintain its dispatch console infrastructure, ensure rapid response to service issues, and proactively prepare for system updates or operational changes.

This agreement will also extend support to the radio recording systems in use at the ECC, which is vital for incident documentation, legal compliance, training, and quality assurance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Service Agreement with Motorola

Solutions, in the Amount of \$390,312.10 for the Communication Center as detailed in the "Background" section of the memo. This is included in the Communication Center-Other Professional & Technical Services account (10015118-70220). The fiscal year breakdown is as follows: FY 2026 for \$97,198.97, FY 2027 for \$94,177.90, FY 2028 for \$97,665.95, and FY 2029 for \$101,269.28 for a total of \$390,312.10. If approved, the FY 2027, FY 2028, and FY 2029 amounts will be included by the Communication Center in the respective fiscal year budgets. Stakeholders can locate the FY 2026 amount in the FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 200.

Respectfully submitted for consideration.

Prepared by: Darren Wolf, Communication Center Manager

ATTACHMENTS:

[PD 1B Resolution](#)

[PD 1C Resolution - Exhibit A - Service Agreement](#)

[PD 1D Resolution - Exhibit B - Statement of Work](#)

[PD 1E Limited Source Justification](#)

RESOLUTION NO. 2025 - _____

**A RESOLUTION APPROVING A SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS,
IN THE AMOUNT OF \$390,312.10**

WHEREAS, subject to the provisions of the City Code, City staff are recommending a service agreement (Exhibit A) with Motorola Solutions be approved, in the amount of \$390,312.10; and

WHEREAS, the City of Bloomington seeks to enter into a comprehensive services agreement with Motorola Solutions, ("PROJECT") to support, maintain, and enhance the radio console and recording infrastructure critical to the City's Emergency Communications Center ("ECC") and the dispatch operations of the Police and Fire Departments; and

WHEREAS, the ECC relies on mission-critical communications equipment that requires uninterrupted support and timely software and hardware updates to ensure the safety of the public and first responders; and

WHEREAS, Motorola Solutions, is the original equipment manufacturer (OEM) and developer of the radio dispatch console systems and software currently in use within the ECC at the Police Department; and

WHEREAS, the equipment, applications, and integrated systems utilized in the ECC are proprietary to Motorola and cannot be legally or effectively serviced, upgraded, or modified by third-party vendors without violating licensing agreements or jeopardizing system performance and integrity; and

WHEREAS, Motorola Solutions is the sole provider capable of delivering the full scope of services required to support the City's dispatch console and recording infrastructure, including implementation services, software upgrades, technical support, system monitoring, and advanced protection services; and

WHEREAS, entering into this agreement will ensure the continued operational readiness, security, and reliability of the City's public safety communications systems, thereby supporting the City's mission to provide efficient and effective emergency services; and

WHEREAS, Council finds it in the best interest of the City to approve the Service Agreement.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Service Agreement, and any other necessary documents.

PASSED this 9th day of June 2025.

APPROVED this ____ day of June 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2873460
Contract Number:
Contract Modifier:

Date: 05/01/2025

Company Name: BLOOMINGTON POLICE DEPT

Attn:

Billing Address: PO BOX 3157

City, State, Zip: BLOOMINGTON , IL, 61702

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer # :1000204719

Bill to Tag # :

Contract Start Date :01-May-2025

Contract End Date :30-Apr-2029

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$15,460.12
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$55,667.14
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$6,342.33
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$157,772.68
	SVC02SVC0487A	NICE-SUA II	\$97,262.53
	SVC02SVC0127A	NICE GOLD PACKAGE	\$57,807.30
		Subtotal - Recurring Services	\$32,526.01
		Subtotal - One-Time Event Services	\$0.00
		Total	\$390,312.10
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

Year 1 2025-2026: \$97,198.97

Year 2 2026-2027: \$94,177.9

Year 3 2027-2028: \$97,665.95

Year 4 2028-2029: \$101,269.28

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2873460
Contract Number:
Contract Modifier:

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
<i>Stefanie Boucher</i>	CSM	4/29/25
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Stefanie Boucher	224-490-8966	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : BLOOMINGTON POLICE DEPT
Contract Number :
Contract Modifier :
Contract Start Date : 01-May-2025
Contract End Date : 30-Apr-2029

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2873460
Contract Number:
Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2873460
Contract Number:
Contract Modifier:

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2873460
Contract Number:
Contract Modifier:

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2873460
Contract Number:
Contract Modifier:

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2873460
Contract Number:
Contract Modifier:

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

EXHIBIT B



MOTOROLA SOLUTIONS

Bloomington Police Department

ASTRO® 25 Advanced Plus Services Statement of Work

2025-2029 Renewal

May 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Table of Contents

Section 1

Overview

Section 2

Motorola Service Delivery Ecosystem

- 2.1 Centralized Managed Support Operations
- 2.2 Field Service
- 2.3 Customer Support Manager
- 2.4 Customer Hub

Section 3

Connectivity Specifications

Section 4

Advanced Plus Services Detailed Description

- 4.1 **ASTRO System Monitoring (NEW)**
 - 4.1.1 Managed Detection and Response
 - 4.1.2 Network Event Monitoring
 - 4.1.3 ASTRO Connectivity Services
 - 4.1.4 Remote Technical Support
 - 4.1.5 Network Hardware Repair with Advanced Replacement
 - 4.1.6 Security Update Service
 - 4.1.7 Remote Security Update Service
 - 4.1.8 On-Site Infrastructure Response
 - 4.1.9 Annual Preventative Maintenance
 - 4.1.10 System Upgrade Agreement (SUA)

Appendix A: ASTRO 25 System Release Upgrade Paths

Appendix B: System Pricing Configuration

Appendix C: SUA Coverage Table

Section 5

Priority Level Definitions and Response Times

Appendix 1: ASTRO 25 Remote Security Update Coverage

- 5.1 RSUS Coverage
- 5.2 Exclusions

Table 1-1: Event Handling	21
Table 1-2: Notification Procedures	21
Table 4-4: Alarm Threshold Rule Options for all Event Types	27

Table 4-5: Available Connectivity	31
Table 4-6: Motorola Owned and Supplied Equipment	31
Table 4-7: Monitored Elements	31
Table 4-8: Shipping Charges and Default Mail Service	44
Table 4-9: Update Cadence	45
Table 4-10: SUS Packages	45
Table 4-11: Installation and Reboot Responsibilities Matrix	47
Table 4-12: Update Cadence	50
Table 4-13: RSUS Options	51
Table 4-14: Reboot Responsibilities Matrix	53
Table 4-15: Standard Level Definitions and Response Times	56
Table 4-16: Premier Priority Level Definitions and Response Times	57
Table 4-17: Limited Priority Level Definitions and Response Times	58
Table 4-18: Preventive Maintenance Level	59
Table 4-19: SUA Terms	80
Table 4-20: Eligible Upgrade Window	80
Table 4-21: SUA Limitations and Exclusions	81
Table 5-1: Priority Level Definitions and Response Time	92

Section 1

Overview

Motorola Solutions, Inc.'s (Motorola) ASTRO® 25 Advanced Plus Services (Advanced Plus Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Plus Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Plus Services consist of the following elements:

- ASTRO System Monitoring
 - Managed Detection and Response (MDR)
 - Network Event Monitoring
 - ASTRO Connectivity Service (ACS) enabled for RSUS, System Monitoring
- Remote Technical Support
- Network Hardware Repair
- Security Update Service (SUS)
- Remote Security Update Service (RSUS)
- On-Site Infrastructure Response
- Annual Preventative Maintenance
- System Upgrade Agreement (SUA)

Each of these elements is summarized below and expanded upon in Section 4: Advanced Plus Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section 4: Advanced Plus Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement (Agreement) between Motorola and the customer (Customer).

Notwithstanding, the connectivity contemplated in the ASTRO 25 Connectivity Service will be provided by Motorola Solutions Connectivity Inc., a wholly owned subsidiary of Motorola. In order to enable delivery of these connectivity services, customers must sign the Transport Connectivity Addendum (TCA) attached to the Agreement. Any transport or connectivity will be provided by Motorola Solutions Connectivity, Inc.

Motorola Solutions Connectivity, Inc. will utilize Motorola as its billing and collection agent and Customer expressly agrees that invoices for services provided by Motorola Solutions Connectivity, Inc. may appear on invoices issued by Motorola. Charges for Motorola Solutions Connectivity, Inc. services that appear on invoices issued by Motorola shall be paid to Motorola and are fully satisfied under the billing and payment terms of the Agreement.

In order to receive the services as defined within this SOW, the Customer is required to keep the ASTRO 25 system within a standard support period as described in Motorola's Software Support Policy (SwSP).

ASTRO System Monitoring

ASTRO System Monitoring Service includes advanced network and security monitoring along with connectivity to deliver these services.

- **Managed Detection and Response**

Experienced, specialized cybersecurity analyst at Motorola's Security Operations Center (SOC) will monitor the Customer's ASTRO 25 radio network for security threats. SOC analysts will coordinate with the Customer through the ActiveEye™ Security Platform to identify and mitigate threats to the Customer's networks.

- **Network Event Monitoring**

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

- **ASTRO Connectivity Service**

The highly scalable ASTRO Connectivity Service provides simple, secure link connections for the services outlined in this SOW. Motorola Solutions Operation Centers internally monitor the link's performance to ensure smooth operations to deliver the above mentioned services.

Remote Technical Support

Motorola will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola will repair Motorola-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola. Motorola coordinates the equipment repair logistics process.

Security Update Service

Motorola will pretest third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

Remote Security Update Service

Motorola will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

On-Site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

System Upgrade Agreement

Utilizing the ASTRO 25 System Upgrade Agreement (SUA) service, the ASTRO 25 system is able to take advantage of new functionality and security features while extending the operational life of the system. Motorola continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO 25 is available at all times.

Section 2

Motorola Service Delivery Ecosystem

Advanced Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots and Customer Hub. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes and promptly resolve issues to restore the Customer's network to normal operations.

2.1 Centralized Managed Support Operations

The cornerstone of Motorola's support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7 by experienced personnel, including service desk specialists, security analysts and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

2.2 Field Service

Motorola authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

2.3 Customer Support Manager

A Motorola Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues.

The CSP also defines the division of responsibilities between the Customer and Motorola so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this SOW by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Plus Services.

2.4 Customer Hub

Supplementing the CSM and the Service Desk as the Customer points of contact, Customer Hub is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet or smartphone web browser. The information available includes:

- **Network Event Monitoring:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Remote Technical Support:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Network Hardware Repair:** Track return material authorizations (RMA) shipped to Motorola's repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- **On-Site Infrastructure Response:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Annual Preventive Maintenance:** View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- **Network Updates:** View system status overview and software update information.
- **Managed Detection and Response:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Orders and Contract Information:** View available information regarding orders, service contracts, and service coverage details.

The data presented in Customer Hub is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

Section 3

Connectivity Specifications

A monitored access link is provided via the ASTRO Connectivity Service with bandwidth necessary to support the services included in this SOW.

Section 4

Advanced Plus Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

4.1 ASTRO System Monitoring (NEW)

4.1.1 Managed Detection and Response

Motorola Solutions, Inc. (Motorola) ASTRO® 25 Managed Detection and Response (MDR) provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

4.1.1.1 Description of Service

MDR is performed by Motorola's Security Operations Center (SOC) using the ActiveEyeSM security platform. The SOC cybersecurity analysts monitor for alerts 24/7. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response Plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Customer's network.

4.1.1.2 Managed Detection and Response Elements

This section and its subsections describe MDR elements, and their applicability for specific infrastructure.

ActiveEye Security Platform

Motorola's ActiveEye security platform collects and analyzes security event streams from Endpoint Detection and Response, EDR, agents and embedded ActiveEye Remote Security Sensors (AERSS) in the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO 25 Radio Network Infrastructure (RNI), CEN, and Control Room CEN infrastructure.

ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over monitor ports and scan elements for vulnerabilities.

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply)
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Dissipation (max)	2107 BTU/hr.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Endpoint Detection and Response

Endpoint Detection and Response (EDR) is an endpoint security agent that integrates with the ActiveEye security platform to provide additional threat detection, investigation, and response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the system. Available responses are determined by the Customer's security policies.

Cloud Based Vulnerability Scan Engine

Cloud based scan engines probe internet facing assets such as firewalls and VPNs to identify unpatched vulnerabilities and insecure configurations.

Scan findings are published as reports in the ActiveEye security platform.

Control Room Firewall

In cases where an ASTRO 25 site (Network Management Dispatch, Trunking Subsystem, Conventional Subsystem) has insufficient bandwidth to support EDR communications, an optional Control Room Firewall can be integrated at the site. When this is done, EDR communications will be configured to leverage that firewall in place of the site link. This configuration will not change any existing traffic flows in the system that currently leverage the site link.

The following are the environmental requirements and specifications the Customer must provide to prepare for the Control Room Firewall deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	28.6 W (Single Power Supply)
Power Input	100-240V AC
Current	.52 A
Circuits Breaker	Qty. 1
Heat Dissipation (Max)	97.6 BTU/hr
Line Cord	NEMA 5-15P
Internet Service Bandwidth	High availability Internet Connection (99.99% [4-9s] or higher) Packet loss < 0.5% Jitter < 10 ms Delay < 120 ms RJ45 Port Speed – Auto Negotiate

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.1.1.3 Deployment Timeline and Milestones

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

Phase 1: Service Onboarding

After contract signature, Motorola will schedule a service kickoff meeting with the Customer and provide information-gathering documents. This kickoff meeting is conducted remotely at the earliest, mutually

available opportunity within 30 days of contract signing (Kickoff Date). Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

On the Kickoff Date, the Customer will be provisioned onto the ActiveEye MDR portal. The portal will enable service notifications, access to vulnerability scans and cybersecurity advisories. The first vulnerability scan will be conducted and reported within 30 days following the Kickoff Date. On the Kickoff Date, the Customer will receive instructions for accessing the Security Operations Center and Incident Response (IR) teams. Once access is provisioned, the Customer will receive any assistance required from the IR team and be able to configure key contacts for interaction with the Security Operations team. The Customer will receive instructions for accessing the Security Operations Center within the first 30 days.

Phase 2: Infrastructure Readiness

Motorola will provide detailed requirements regarding Customer infrastructure preparation actions at the kickoff meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations. It is Motorola's responsibility to separately complete any obligated and/or agreed infrastructure readiness tasks.

Phase 3: System Buildout and Deployment

Motorola will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola will also provide detailed requirements regarding Customer deployment actions. The Customer may be required to deploy software and/or configurations in cases where Motorola does not manage the device and does not have access or authorization to perform the installation.

Motorola will coordinate with the customer to identify and schedule mutually agreeable maintenance windows where Motorola will perform integration of endpoint detection and response agents at in-scope sites and Customer Enterprise Networks (CENs). Endpoint detection and response agents will not be installed at sites that do not meet the minimum connectivity requirements (either site links with sufficient bandwidth or Control Room Firewalls with customer provided internet). Motorola will leave the existing antivirus solution in place on endpoints located at these out of scope sites.

Phase 4: Monitoring "Turn Up"

Motorola will verify in-scope assets are forwarding logs or events. Motorola will notify the Customer of any exceptions. Motorola will begin monitoring connected in-scope sources after the initial tuning period.

Phase 5: Tuning and Customer Training

Motorola will conduct initial tuning of events and alarms in the service, and conduct an additional ActiveEye Portal training session.

Service Commencement

The Service will commence with the Service Onboarding phase or within 30 days of contract signature, whichever event occurs soonest for existing customers.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package "Turn Up" go live date. Motorola and the Customer will collaborate to complete the additional deployment tasks.

4.1.1.4 General Responsibilities

Motorola Responsibilities

- Provide and when necessary repair under manufacturer warranty hardware and software required to remotely monitor the ASTRO 25 network and applicable CEN systems inclusive of the AERSS and all software operating on it.
 - If the Centralized Event Logging feature is not installed on the Customer's ASTRO 25 RNI, Motorola will install it as part of this service.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.
- Integrate EDR agents as per the "Deployment Timeline and Milestones" section in all network segments where endpoint detection and response is in scope.
 - Note that network segments with insufficient connectivity to support endpoint detection and response will be considered out of scope for endpoint detection and response
 - Motorola will perform the installation of endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for all Motorola managed devices that support endpoint detection and response agents.
 - Motorola will support the customer with installing endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for any device that supports endpoint detection and response agents and is not Motorola Solutions managed. Due to the fact that Motorola does not typically manage the devices and network connectivity for endpoints in the Control Room CEN, it is ultimately the customer's responsibility to perform this installation.
- Assist the Customer with the installation of log forwarding agents on systems that are not managed by Motorola. Note, Motorola will perform installation on all endpoints that are managed by Motorola.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola service authentication credentials.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer's system in accordance with Managed Detection and Response Priority Level Definitions and Response Times. Response may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye platform enabling Customer access to security event and incident details.

Customer Responsibilities

- The ASTRO 25 MDR service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before the service commences. Internet service bandwidth requirements are as follows:

- Bandwidth throughput 10 Mbps per AERSS.
- High availability Internet Connection (99.99% (4-9s) or higher).
- Packet loss < 0.5%.
- Jitter <10 ms.
- Delay < 120 ms.
- RJ45 Port Speed - Auto Negotiate.
- If an ASTRO site link will be leveraged for endpoint detection and response communications, that site link must support a minimum of 2 Mbps of bandwidth.
- It is the Customer's responsibility or the contracted maintainer to install the AERSS device in the Control Room CEN.
- Allow Motorola continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain administration privileges.
- Maintain an active subscription for:
 - Security Update Service (SUS) (or Remote Security Update Service), ensuring patches and antivirus definitions are applied according to the release cadence of the service.
 - ASTRO Dispatch Service and ASTRO Infrastructure Response.
- Provide continuous utility services to any equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.
- Notify Motorola if any components are added to or removed from the environment as it may be necessary to update or incorporate in MDR. Changes to monitored components may result in changes to the pricing of the MDR service.
- **Ensure that the ASTRO 25 system is operating on a Motorola supported release.**
- Allow Motorola dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola and perform all acts that are required to enable Motorola to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola SOC.

4.1.1.5 Service Modules

4.1.1.5.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, network intrusion detection sensors, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Motorola Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources for the level of threat detection desired in each environment.

Customer Responsibilities

- If applicable, configure customer managed networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- If applicable, configure any Customer managed devices in the CEN to forward data to ActiveEye.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.1.1.5.2 Network Detection

The AERSS deploys a Network Intrusion Detection System (NIDS), constantly monitoring traffic passing across, into, or out of the infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection alerts the SOC for further analysis.

Motorola Responsibilities

- Work with the Customer to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.
- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitors and updates the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- If necessary, configure Customer's networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEye sensor.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.1.1.5.3 Endpoint Detection and Response

Endpoint detection and response agents deployed on in-scope and supported Windows and Linux hosts and servers throughout the system constantly monitor for indicators of compromise and feed this information back to the ActiveEye security platform. The Security Operations Center monitors this feed and is ready 24/7 to take action when a detection is made.

Motorola Solutions Responsibilities

- Install and/or support the installation of endpoint detection and response agents on in scope endpoints in the system as detailed in the “Deployment Timeline and Milestones” section.
- Monitor endpoint detection and response feeds for detections of indicators of compromise.
- In the event of the detection of an indicator of compromise, perform detailed investigations of the event .
- Per the Customer’s security policies and defined incident response plan, alert and engage the customer and potentially take an action to deploy a countermeasure to contain the incident.

Customer Responsibilities

- Work with Motorola to ensure that there is a documented incident response plan that indicates how Motorola should engage with the Customer in the event of a detection of an indicator of compromise.
- Provide and maintain contact information for a Customer point of contact that can take action or authorize Motorola to take action in the event of a detection of an indicator of compromise.

Applies to in scope ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.1.1.5.4 External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

The initial scan results will be discussed with the Customer during service onboarding. Subsequent scans will be reviewed by a cybersecurity analyst. If any new findings of interest are surfaced, a ticket will be created to communicate these findings with the customer defined contacts.

Motorola Responsibilities

- Configure scans to match the Customer’s preferences for external scope.
- Verify vulnerability scans are operating correctly.
- Make generated results available in the Customer’s ActiveEye portal.
- Create ticket notifications for significant, new findings of interest.

Customer Responsibilities

- During Service Onboarding kickoff, provide Motorola with the IP addresses and/or domain names to be included in the external vulnerability scans.
- In accepting this Statement of Work, the Customer authorizes Motorola to engage in external vulnerability scans of internet-facing, external assets disclosed by the Customer.
- Be responsible for updating Motorola with any changes to the IP addresses and/or domain names of the internet-facing, external assets subject to the external vulnerability scans.
- If the information required to enable vulnerability scanning of the internet-facing, external assets is not provided initially or is not current at any time during the term, Motorola will suspend scans until it is reasonably satisfied that it has been provided with the most current information.
- Review all quarterly vulnerability reports, and tickets of new findings.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to Internet facing assets only.

4.1.1.6 Security Operations Center Monitoring and Support

4.1.1.6.1 Scope

Motorola delivers Security Operations Center (SOC) Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEye security platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer. Depending on Customer security policies and the extent to which endpoint detection and response is deployed within the system, the SOC may take actions to deploy countermeasures in an attempt to contain a security incident. Customer support is provided in the English language.

Motorola will start monitoring the ASTRO 25 MDR service in accordance with Motorola processes and procedures after deployment, as described in Section 1.2 Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24/7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24/7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 4.1.1.7: Incident Priority Level Definitions and Response Times.

4.1.1.6.2 Ongoing Security Operations Center Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support Incident Response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

4.1.1.6.3 Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8 a.m. to 7 p.m. CST.

Motorola Responsibilities

- Notify customers of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye platform and does not include use or implementation of third-party components.

4.1.1.6.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola Security Operations team will engage with the customer to investigate the issue, determine the extent of the compromise and contain the activity to the extent possible with the Motorola security controls deployed within the environment. This expert guidance is available upon contract signature and extends through MDR infrastructure deployment phases and the term of the contract.

When an IoC is observed by the Security Analyst, Motorola and Customer will be responsible for the tasks defined in the following subsections.

Motorola Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola managed technology. Communicate to the Customer any additional potential containment actions and Incident Response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEye MDR integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named Point of Contact (PoC) to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola teams.

- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

4.1.1.6.5 Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 1-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 1-2.

4.1.1.6.6 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 1-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest (EOI). These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

4.1.1.6.7 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

4.1.1.6.8 Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

4.1.1.7 Incident Priority Level Definitions and Response Times

Priority for alert-generated incident or Events of Interest is determined by the ActiveEye Platform analytics that process multiple incoming alert feeds, automation playbooks, and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Efforts to recover from the incident may be significant. Examples: Malware that is not quarantined by anti-virus. Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including United States (U.S.) public holidays.
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: Malware that is quarantined by antivirus. Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including U.S. public holidays.
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: Suspected unauthorized attempts to log into user accounts. Suspected unauthorized changes to system configurations, such as firewalls or user accounts. Observed failures of security components. Informational events. User account creation or deletion. Privilege change for existing accounts.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

Priority	Definition	Service Coverage
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

ActiveEye Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye Platform.

ActiveEye Remote Security Sensor (AERSS)

One or more AERSS may be deployed as part of the MDR solution. The AERSS is configured with multiple local redundancy features such as hot-swap hard disk drives in a redundant drive array configuration and dual redundant power supplies.

The AERSS and all components of ActiveEye are monitored by a dedicated Site Reliability Engineering team. In cases of hardware failure of the AERSS, Motorola will provide, subject to active service subscriptions in the Customer contract, onsite services to repair the AERSS and restore service. AERSS operation and outage troubleshooting requires network connection to the ActiveEye Platform which may be impacted by customer configuration changes, telecommunications connectivity, and/or customer network issues/outages.

4.1.1.8 Included Services

Site Information

The following quantities are included in the scope:

Site / Location	Quantity
Primary zone cores	
DSR backup cores	
Sites (NMD, T-Sub, C-Sub)	
CEN (Control Room)	1
CEN (RNI-DMZ)	
Network Management Clients	
Dispatch Consoles	4
AIS	1
CEN Endpoints	5

Services Included

The ActiveEye service modules included in this statement of work are viewable in the Subscribed column below. The Network Environment column designates the location of each module: ASTRO 25 Radio Network Infrastructure (RNI), Customer Enterprise Network (CEN), or the Control Room CEN.

Service Module	Features Included	Network Environment	Subscribed
ActiveEye Remote Security Sensor (AERSS)	Number of sensors: 1	CEN	Yes
Log Collection / Analytics	Online Storage: 30 days Extended Log Storage: 12 Months	CEN	Yes
Network Detection	Up to 1 Gbps per sensor port	CEN	Yes
Endpoint Detection and Response	Cortex XDR	CEN	Yes
External Vulnerability Scanning		CEN	Yes
Advanced Threat Insights			No

The following table lists any ancillary components required.

Description	Quantity
Internetworking Firewall	0
Control Room Firewall	1

4.1.1.9 Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

Processing of Customer Data in the United States and/or Other Locations.

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of

compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party’s own terms, licenses, End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may include the following, if applicable, or as otherwise made available publicly, through performance, or upon request:

Third Party Provider	Links
Palo Alto	EULA: https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf Customer Data Processing Addendum: https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

4.1.2 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola uses a defined set of tools to remotely monitor the Customer’s ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. CMSO technologists acknowledge and assess these incidents, and initiate a defined response.

4.1.2.1 Description of Service

With Network Event Monitoring, Motorola uses a Managed Services Suite of Tools (MSST) to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center (NOC). Incidents will be generated automatically based on the criteria shown in Table 4-4: Alarm Threshold Rule Options for all Event Types.

Table 4-4: Alarm Threshold Rule Options for all Event Types

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 5 times in 30 minutes. ▪ Event causes 10 minutes of continuous downtime for a monitored component.	An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 7 times in 30 minutes. ▪ Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure (CHP). Depending on the incident, Motorola's response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- **Open** – Motorola's points of contact for dispatch permissions, entitlement information, and knowledge management.
- **Vendor** – Escalation and contact information.
- **Resolution** – Incident closure information.
- **Site Arrival** – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via Customer Hub, including incident management reports. Any specific remediation and action notes from Motorola's CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite (SCP-Lite), which can be accessed through Customer Hub, provides a read-only view of the Customer's current service configuration, including site parameters, notification preferences and dispatch information. If the Customer or Motorola makes changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

4.1.2.2 Scope

Network Event Monitoring is available 24/7. Incidents generated by the monitoring service will be handled in accordance with Section 5: Priority Level Definitions and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

4.1.2.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 4.1.2.6: Monitored Elements.

Motorola Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network.
- Provide continuous utility service to any Motorola equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola equipment from theft or damage while on the Customer's premises.
- Create an incident, as necessary. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Prior to contract start date, provide Motorola with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola and included in the CSP to the CSM.
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola's CSM.
- Allow Motorola's field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola's field service technician, if designated in the CSP, access to remove Motorola-owned monitoring equipment upon cancellation of service.
- Provide Motorola with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola.
- In the event that Motorola agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola to provide the monitoring service.
- Cooperate with Motorola and perform reasonable or necessary acts to enable Motorola to provide these services.
- Contact Motorola to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola for network monitoring after normal business hours.
 - Upon contact, the Customer must provide Motorola with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.

- Acknowledge that incidents will be handled in accordance with Section 5: Priority Level Definitions and Response Times.
- Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola, provide Motorola-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 4.1.2.5: Motorola Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the CSP, and in accordance with Section 5: Priority Level Definitions and Response Times.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer.
- Provide the Customer with a link to access system configuration info, site info, system notifications, and system notes.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola and the Customer.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

Limitations and Exclusions

The following activities are outside the scope of the Network Monitoring service:

- Motorola will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third-party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager (UEM).
- Additional support charges above contracted service agreement fees may apply if Motorola determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola.
- Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.
- Elements deployed outside of ASTRO RNI (E.g.: ASTRO CEN sites) are excluded from the service.
- Emergency on-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or replacement.
- Network security services.
- Information Assurance.

Customer Responsibilities

- Allow Motorola continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola equipment from theft or damage while on the Customer's premises.

- Create an incident, as necessary. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Prior to contract start date, provide Motorola with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola and included in the CSP to the CSM.
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola's CSM.
- Allow Motorola's field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola's field service technician, if designated in the CSP, access to remove Motorola-owned monitoring equipment upon cancellation of service.
- Provide Motorola with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola.
- In the event that Motorola agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third-party consents or licenses required to enable Motorola to provide the monitoring service.
- Cooperate with Motorola and perform reasonable or necessary acts to enable Motorola to provide these services.
- Contact Motorola to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola for network monitoring after normal business hours.
 - Upon contact, the Customer must provide Motorola with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section 5: Priority Level Definitions and Response Times.

4.1.2.4 Connectivity

The connectivity between customer's system and Motorola CMSO to enable Network Event Monitoring, MDR and RSUS should be established prior service start date.

Table 4-5: Available Connectivity

System Type	Available Connectivity	Set up and Maintenance
ASTRO 25	ASTRO Connectivity Service	Motorola

4.1.2.5 Motorola Owned and Supplied Equipment

This table identifies equipment that Motorola will supply to support the network monitoring service for the duration of the service.

Table 4-6: Motorola Owned and Supplied Equipment

Equipment Type	Location Installed
Firewall/Router	Primary Site
Service Delivery Management Server (DSR only)	Primary Site for each Zone

4.1.2.6 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CHP.

Table 4-7: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	Core Switch
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	RNI Firewall	RFDS
APX Cloud Application	Core Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Site Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
Camera	Install Server	Statistical Server
CBSD	Site Switch	Storage Networking
CCGW	Licensing Service	Consoles
Channel	Load Balancer	TRAK

Monitored Elements		
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper
Controller	UNC	Training App
Conventional	UEM	Training Database
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	Licensing Server
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	AIS	VMS
DNS	Application Server	VPM
Domain Controller	Packet Data Gateway	WSGU
D series Site Controller	Physical Host Environmental	ZDS
eNodeB	Physical Host Power and Network	Zone Controller
Active directory	Power Distribution Unit	Syslog
Repeaters	Power Monitor	Proxy

4.1.3 ASTRO Connectivity Services

To establish a connection between the Customer's on-premises ASTRO 25 infrastructure core and Motorola Solutions Network and Security Operation Centers, Motorola will provide required network equipment with sufficient bandwidth as mentioned in Section 4.1.2.5: Motorola Owned and Supplied Equipment. The connectivity to customer's ASTRO 25 infrastructure core will terminate upon the Customer canceling their ASTRO 25 service package.

Motorola Responsibilities

Motorola will fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service.

- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity.
- Motorola will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of "last mile" network facilities), then a mutually agreed change order may be required.
- It is assumed that in the building, LTE coverage is adequate at the installation site. If, during installation, it is determined the in-building LTE coverage is not adequate for service, then a mutually agreed change order may be required for external antenna installation.

- Standard Demarc – Motorola will install cable between the Local Exchange Carrier Minimum Point of Entry (MPOE) and the Managed Elements located within the customer ASTRO infrastructure. Motorola will install the demarc standard – which includes one service call, up to two (2) total hours of on-site labor, and installation of one (1) CAT 3, 5, or 5e cable drop up to 150 feet (vertical length up to 12 feet), connectors, ty-wraps, jacks, face plates, and cable. A mutually agreed change order may be required if the site survey indicates a non-standard extended demarc (for example, the need for cable through walls over 150' or multiple floors).
- Install equipment supplied by Motorola. Installation period is estimated to be within 45 business days from when Motorola and Customer execute the Agreement and related addendum or addenda.
- Cooperate with the Customer to schedule the ASTRO 25 Connectivity Service implementation.
- Administer safe work procedures for installation of the remote access circuit.

Customer Responsibilities

- Sign the Transport Connectivity Addendum (TCA).
- Provide space for the networking equipment at the core site.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for equipment installation.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide a dedicated delivery point (such as a warehouse), for receipt, inventory, and storage of equipment prior to delivery to the site(s), if requested by Motorola.
- Ensure existing sites or equipment locations have sufficient space available for the system, as specified by Motorola's R56 Standards and Guidelines for Communication.
- Ensure that existing sites or equipment locations have adequate electrical power in the proper phase, in the proper voltage, and with necessary site grounding to support the requirements of the equipment provided with the ASTRO 25 Connectivity Service.
- Perform any location upgrades or modifications.
- Obtain and maintain approved local, State, or Federal permits necessary for installing and operating the proposed equipment.
- Provide any required system interconnections not specifically included in the ASTRO 25 Connectivity Service.
- Install demarcation equipment, air conditioning, and other equipment that is not provided by Motorola and is necessary to support the project.
- Perform work necessary to complete the connectivity provisioning outside the scope of the installation provided by Motorola.
- If Motorola's design requires wireless backup and out-of-band (OOB) monitoring, Motorola may provide a wireless modem at the Customer location for OOB monitoring for Motorola Solutions Monitored Elements. The Customer shall provide access and accommodations to install the modem if required.
- The Customer will notify Motorola of any maintenance that may affect the operating status of the service using a Customer Maintenance Change Management Request via the Customer Hub. Examples of maintenance activities include: powering down the site, a Motorola Managed Element, or a third-party Network Terminating Unit; or, resetting, recabling, or moving equipment components.

- If a Motorola representative visits the Customer Site or works remotely, at the Customer's request, to investigate an issue with the Service, and the Motorola representative determines the Service is functioning correctly or is prevented from resolving the issue because the Customer did not provide access or reasonable assistance, the Customer will be charged at published or negotiated time and material rates.
- Upon termination of the services, Customer shall promptly return to Motorola all equipment provided by Motorola in conjunction with the ASTRO 25 Connectivity Service and not explicitly owned by Customer. Motorola is entitled to invoice any and all costs arising out of or in connection with Customer's failure to return the Motorola equipment if the Motorola equipment is not returned within sixty (60) days following termination of services.

Limitations/Exclusions

- Additional connectivity outside the scope of these services is not covered in this SOW.
- Motorola is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola.

4.1.4 Remote Technical Support

Motorola's Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

4.1.4.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola's CRM system, and Motorola will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 5: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

4.1.4.2 Scope

The CMSO Service Desk is available via telephone 24/7 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 5: Priority Level Definitions and Response Times.

4.1.4.3 Inclusions

Remote Technical Support service will be delivered for Motorola-provided infrastructure, including integrated third-party products.

Motorola Responsibilities

- Maintain availability of the Motorola CMSO Service Desk via telephone (800-MSI-HELP) 24/7 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 5: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

Customer Responsibilities

- Prior to contract start date, provide Motorola with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.

- Acknowledge that incidents will be addressed in accordance with Section 5: Priority Level Definitions and Response Times.
- Cooperate with Motorola, and perform all acts that are reasonable or necessary to enable Motorola to provide Remote Technical Support.
- In the event that Motorola agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola to provide the service.

4.1.5 Network Hardware Repair with Advanced Replacement

Motorola will provide hardware repair for Motorola and select third-party infrastructure equipment supplied by Motorola. A Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment, and coordinates equipment repair logistics.

4.1.5.1 Description of Service

Infrastructure components are repaired at Motorola-authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

4.1.5.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7. Repair authorizations can also be obtained by contacting the CSM.

4.1.5.3 Inclusions

This service is available on Motorola-provided infrastructure components, including integrated third-party products. Motorola will make a commercially reasonable effort to repair Motorola manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

Motorola Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola infrastructure:
 - Perform an operational check on infrastructure components to determine the nature of the problem.
 - Replace malfunctioning components.
 - Verify that Motorola infrastructure components are returned to applicable Motorola factory specifications.
 - Perform a box unit test on serviced infrastructure components.

- Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
 - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third-party vendor for repair.
 - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
 - Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
 - When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 4.1.5.3: Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.

Limitations and Exclusions

Motorola may return infrastructure equipment that is no longer supported by Motorola, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola radio infrastructure components over the post-cancellation support period.
- All third-party radio infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, dropship nonstandard items and test equipment.
- Racks, furniture, and cabinets.

- Non-standard configurations, customer-modified infrastructure, and certain third-party dropship products.
- Firmware or software upgrades.

Customer Responsibilities

- Contact or instruct servicer to contact the Motorola CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
 - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola and perform reasonable or necessary acts to enable Motorola to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola to provide the service.

4.1.5.4 Repair Process

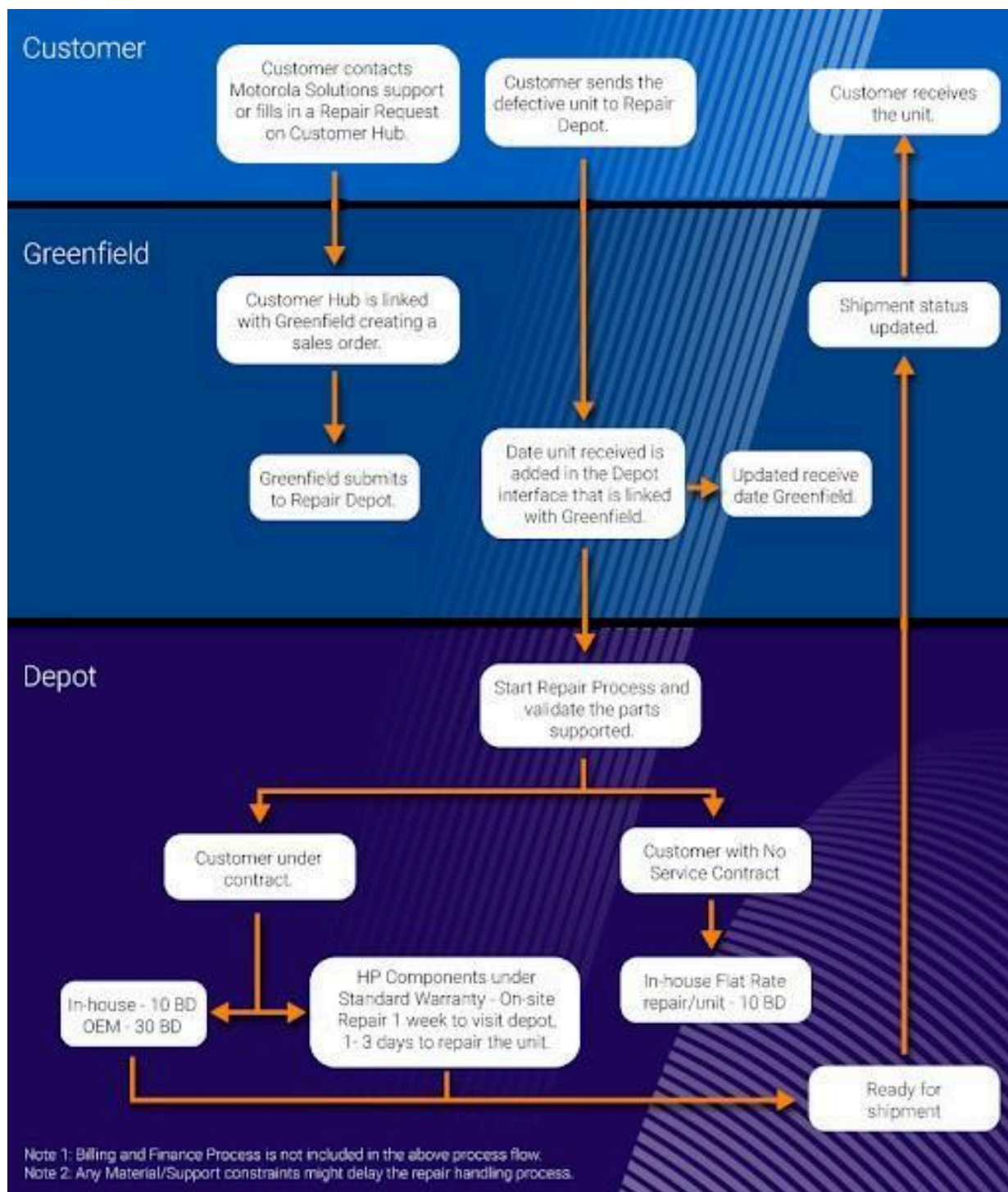


Figure 1: Repair Decision Process

4.1.5.5 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola and select third-party infrastructure components supplied by Motorola. When available, Motorola will provide the Customer with advanced replacement units or Field Replacement Units (FRU) in exchange for the Customer's malfunctioning equipment within the Radio Network Infrastructure (RNI). A Motorola-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request an FRU while their unit is being repaired. Refer to Figure 2: Advanced Replacement Decision Process for details on the unit loan process.

Added Motorola Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned Radio Network Infrastructure (RNI), subject to availability. The FRU will be an equipment type and version similar to the Customer's malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer's software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer's software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
 - Motorola will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or NFO shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer's malfunctioning component. The Customer's malfunctioning component will become property of the Motorola repair depot or select third-party replacing it, and the Customer will own the FRU.
- Provide repair return authorization (RA) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock.

Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement FRU shipping from Motorola repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 4.1.5.5: Added Motorola Responsibilities for Advanced Replacement. See Table 4-8: Shipping Charges and Default Mail Service for shipping charge details.

- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU's not returned within five business days.
- At the Customer's expense and risk of loss, the Customer may send a malfunctioning Motorola or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola.
- Clearly print the return authorization number on the outside of the packaging.

4.1.5.5.1 Replacement Process for Advanced Replacement

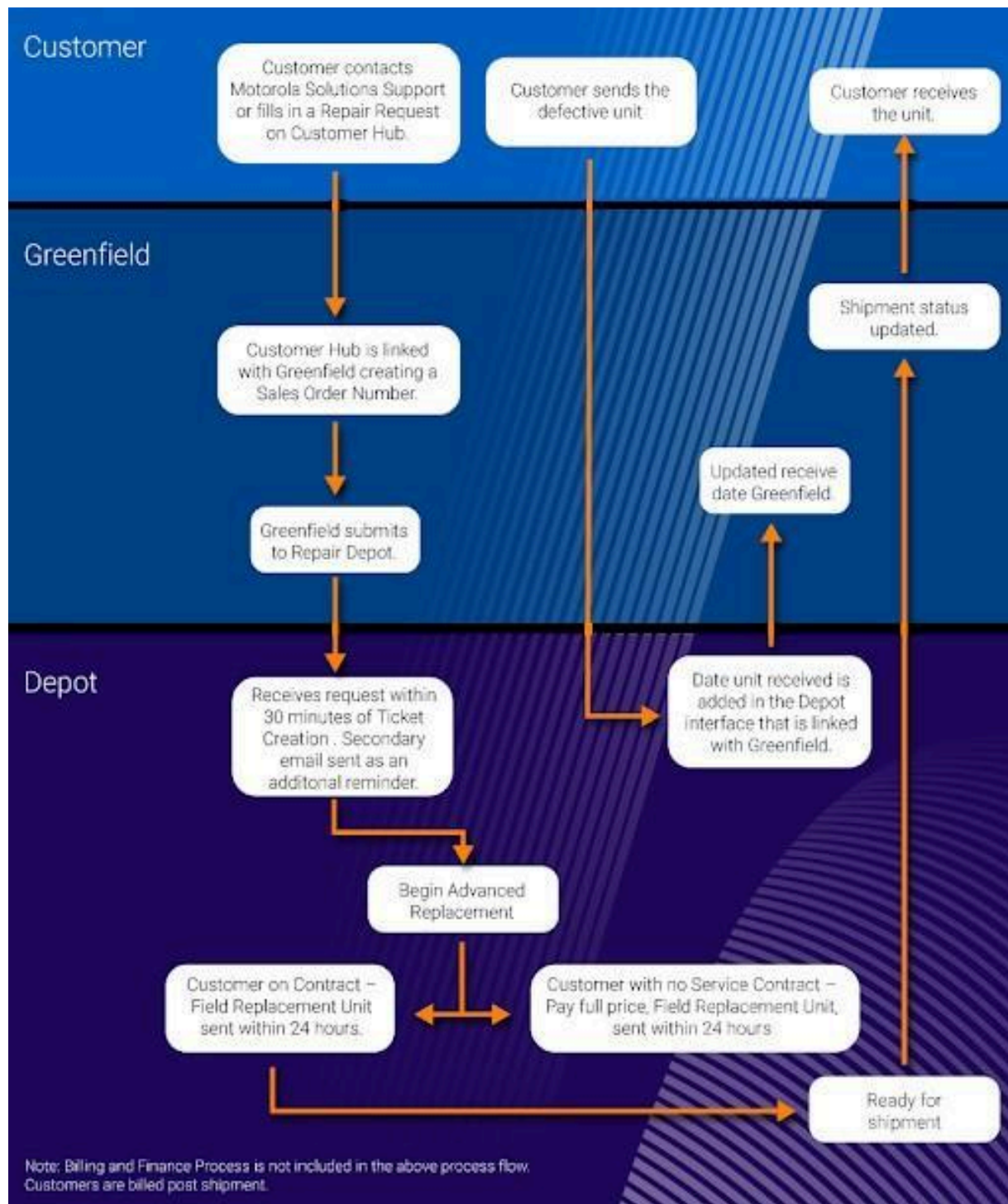


Figure 2: Advanced Replacement Decision Process

Table 4-8: Shipping Charges and Default Mail Service

Services	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola
Shipping Outbound to Customer	
Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges Shipped Outbound to Customer by Non-Motorola Carrier*	
Repair Shipping Inbound to Motorola	
Installation Labor	

Motorola shipping carrier – FedEx.

4.1.6 Security Update Service

Motorola's ASTRO 25 Security Update Service (SUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service. Section 4.1.6.4: Inclusions indicates if options are included as part of this service.

4.1.6.1 Description of Service

Motorola uses a dedicated information assurance lab to test and validate security updates. Motorola deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

Note, the ASTRO 25 Advanced Plus Service also includes the Remote Security Update Service. See Section 4.1.7. Customer download and self-installation of security updates is only necessary for the system components that are not covered by RSUS. See **Appendix 1** for RSUS scope and exclusions.

For RSUS exclusions, with the base SUS service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components.

Additional options are available for Motorola to deploy security updates, reboot servers and workstations, or both.

4.1.6.2 On-Site Delivery

If On-Site Delivery is included with SUS, Motorola provides trained technician(s) to install security updates at the Customer's location. The technician downloads and installs available security updates and coordinates any subsequent server and workstation reboots.

4.1.6.2.1 Reboot Support

If Reboot Support is included with RSUS, Motorola provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

4.1.6.3 Scope

RSUS includes pretested security updates for the software listed in Table 4-9: Update Cadence. This table also describes the release cadence for security updates.

Table 4-9: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft SQL Server	Quarterly
Microsoft Windows third party (i.e. Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

4.1.6.4 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 4-10: SUS Packages. This table indicates if Motorola will provide any SUS optional services to the Customer. SUS supports the current Motorola ASTRO 25 system release and aligns with the established [Software Support Policy \(SwSP\)](#).

Motorola reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola's assigned CSM for the latest supported releases.

Table 4-10: SUS Packages

Service	ASTRO 25 Core Type	Included
Security Update Service Customer Self-installed	L Core M Core Simplified Core	

Service	ASTRO 25 Core Type	Included
Security Update Service with Reboot Support	L Core M Core Simplified Core	X
Security Update Service with On-Site Delivery	L Core M Core Simplified Core	

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section 4.1.6.5: Installation and Reboot Responsibilities.

Motorola Responsibilities

- On the release schedule in Section 4.1.6.3: Scope review relevant and appropriate security patches released by Original Equipment Manufacturer (OEM) vendors.
- Release tested and verified security patches to Motorola's secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Send notifications by email when security updates are available to download from the secure website.

Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola's Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions.
- This service does not include releases for Motorola products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware are not included in these services.
- Motorola does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

Customer Responsibilities

- Provide Motorola with predefined information necessary to complete a Customer Support Plan (CSP) prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola's assigned CSM.

- Update Motorola with any changes in contact information, specifically for authorized users of Motorola's secure website.
- Provide means for accessing Motorola's secure website to collect the pretested files.
- Download and apply only to the Customer's system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other system or user other than the system/user contemplated by the Customer Agreement is not permitted.
- Implement Motorola Technical Notices (MTN) to keep the system current and patchable.
- Adhere closely to the Motorola Solutions Centralized Managed Support Operations (CMSO) troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola unnecessary or overly burdensome remediation efforts. In such cases, Motorola reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola's assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola software copyright owners.

4.1.6.5 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 4-11: Installation and Reboot Responsibilities Matrix contains the breakdown of responsibilities. Section 4.1.6.4: Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table 4-11: Installation and Reboot Responsibilities Matrix

SUS Package	Motorola Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		▪ Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola's secure website. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.
Security Update Service with On-Site Delivery	▪ Dispatch a technician to deploy pretested files to the Customer's system. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.	▪ Acknowledge Motorola will reboot servers and workstations, and agree to timing.

SUS Package	Motorola Responsibilities	Customer Responsibilities
Security Update Service with Reboot Support	When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola's secure website.

Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola. Motorola will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola disclaims any warranty concerning non-Motorola software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

4.1.7 Remote Security Update Service

Motorola's ASTRO 25 Remote Security Update Service (RSUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Monthly Security Update Service (SUS) is a prerequisite for RSUS. Please see the Statement of Works for: ASTRO 25 SUS Statement of Work.

4.1.7.1 Description of Service

Motorola remotely installs pretested security updates on the applicable ASTRO 25 system components, as defined in Appendix 1.

Note that some ASTRO 25 system components may be covered by the self-installed SUS service and not RSUS (RSUS Exceptions).

If the Customer is unable to apply updates to RSUS exceptions, Motorola can provide On-Site SUS, whereby the Motorola field service team attend Customer premises to install the updates.

Motorola remotely installs pretested security updates on the applicable ASTRO 25 system components. Motorola tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola provides the Customer with a report outlining the updates made to the Customer's system. This report will inform the Customer of security update network transfers and installation statuses.

4.1.7.1.1 Application of Prerequisite Motorola Technical Notices (MTN)

In some instances, MTNs must be applied to enable Motorola to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event that Motorola is prevented from deploying security updates due to incomplete implementation of prerequisite MTNs, Motorola will raise a service incident and notify the Customer. Once necessary MTNs are applied to the Customer's system, Motorola will continue to remotely deploy security updates.

4.1.7.1.2 Updates to System Components in the Customer Enterprise Network

Connections to other networks, herein referred to as Customer Enterprise Network (CEN), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network. The only exceptions are those identified as RSUS exceptions in Appendix 1.

The Customer may request a quote, via the CSM, for Motorola to remotely install updates to eligible systems that are in the Customer's CEN.

The Customer must make the appropriate configuration changes to their firewall giving logical access and a network path to allow Motorola to remotely install the requisite patches.

4.1.7.1.3 Microsoft Windows Reboot Following Security Update Installation

It is a critical requirement for Microsoft Windows systems to be rebooted following the installation of security updates. In the case of RSUS, this is the responsibility of the Customer.

Failure of the Customer to fulfill reboot responsibilities as described in Table 4-14: Reboot Responsibilities Matrix exposes systems to security threats. Until reboot, the system is not updated.

It will also delay execution of future RSUS updates, with a risk of failed RSUS scheduling and unnecessary Customer impact.

If Customers require further support from Motorola to reboot following Microsoft Windows update deployment and installation, please contact your CSM who can discuss options for Reboot Support.

4.1.7.1.4 Reboot Support

If the Reboot Support service is sold to complement RSUS, Motorola provides technician(s) to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

- The RSUS team will notify all listed contacts one week prior to patching to all required contacts (identified during service onboarding).
- On completion of patching, a final report is sent via email to the listed contacts.

- The notification will state that patching is complete and systems need to be rebooted.
- This process is repeated monthly.

Reboot Support requires that the Customer representative works with Motorola technicians to plan when reboots will be undertaken to reduce the operational impact.

4.1.7.2 Scope

RSUS includes pretested security updates for the software listed in Table 4-12: Update Cadence. This table also describes the release cadence for security updates.

Table 4-12: Update Cadence

Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft SQL Server	Quarterly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
Trellix (McAfee) Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly

Motorola installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time Monday through Friday, excluding public holidays.

The Customer may submit a formal request that Motorola personnel work outside of these hours. The Customer will need to pay additional costs for work to be completed outside of normal business hours.

Motorola will provide an Impact Timeline (ITL) to the Customer to show installation tasks scheduled, including preparation work and the transfer of security updates to local storage or memory. Core Server reboots or zone controller rollover will be initiated at the times shared in the ITL.

It is a critical requirement that Microsoft Windows systems are rebooted following the installation of security updates. In the case of RSUS, this is the responsibility of the Customer.

Intrusive security updates require Customer coordination, may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (M3) have low downtime (minutes) as the zone controllers are rolled but systems with single zone controllers will be down for longer periods. While rolling the zone controllers, the system will operate in "site trunking" mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

4.1.7.3 Tenanted Customers Access to Antivirus Updates

Where a Customer is a Tenant Customer (for example, a Public Safety Access Point / Dispatch Center) on a Core system owned and operated by another organization, any Tenant customer systems such as dispatch consoles need to be able to access the core Central Security Management Server (CSMS). The RSUS team will need permission from the Core system owners to allow connectivity from the Core system to any RSUS entitled Tenant Customers.

4.1.7.4 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 7: SUS Options. This table indicates if Motorola will provide any RSUS optional services to the Customer. RSUS supports the current Motorola ASTRO 25 system release and aligns with the established [Software Support Policy \(SwSP\)](#).

Motorola reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting releases that are no longer within the Standard Support Period (as defined by the SWSP). Contact Motorola's assigned CSM for the latest supported releases.

Table 4-13: RSUS Options

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	L Core M Core Simplified Core	
Remote Security Update Service with Reboot Support	L Core M Core Simplified Core	X

Responsibilities for rebooting applicable hardware are detailed in Section 4.1.7.5: Reboot Responsibilities.

Motorola Responsibilities

- Remotely deploy required patches listed in Section 4.1.7.2: Scope on the Customer's system. Patches will be installed on the cadence described in that section.
 - As outlined in Section 4.1.8.2: Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
 - Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event that no security updates are released by the Original Equipment Manufacturers (OEM), the Final RSUS Patch Report can be reviewed by the Customer to identify where no new security updates were required.
- Coordinate RSUS activities with any other Motorola system maintenance or other engineering activities with the Customer to minimize downtime, inefficiency and operational impact.

Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola's Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions.
- This service does not include releases for Motorola products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX, Critical Connect, and VESTA solutions.
- K Core ASTRO 25 systems are excluded.

- Motorola product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware are not included in these services.
- This service excludes the delivery of MTNs to the customer system.
- Motorola does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.
- Motorola shall provide Customers with a list of MTNs that are prerequisite for execution of the RSUS service.

Customer Responsibilities

- This service requires connectivity from Motorola to the Customer's ASTRO 25 system. If required, procure internet connectivity before the service commences, and maintain it for the duration of the service contract.
- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Prerequisite Motorola Technical Notices (MTN) must be applied to enable Motorola to remotely deploy the latest security updates. The list of MTNs that must be applied are available on the SUS secure customer portal.

4.1.7.5 Reboot Responsibilities

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS package being purchased. Table 4-14: Reboot Responsibilities Matrix contains the breakdown of responsibilities. Section 4.1.8.4: Inclusions indicates which services are included.

If a Customer chooses not to reboot after an update, whether for operational reasons or convenience, they are accepting the associated risks, which include:

- Greater exposure to cyber security threats and vulnerabilities.
- Impact to implementation of subsequent RSUS Microsoft Windows updates at the agreed delivery cadence, until the devices are rebooted and at the correct RSUS release.

If Customers require further support from Motorola to reboot following Microsoft Windows update deployment and installation, please contact your CSM who can discuss options for Reboot Support.

Table 4-14: Reboot Responsibilities Matrix

Remote SUS Package	Motorola Responsibilities	Customer Responsibilities
Remote Security Update Service	Provide a report to the Customer's main contact listing the servers or workstations which must be rebooted to ensure installed security updates become effective.	- When a security update requires a reboot, reboot servers and workstations after security updates are installed. - When remote deployment is in progress, it may be necessary for multiple reboots to be coordinated with Motorola.
Remote Security Update Service with Reboot Support	When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	

Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola. Motorola will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola disclaims any warranty concerning non-Motorola software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

4.1.8 On-Site Infrastructure Response

Motorola's On-Site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola's CMSO organization in cooperation with a local service provider.

On-Site Infrastructure Response may also be referred to as On-Site Support.

4.1.8.1 Description of Service

The Motorola CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 4.1.8.5: Priority Level Definitions and Response Times.

Motorola will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

4.1.8.2 Scope

On-Site Infrastructure Response is available in accordance with Section 4.1.8.5: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

4.1.8.3 Geographical Availability

On-Site Infrastructure Response is available worldwide where Motorola servicers are present. Response times are based on the Customer's local time zone and site location.

4.1.8.4 Inclusions

On-Site Infrastructure Response is provided for Motorola-provided infrastructure.

Motorola Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola's standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola field service technician will perform the following on-site:
 - Run diagnostics on the infrastructure component.
 - Replace defective infrastructure components, as supplied by the Customer.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
 - If required by the Customer's repair verification in the CSP, verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal (SCP):
 - Open and closed.

- Open, assigned to the Motorola field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

Limitations and Exclusions

The following items are excluded from this service:

- All Motorola infrastructure components beyond the post-cancellation support period.
- All third-party infrastructure components beyond the post-cancellation support period.
- All broadband infrastructure components beyond the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Tower and tower mounted equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third-party infrastructure.
- Firmware or software upgrades.

Customer Responsibilities

- Contact Motorola, as necessary, to request service.
- Prior to start date, provide Motorola with the following pre-defined Customer information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.

- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola and perform reasonable or necessary acts to enable Motorola to provide these services.
- In the event that Motorola agrees in writing to provide supplemental On-Site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola to provide the service.

4.1.8.5 Priority Level Definitions and Response Times

This section describes the criteria Motorola used to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 4-15: Standard Level Definitions and Response Times

Incident Priority	Incident Definition	On-Site Response Time
Critical P1	Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. Consoles: More than 40% of a site's console positions down. Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available. Security Features: Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	Core: Core server or link failures. Redundant server or link available. Consoles: Between 20% and 40% of a site's console positions down. Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater. Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	Consoles: Up to 20% of a site's console positions down. Conventional Channels: Single channel down. Redundant gateway available. Network Elements: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 4-16: Premier Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-Site Response Time
Critical P1	Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. Consoles: More than 40% of a site's console positions down. Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available. Security Features: Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
High P2	Core: Core server or link failures. Redundant server or link available. Consoles: Between 20% and 40% of a site's console positions down. Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater. Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
Medium P3	Consoles: Up to 20% of a site's console positions down. Conventional Channels: Single channel down. Redundant gateway available. Network Elements: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 4-17: Limited Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-Site Response Time
Critical P1	Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. Consoles: More than 40% of a site's console positions down. Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available. Security Features: Security is non-functional or degraded.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	Core: Core server or link failures. Redundant server or link available. Consoles: Between 20% and 40% of a site's console positions down. Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater. Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	Consoles: Up to 20% of a site's console positions down. Conventional Channels: Single channel down. Redundant gateway available. Network Elements: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

4.1.9 Annual Preventative Maintenance

Motorola personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

4.1.9.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

4.1.9.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

4.1.9.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola-provided infrastructure, including integrated third-party products, per the level of service marked in Table 4-18: Preventive Maintenance Level.

Table 4-18: Preventive Maintenance Level

Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

Motorola Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in Customer Hub, or as otherwise agreed in the CSP, comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
 - Perform the tasks defined in Section 4.1.9.4: Preventative Maintenance Tasks.
 - Perform the procedures defined in Section 4.1.9.5: Site Performance Evaluation Procedures for each site type on the system.
 - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
 - As applicable, use the Method of Procedure (MOP) defined for each task.

Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

- Tower climbs, tower mapping analysis, or tower structure analysis.

Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide site escorts, if required, in a timely manner.
- Provide Motorola with requirements necessary for access to secure facilities.
- In the event that Motorola agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola field service technician to access the sites to provide the service.

4.1.9.4 Preventative Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section 4.1.9.3: Inclusions.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm the monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server

DISPATCH SITE CHECKLIST – LEVEL 1	
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of the current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.

DISPATCH SITE CHECKLIST – LEVEL 1	
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder (IRR) Operation	Verify radio IRR operational on Motorola dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm the client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.

DISPATCH SITE CHECKLIST – LEVEL 1	
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Testing	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review the alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Playback Station (Motorola Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST – LEVEL 1	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators. Verify AC/DC converter, RMC have been wired correctly on D series site.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation, PCA screens indicating potential faults for proper operation
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back if the site has GTR stations. This test is not applicable for D series stations.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio if the site has GTR stations. This test is not applicable for D series stations.

RF SITE CHECKLIST – LEVEL 1	
PM Optimization Workbook (See Section 4.1.9.5: Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

FACILITIES CHECKLIST – LEVEL 1	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check the exterior of the building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check the landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Visual Inspection Interior (continued)	
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.

FACILITIES CHECKLIST – LEVEL 1	
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for the proper level. Note the condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is the generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that the outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

TOWER CHECKLIST – LEVEL 1	
Structure Condition	
Rust	Check the structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that the ladder system is secured to the tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check the paint condition.
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to the tower.
Antennas and Lines	

TOWER CHECKLIST – LEVEL 1	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
Concrete Condition	
Tower Base	Check for chips or cracks.

4.1.9.5 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

4.1.10 System Upgrade Agreement (SUA)

4.1.10.1 Overview

Utilizing the ASTRO System Upgrade Agreement (SUA) service, Customer is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

4.1.10.2 Scope

As system releases become available, Motorola agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The term of the agreement is listed in Table 4-19: SUA Terms. The eligible System Upgrade windows and their duration are illustrated in Table 4-20: Eligible Upgrade Window.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 4-20: Eligible Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

Table 4-19: SUA Terms

Duration	{{6}} Year(s)
-----------------	----------------------

Table 4-20: Eligible Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
{{2027-2028}}	{{2028-2029}}	{{2030-2031}}

The methodology for executing each System Upgrade is described in Section 4.1.10.5. ASTRO SUA pricing is based on the system configuration outlined in Appendix B: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO SUA price adjustment.

The price quoted for ASTRO SUA requires the Customer to choose a certified system upgrade path in Appendix A: ASTRO System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Appendix A: ASTRO System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

4.1.10.3 Inclusions

Refer to Table C-4: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

4.1.10.3.1 System Upgrades

System Upgrade coverage includes the products outlined in Appendix B: System Pricing Configuration and does not cover all products. The ASTRO SUA applies only to System Upgrades within the ASTRO platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

4.1.10.3.2 Subscriber Radio Software

The ASTRO SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 4.1.10.5: General Statement of Work for System Upgrades.

4.1.10.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO 25 SUA does not cover the products and services detailed in this section.

Table 4-21: SUA Limitations and Exclusions

Excluded Products and Services	Examples, but not limited to
Purchased directly from a third party	NICE, Genesis, Verint, Eventide
Residing outside of the ASTRO 25 network	CAD, E911, Avtec Consoles
Not certified on ASTRO 25 systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-Way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners
Customer provided cloud connectivity	LTE, Internet
Maintenance Services of Any Kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

4.1.10.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new

hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

4.1.10.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

4.1.10.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

4.1.10.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO SUA may change. Any changes to ASTRO SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

4.1.10.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

4.1.10.5 General Statement of Work for System Upgrades

4.1.10.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.

- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

Customer Responsibilities

- Contact Motorola to schedule and engage the appropriate Motorola resources for a system upgrade. Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 4.1.6.4: Motorola Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in Section 4.1.2.4 Connectivity. Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Appendix B: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.

- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

4.1.10.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
 - Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

4.1.10.5.3 System Upgrade

Motorola Responsibilities

- Perform system infrastructure upgrade for the system elements outlined in this SOW.

Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

4.1.10.5.4 Upgrade Completion

Motorola Responsibilities

- Validate all certified system upgrade deliverables are complete as contractually required.

- Confirm with Customer that the cloud is available for beneficial use.

Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

4.1.10.6 Special Provisions

The migration of capabilities from ASTRO 25 on-premises infrastructure to the cloud is not considered to be a platform migration and is therefore included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate customer implemented equipment. If during the course of an upgrade, it is determined that customer provided software and/or hardware does not function properly, Motorola will notify the customer of the limitations. The customer owns any costs and liabilities associated with making the customer provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open Source Software.

ASTRO 25 SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO 25 SUA annualized price is based on the fulfillment of the system release upgrade in each eligible upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible upgrade window if a system release upgrade has been taken prior to the point of termination.

Appendix A: ASTRO 25 System Release Upgrade Paths

The upgrade paths for standard ASTRO system releases are listed in Table A-1: Certified Standard ASTRO 25 System Release Upgrade Paths.

Table A-1: Certified Standard ASTRO 25 System Release Upgrade Paths

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to Current Shipping Release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO system releases for federal deployments are described in Table A-2: Certified High Security ASTRO 25 System Release Upgrade Paths.

Table A-2: Certified High Security ASTRO 25 System Release Upgrade Paths

ASTRO 25 High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO 25 7.x platform is expressed in the form “ASTRO 25 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO 25 System release with support for Public key infrastructure (PKI) Common Access Card/Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein is provided for information purposes only and is intended only to outline Motorola’s presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.

Table B-3: System Configuration

System Configuration	
Core Configurations	
Cloud based Core	0
On-premises Main Site	0
On-premises Backup Site	0
System Level Features	
Standalone servers (Critical Connect / Smart Connect)	0
MOSCAD NFM RTU (typically 1 per site location)	0
Network Management Clients	0
IMW Servers	0
Telephone Interconnect	0
Security Configurations	
AERSS Sensors	1
Firewalls	1
KMF Servers	0
KMF Clients	0
RF Site Configurations	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
Dispatch Site Configurations	
Dispatch Site Locations	0
MCC 7500 Dispatch Consoles	0
AIS	1
CCGWs	3
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	1
AXS Console PDH (Command Central Hub)	4
AXS Servers	0
Third Party Elements	

Advanced Plus Services Detailed Description

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Motorola Solutions ConfRestricted FedProposalNum

Page 70

 **MOTOROLA SOLUTIONS**

System Configuration	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

Appendix C: SUA Coverage Table

Advanced Plus Services Detailed Description

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

Table C-4: SUA Coverage Table

ASTRO Certified Solution		System Upgrade		
Equipment Provided by Motorola		Software	Hardware Full Product	Hardware Board-Level
Servers		✓	✓	
Workstations		✓	✓	
Firewalls		✓	✓	
Routers		✓	✓	
LAN Switches		✓	✓	
CirrusNode		✓	✓	
MCC 7500 Voice Processing Module		✓		✓
MCC 7500E Dispatch AIM		✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)		✓	✓	
AXS PDH Client (CommandCentral Hub)		✓	✓	
SDM 3000 Aux I/O		✓	✓	
MC Edge Aux I/O		✓	✓	
GTR 8000 Base Stations		✓		✓
GCP 8000 Site Controllers		✓		✓
DSC 8000 Site Controllers		✓	✓	
GCM 8000 Comparators		✓		✓
Motorola logging interface equipment		✓	✓	
PBX switches for telephone interconnect		✓	✓	
SDM 3000 RTU		✓		✓
Conventional Channel Gateway (CCGW)		✓	✓	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)		✓	✓	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)		✓	✓	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)		✓	✓	

Section 5

Priority Level Definitions and Response Times

Table 5-1: Priority Level Definitions and Response Time describes the criteria Motorola uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 5-1: Priority Level Definitions and Response Time

Incident Priority	Incident Definition	Initial Response Time	On-Site Response Time
Critical P1	▪ Core: Core server or core link failure. No redundant server or link available. ▪ Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. ▪ Consoles: More than 40% of a site's console positions down. ▪ Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available. ▪ Security Features: Security is non-functional or degraded. ▪ Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	▪ Core: Core server or link failures. Redundant server or link available. ▪ Consoles: Between 20% and 40% of a site's console positions down. ▪ Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater. ▪ Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. ▪ Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.

Incident Priority	Incident Definition	Initial Response Time	On-Site Response Time
Medium P3	▪ Consoles: Up to 20% of a site's console positions down. ▪ Conventional Channels: Single channel down. Redundant gateway available. ▪ Network Elements: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	▪ Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola will acknowledge and respond within 1 Business Day.	Not applicable.

Appendix 1: ASTRO 25 Remote Security Update Coverage

5.1 RSUS Coverage

The following table defines which components are covered by the Remote SUS service.

The ASTRO 25® Point Service Software Support Policy applies. Security Update Service (SUS) and Remote Security Update Service (RSUS) support only systems that are within the Standard Software Support Period (up to 4 years after general release). Support is dependent on connectivity to the (RNI) Radio Network Infrastructure.

Table 1-2: RSUS Covered Components

SOFTWARE	UPDATE RELEASE CADENCE	PRODUCTS * DEPENDS ON DEVICE NETWORK LOCATION IN RNI OR CONNECTIVITY SETTINGS *
Antivirus Definition Files	Weekly	Based on automated (CSMS) Core Security Management Server configurations

SOFTWARE	UPDATE RELEASE CADENCE	PRODUCTS * DEPENDS ON DEVICE NETWORK LOCATION IN RNI OR CONNECTIVITY SETTINGS *
Microsoft Windows	Monthly	• (AMS) Advanced Messaging Server • (AuC) Authentication Center Client • (AuC) Authentication Center Server • (CSMS) Core Security Management Server • (DC) Domain Controller • (IPPBX) (ETI) Enhanced Telephone Interconnect • (KMF) Key Management Framework Client • (KMF) Key Management Framework Server • (MCC) Master Control Console 5500 • (MCC) Master Control Console 7100 • (MCC) Master Control Console 7500 / (AIS) Archiving Interface Server • (MCC) Master Control Console 7500 E • (MCC) Master Control Consoles 7500 E • (NM) Network Management Client • (OPSOC) On-Prem Security Operations Center • (RM) Radio Management Client • (RM) Radio Management Server • MACH Alert (FSA) Fire Station Alerting • Marvlis AVL Desktop Monitor • Marvlis Server • NICE (AIS) Archiving Interface Server • NICE Backup Server • NICE IP Radio Logger • NICE Replay Workstation • Proxy 7000 • Transcoder • Verint Logging Recorder Server • Verint Workstation
Microsoft Windows SQL Server	Quarterly	• (CSMS) Core Security Management Server

SOFTWARE	UPDATE RELEASE CADENCE	PRODUCTS * DEPENDS ON DEVICE NETWORK LOCATION IN RNI OR CONNECTIVITY SETTINGS *
Red Hat Linux (RHEL)	Quarterly	• (ATR) Air Traffic Router • (BAR) Backup and Restore Server • (IPCAP) IP Packet Capture • (ISGW) Intersystem Gateway • (LM) License Manager • (LMP) LMP Multicast Proxy • (NTP) Network Time Protocol • (PDG) Packet Data Gateway • (SSS) System Statistical Service • (Syslog) Syslog Service • (UCS) User Configuration Server • (UEM) Unified Event Manager • (UNC) Unified Network Configurator • (ZC) Zone Controller • (ZDS) Zone Database Service • (ZSS) Zone Statistical Server
VMWare ESXi Hypervisor	Quarterly	(VMS) Virtual Management Server
VMWare vCenter	Quarterly	(VCLS) vSphere Cluster Services
McAfee/Trellix Patch(es)	Quarterly	(CSMS) Core Security Management Server
Dot Hill DAS Firmware	Quarterly	4524 4525
HP SPP Firmware	Quarterly	HP Generation 9 HP Generation 10

5.2 Exclusions

The following system components are not covered by RSUS but are covered by the SUS service. If you require assistance to deploy these updates, please contact your CSM to arrange Onsite SUS services.

Table 1-3: Excluded Components

Software	Products
Product Lines	▪ (IMW) Intelligent MiddleWare Server ▪ WAVE Radio Gateway ▪ WAVE Tactical ▪ (PA) Personnel Accountability ▪ (CEN) Customer Enterprise Network Located Loggers (including Telephony)

Software	Products
Antivirus Definition Files	▪ Stand Alone Deployed Products
Microsoft Windows	▪ (CAM) Console Alias Manager Server ▪ Genesis Genwatch3 ▪ Genesisworld Performance Management Solutions Client
Microsoft Windows SQL Server	▪ NICE IP Logging Recorder
QNAP	▪ TS453A ▪ TS453Be ▪ TS453D ▪ TS-464
PostgreSQL	▪ (KMF) Key Management Framework Server
- McAfee/Trellix Patch(es)	▪ Stand Alone Deployed Products

There may be components not included in the tables above. These components are not covered.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: **Motorola Solutions #689**

Amount: **\$ 390,312.10**

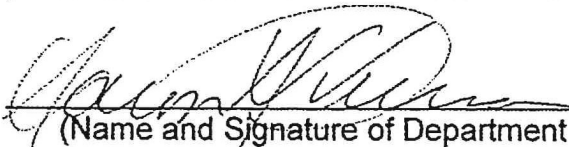
Date: **06/09/2025**

Description of item/service: **Service Agreement with Motorola Solutions**

Justification- Explain why this vendor is the only vendor that can perform this work:

The City seeks to enter into a comprehensive services agreement with Motorola Solutions to support, maintain, and enhance the mission-critical radio console equipment and recording infrastructure used within the City's Emergency Communications Center (ECC) and Police/Fire Department dispatch operations. This agreement is essential due to the proprietary nature of Motorola's equipment and software, as well as the operational need for seamless, continuous support of public safety communications. Motorola Solutions is the original equipment manufacturer (OEM) and developer of the dispatch radio console system currently in use within the ECC at the Police Department. The consoles, software applications, and integrated systems are proprietary to Motorola, and cannot be supported, upgraded, or modified by third-party vendors without violating licensing agreements or compromising system integrity. As such, Motorola is the sole provider capable of delivering the full scope of services required.

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


(Name and Signature of Department Head)

5/22/25
Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

I concur ☒ do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Procurement Designee

6/5/2025
Date



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Settlement Agreement to Resolve a Claimed Interest in Two Parcels of Property Necessary to Complete the Hamilton Road Extension Project, in the Amount of \$60,000, as requested by the Legal Department and the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2a. Better quality roads and sidewalks

BACKGROUND: In January of 2021, the City began negotiations to acquire property rights and the necessary easements over a portion of two parcels of land (the "Property") necessary to complete the Hamilton Road Extension project. The City acquired a Warranty Deed, a Permanent Easement, and a Temporary Easement from the registered owner (seller) of the parcels in March of 2022. Unbeknownst to the City, the seller had given a mortgage interest in the Property shortly before executing the sale to the City.

In February of 2025, the plaintiffs, Kenneth Verkler, Ryan Verkler, and Nick Verkler, filed a Verified Complaint for Foreclose and Other Relief, against the owner/seller, claiming that the Seller had defaulted on the mortgage. The City, due to its interest in the Property, was named as a Defendant in the action. The City filed an Answer and Counter Claim against the Seller by which the City seeks reimbursement from the Seller for any amounts paid in the defense and settlement of this matter.

The Property is a critical piece to the Hamilton Road Extension project, and the subject of a funding request through the Illinois Department of Transportation (IDOT). The next letting is scheduled for August of 2025, and in order to receive funds at that time, the City must obtain a clear title to the Property. The parties have negotiated the resolution of the Verklers' interest vis-à-vis the City, and have agreed to accept \$60,000 in exchange for full releases of any claim against the Property.

Settlement of this claim is necessary to move this project forward, and Staff recommends that the Council approve this request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the \$60,000 will be paid out of the casualty fund to the plaintiffs and their attorneys. This will be paid from the Casualty Insurance-Property Claims account (60150150-70714). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 140.

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporation Counsel

ATTACHMENTS:

[LGL 1B Resolution](#)

[LGL 1C Resolution - Exhibit A - Settlement Agreement](#)

RESOLUTION NO. 2025 - _____

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT TO RESOLVE A CLAIMED INTEREST IN TWO PARCELS OF PROPERTY NECESSARY TO COMPLETE THE HAMILTON ROAD EXTENSION PROJECT, IN THE AMOUNT OF \$60,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending a Settlement Agreement with Kenneth Verkler, Ryan Verkler, and Nick Verkler, in the amount of \$60,000; and

WHEREAS, the Verklers' claim a mortgage interest in property acquired by the City, and claim that the mortgagee, the former owner of the property, has defaulted on the mortgage; and

WHEREAS, the Verklers have named the City as a Defendant in their Verified Complaint for Foreclosure and Other Relief, filed in McLean County Circuit Court, case no. 2025FC14; and

WHEREAS, the property at issue is required for the completion of the Hamilton Road Extension project, and the resolution of the Verklers' claim is necessary to obtain funding through a letting from the Illinois Department of Transportation (IDOT); and

WHEREAS, the approval of this settlement will allow the City to meet the Department's deadline for submitting documents supporting an August 2025 letting; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Settlement Agreement, a copy of which is attached as Exhibit A.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Settlement Agreement, and any other necessary documents.

PASSED this 9th day of June 2025.

APPROVED this _____ day of June 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

Leslie Smith-Yocum, Clerk

EXHIBIT A

**SETTLEMENT AGREEMENT
AND CONTRACT FOR RELEASE OF LIEN**

This Settlement Agreement and Contract for Release of Lien is entered into by and between Kenneth Verkler, Ryan Verkler and Nick Verkler (collectively referred to as “the Verklers”), and the City of Bloomington, McLean County, Illinois, a municipal corporation (the City) and shall be effective as of the date it has been signed by an authorized representative of each party.

WHEREAS the Verklers are the holders of a mortgage dated March 3, 2022, recorded in the McLean County Recorder’s Office as Document No. 2022-00004345 for the premises commonly referred to as 1508 Rhodes Lane, McLean County, Illinois; and

WHEREAS the City is the owner of a deed as well as permanent and temporary easement, recorded in the McLean County Recorder’s Office as Document Nos. 2022-00013767, 2022-00013768 and 2022-00013769 on the premises encumbered by said mortgage; and

WHEREAS the Verklers are Plaintiffs in a pending foreclosure suit in McLean County, Case No. 25 FC 14, in which the City is a Defendant (the pending foreclosure suit); and

WHEREAS, the City requires clear, unencumbered title to the aforesaid deed and easements in order to perform road construction; and

WHEREAS, it is the intention of the parties to settle the pending foreclosure suit in a manner that will not adversely affect the City’s right or title to its deed and easements.

NOW THEREFORE, the parties agree as follows:

1. In consideration for payment of the sum of \$60,000.00, the receipt and sufficiency of which is hereby acknowledged, the Verklers release any and all liens, claims, rights, title or interest relating to any land owned by the City of Bloomington on the mortgaged premises, including those asserted in the pending foreclosure suit, and, specifically, but not by way of limitation, upon the deed, permanent and temporary easements recorded as Document Nos. 2022-00013767, 2022-00013768 and 2022-00013769.
2. Upon receipt of payment, the Verklers shall immediately execute and promptly return to the City the original releases of the deed and easements as provided in the preceding paragraph, said releases to be promptly recorded with the McLean County Recorder of Deeds.
3. In the event of foreclosure of the mortgage recorded as Document No. 2022-0004345, the Verklers, their heirs, successors, and assigns shall affirm and allow continuance of the easements and right of way described in the aforesaid deed and easements.

(SIGNATURES ON THE FOLLOWING PAGE)

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS.

Plaintiffs:

City of Bloomington

By: _____
Name: **Kenneth Verkler**
Date: _____

By: _____
Name: **Jeff Jurgens**
Title: **City Manager**

Date: _____

By: _____
Name: **Nick Verkler**
Date: _____

Subscribed and sworn to before me
this _____ day of _____, 2025.

By: _____
Name: **Ryan Verkler**
Date: _____

Notary Public

Subscribed and sworn to before me
this _____ day of June, 2025.

Notary Public



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a General Liability Settlement Agreement Involving Claimant Bruce Neel, in the Amount of \$37,126.80, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Claimant Bruce Neel experienced severe sewer backup in relation to a separation project completed by the City's Contractor, Stark Excavating. Damages and the cost to repair totaled \$37,126.80. The City is currently undertaking subrogation efforts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the \$37,126.80 will be paid by the City's third-party Claims Administrator out of the City's escrow account.

Respectfully submitted for consideration.

Prepared by: Alex Rosas, Safety and Risk Manager

ATTACHMENTS:

[HR 1B Resolution](#)

RESOLUTION NO. 2025 - _____

**A RESOLUTION APPROVING A GENERAL LIABILITY SETTLEMENT AGREEMENT WITH
CLAIMANT BRUCE NEEL, IN THE AMOUNT OF \$37,126.80**

WHEREAS, subject to the provisions of the City Code, City staff are recommending a settlement agreement be approved in the amount of \$37,126.80; and

WHEREAS, the Claimant, Bruce Neel, suffered losses in the amount of \$37,126.80 due to the City's contractor's, Stark Excavating, work on a City sewer project; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the agreement, and any other necessary documents.

PASSED this 9th day of June 2025.

APPROVED this ____ day of June 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing an Agreement with Air One Equipment, Inc., for the Purchase of 14 Sets of Firefighting Turnout Gear, in the Amount of \$57,550, 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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Fire Department is asking to purchase 14 complete sets (coats and pants) of Firefighting Turnout Gear from AirOne Equipment, Inc. The gear is manufactured by Globe. Each Bloomington Firefighter is issued two sets of structural firefighting protective gear. The second set of gear was approved in a 2018 purchase. Two sets are issued so that emergency personnel have a clean, serviceable set at all times. This allows for proper cleaning and drying following training classes and use on emergency scenes where gear becomes wet and contaminated. The second set is also used when gear is sent in for repairs. The National Fire Protection Association (NFPA) 1851 standard establishes requirements that structural firefighting protective clothing be retired when it reaches 10 years past the manufacturer's date. The purchase of this gear will assist in meeting this standard.

Fire Department staff are requesting that the formal bidding requirements be waived and that the City is authorized to purchase the turnout gear from Air One Equipment. Staff researched the costs of turnout gear that meets the necessary standards and needs of the Fire Department. Two national joint purchasing contracts, HGAC and Sourcewell, had prices that were higher than the proposed vendor. HGAC charges \$6,191.62 per set, and Sourcewell charges \$5,200.96 per set. Air One Equipment has negotiated a favorable pricing of \$4,100 per set. Staff believe that it is in the City's best interest and the most fiscally responsible choice to purchase from Air One Equipment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the Fire Department will make the purchase through AirOne Equipment Inc. for the amount of \$57,550. This purchase will be paid out of the Fire-Protective Wear account (10015210-62191). Stakeholders can locate this in FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 204.

Respectfully submitted for consideration.

Prepared by: Mike Hartwig, Deputy Chief

ATTACHMENTS:

[FIRE 1B Resolution](#)

[FIRE 1C Resolution - Exhibit A - Agreement](#)

RESOLUTION NO. 2025 - _____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING AN AGREEMENT WITH AIR ONE EQUIPMENT, INC., FOR THE PURCHASE OF 14 SETS OF FIREFIGHTING TURNOUT GEAR, IN THE AMOUNT OF \$57,550

WHEREAS, the CITY has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 403; and

WHEREAS, subject to the provisions of the City Code, City staff are recommending waiving the technical bidding requirements and that an agreement ("EXHIBIT A") with Air One Equipment, Inc., be approved for the purchase of 14 sets of firefighting turnout gear, in the amount of \$57,550 ("PURCHASE"); and

WHEREAS, the PURCHASE includes 14 sets (coat and pants) of firefighting turnout gear; and

WHEREAS, Air One Equipment Inc. provided a purchase price of \$4,100 per set, which was negotiated with the manufacturer, Globe. The cost to purchase the same set through the national bidding contract HGAC is \$6,191.62 per set, and Source Well is \$5,200.96 per set; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements for the PURCHASE and to approve the Agreement.

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

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

SECTION 2. That the formal bidding requirements are waived.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents.

PASSED this 9th day of June 2025.

APPROVED this ____ day of June 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Air One Equipment Inc.

FOR

Firefighter Turnout Gear

THIS AGREEMENT, dated this ____ day of June ~~May~~, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Air One Equipment 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:

_____ (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 solely from the 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.



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 & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

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:

Air One Equipment Inc.
 360 Production Drive
 South Elgin, IL 60177
 airone@aoe.net

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: Sandra M. Frey
Its President

By: Martin J. Svihra
Its Director of Operations

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

GLOBE G-XTREME BUNKER COAT,BLOOMINGTON SPEC - Quantity - 14

GLOBE PANT SYSTEM, BLOOMINGTON SPEC - Quantity - 14

SHIPPING & HANDLING CHARGES ARE ADDED AS APPLICABLE - Quantity - 1

EXHIBIT B
COSTS/FEES

GLOBE G-XTREME BUNKER COAT,BLOOMINGTON SPEC - Quantity - 14 @ 2,205.00 each = \$30,870.00

GLOBE PANT SYSTEM, BLOOMINGTON SPEC - Quantity - 14 @ \$1,895.00 each = \$26,530.00

SHIPPING & HANDLING CHARGES ARE ADDED AS APPLICABLE - Quantity - 1 @ \$150.00

Total Cost = \$57,550



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: Ward 5

SUBJECT: Consideration and Action on an Application from Sarahbest, Inc., d/b/a Bloomington Rosati's Pizza, located at 1704 Eastland Dr. Units 3 & 4, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Sarahbest, Inc. (Applicant), located at 1704 Eastland Dr. Units 3 & 4, is Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License. The applicant holds a City of Bloomington Liquor and Video Gaming license at their current location (203 N. Prospect Rd., Unit 300) but will be moving to the location requested on this license application. Liquor licenses are non-transferable, so they are applying for a new license. The applicant noted that there would be no significant changes in operation at the new location. If approved, the Licensee plans to request a Video Gaming License Transfer, which is permitted by Code.

After a Public Hearing on May 13, 2025, the Liquor Commission positively recommended the application to Council. Draft minutes of the Hearing are attached.

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 the City Code, a public notice was published on May 4, 2025, in *The Pantagraph*. 59 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RBS Liquor License is \$1,500 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 120. 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.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 3B Application_Bloomington Rosatis Pizza](#)

[CLK 3B Draft LC Minutes 051325_Bloomington Rosatis Pizza](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: Sarahbest, Inc. d/b/a Bloomington Rosati's Pizza

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

- Completed Application
- Lease Agreement
- Computer-Generated Site/Floor Plan
- List of Ownership with Name, Date of Birth, Address, and Percent Owned
- Financial Statement
- Paid \$400 Application Fee

Information Verified During Review

- Article of Incorporation
- DBA/Assumed Name Registered with the State of IL
- B/N Food & Beverage Tax Registration Form
- Entity is in Good Standing with the State of IL
- \$2,000 Bond on File

Current Ownership

- Sarahbest, Inc.
 ^ Faizan Kanchwala (100%)

Items Due Before License Issuance

- Health Dept. Inspection
- BASSET Certified Employee List
- Updated Insurance
- Building Safety Inspection

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



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Sarahbest Inc.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Bloomington Rosati's Pizza
Legal Entity Address <i>(including City, State, and Zip)</i>	1704 Eastland Drive Unit 3-4, Bloomington Illinois
Legal Entity Phone Number	
Legal Entity Email Address	rosatisofbloomington@gmail.com
Establishment Address including Zip	1704 Eastland Drive Unit 3-4, Bloomington Illinois
Establishment Phone Number	3096616575
Establishment Email Address	rosatisofbloomington@gmail.com
*Email Address for <u>ALL</u> City Communications:	rosatisofbloomington@gmail.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 ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Faizan Kanchwala	Bloomington	IL	61704
Phone Number	Email Address		
	rosatisofbloomington@gmail.com		

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

Name (First & Last)	City	State	Zip
Kimberly Blair	Belvidere	IL	61008
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☐ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☒ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes ☒ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Italian Pizzeria Restaurant
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RBS
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
Alcohol a part of existing Rosati's Pizza menu offerings
7. If approved, how would the liquor license benefit the City and its residents? _____
Provide a dining establishment where friends and family can come together to enjoy delicious Italian
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Vast majority will come from food sales
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	9:30 am	10:00 pm
Tuesday:	9:30 am	10:00 pm
Wednesday:	9:30 am	10:00 pm
Thursday:	9:30 am	10:00 pm
Friday:	9:30 am	11:00 pm
Saturday:	9:30 am	11:00 pm
Sunday:	9:30 am	10:00 pm
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Majority commercial
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
Hours of operation stagger, banks open earlier, restaurants have similar hours such as mine, so
 - 2B. Is the area predominately residential, are they single or multi-family homes?
N/A
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Establishment has two way street directly outside of it. Has two lanes per direction. Approximate width per lane is roughly 10.5 feet.
4. How much additional traffic is expected to be generated with a liquor license?
I am expecting for a bit more traffic at location due to the liquor license, gives people a wider selection of
5. Describe any and all on- and off-street parking:
Shopping center has a very large parking lot, with parking on both sides of either direction the vehicle is
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 6

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: Yes, currently hold liquor license at the current Rosati's Pizza location
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

We are currently open not too far from new location. Rosati's Pizza is relocating its restaurant to this new location. No significant changes to current operation. Same ownership and concept.

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
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. All applicants of the establishment are 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.

Faizan Kanchwala

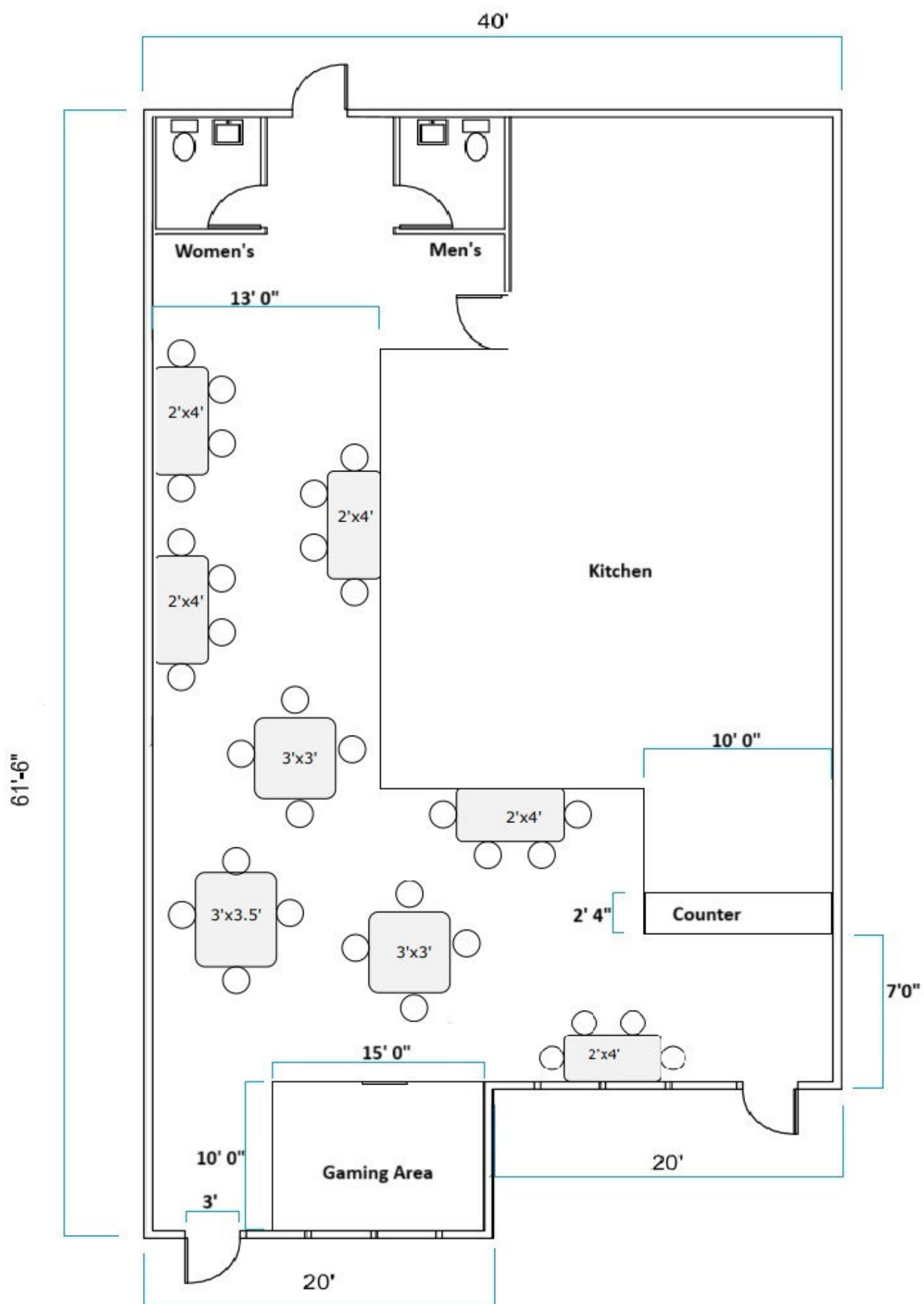
Name (Please Print)

President/Owner

Title

April 1 2025

Date





MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, MAY 13, 2025, 4:00 PM

The Liquor Commission convened in regular session at 4:00 p.m. in the Government Center Boardroom. Commissioner Brady called the meeting to order.

Roll Call

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Absent
Dan Brady	Commissioner	Present
Sreenivas Poondru	Commissioner	Present

Staff Advisors

Attendee Name	Title	Status
Leslie Smith-Yocum	City Clerk	Present
George Boyle	Asst. Corporation Counsel	Present
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief	Present

Public Comment

No public comment was received.

Consent Agenda

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

Commissioner Poondru approved the Consent Agenda as presented.

Item 4.A. Consideration and Action on Approving the Minutes of the March 11, 2025, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Item 4.B. Consideration and Action on Approving the Minutes of the April 8, 2025, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Regular Agenda

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

The following item was presented:

Item 5. A. Public Hearing and Action on an Application from Sarahbest, Inc., d/b/a Bloomington Rosati's Pizza, located at 1704 Eastland Dr. Units 3 & 4, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, MAY 13, 2025, 4:00 P.M.

Commissioner Brady opened the Public Hearing at 4:06 p.m.

Faizan Kanchwala, Owner/President of Sarahbest, Inc., after being sworn, addressed the Commission. Mr. Kanchwala explained that the business had been in operation since 2006 at the current location and planned to relocate to a larger space. He noted that the new location would provide more room for catering, staging, and dining. He stated that the existing location could seat about 26-28 people, and the proposed location could accommodate about 36-45 patrons. He emphasized that the core business operations would remain unchanged and noted that the primary goal of the change was to support business growth and that the move was intended to provide a more spacious environment that could better support their expanding business needs.

Asst. Corporation Counsel George Boyle noted that Legal had no concerns.

Commissioner Poondru asked if they anticipated transferring their video gaming license. Mr. Kanchwala answered yes and explained that he would work closely with the proper departments to facilitate their business location transfer. He noted that he had been in ongoing communication with various departments, including the Health Department, and would work cooperatively with all relevant authorities.

Commissioner Poondru asked if Mr. Kanchwala had his BASSET Certification. Mr. Kanchwala answered yes.

Commissioner Brady asked for details about the proposed location. Mr. Kanchwala provided the address and explained that the new location would be near Fresh Thyme Market and the current Jack Lewis Jewelers.

Mr. Boyle clarified that the application approval would result in a permit for a license and would be contingent on approval from the Health Department and other relevant City departments. He explained that it was standard practice for license applicants to continue working with various municipal departments after initial approval to ensure full compliance with all regulatory requirements.

Leslie Yocum, City Clerk, asked if staff had any concerns. Chris McCallister, Building Official, and Asst. Police Chief Paul Williams reported no concerns.

Mr. Kanchwala highlighted his collaboration with EA Architecture and specifically mentioned architect Russ Arbuckle. He emphasized the firm's stellar reputation and mentioned the quality of professional expertise they would bring to Bloomington Rosati's relocation effort.

No one was present in the audience to speak for or against the item.

Commissioner Brady closed the Public Hearing at 4:15 p.m.

Commissioner Poondru made a motion, seconded by Commissioner Brady, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Poondru

Motion carried.

The following item was presented:

Item 5. B. Continued Sanctions Review on a Citation Issued to Grand Café, LLC, d/b/a Grand Café, located at 2205 E. Oakland Ave., Suite A2, for Violating Chapter 6, Section



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Three-Year Service Agreement with Tyler Technologies, Inc., for a Software as a Service (SaaS) Solution for the Enterprise Public Safety Suite, in the Amount of \$1,459,685.03 Over the Life of the Agreement, as requested by the Police Department and the Information Technology Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: Since 2005, the City has maintained a long-standing partnership with Tyler Technologies, Inc. through an annual software maintenance agreement. Under the agreement, the City has been responsible for providing and maintaining the local servers, storage, and infrastructure needed to run the system. This proposal transitions us to a Software as a Service (SaaS) agreement, which means Tyler Technologies will host the entire system in a secure, cloud-based environment and take over responsibility for the hardware, backups, updates, security, and technical management. Without this SaaS transition, we would still need to enter into a standard software maintenance agreement and also invest in a significant upgrade to our current on-premise server environment. A process that would require both Tyler services and extensive support from our local IT staff. Moving to SaaS not only avoids those infrastructure and personnel costs, but also improves system reliability, strengthens data security, reduces the burden on City resources, and ensures uninterrupted access to critical public safety systems.

This SaaS deployment will include dedicated environments for production, testing, and training, as well as comprehensive disaster recovery capabilities. In addition, the agreement provides for managed services by Tyler Technologies that encompass the deployment and ongoing support of computing, storage, and networking resources, as well as infrastructure and application monitoring. All application updates and upgrades will be handled directly by Tyler, ensuring timely compliance with industry and security standards.

Security and data integrity are central components of the SaaS offering. The hosted environment will feature enhanced security protections, including data encryption in transit and at rest, advanced firewall and antivirus protections, and strict access management protocols. Tyler will also provide full data administration services, including regular backups, structured

data retention practices, and disaster recovery testing.

Transitioning to the Tyler-hosted SaaS environment will strengthen the long-term posture and viability of our public safety suite. It reduces the burden on local IT staff and hardware infrastructure while ensuring our first responder systems remain resilient, scalable, and up-to-date. Most importantly, this move supports the City's broader commitment to operational continuity, data security, and public safety by leveraging a trusted vendor and industry best practices to protect the systems that safeguard our residents.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Service Agreement with Tyler Technologies, Inc., in the Amount of \$1,459,685.03. This will cover 3 fiscal years: FY 2026 cost is \$533,027.88, which includes a one-time cost of \$81,000 for services, hardware, and software; FY 2027 cost is \$452,027.88; and FY 2028 cost is \$474,629.27 for a total of \$1,459,685.03. The FY 2026 amount of \$533,027.88 is included in the Communication Center-Repair/Maintenance Office & Computer Equipment account (10015118-70530). If approved, the Communication Center will include the FY 2027 and FY 2028 amounts in those respective years budgets. Stakeholders can locate the FY 2026 amount in the FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 200.

Respectfully submitted for consideration.

Prepared by: Darren Wolf, Communication Center Manager

ATTACHMENTS:

[PD 2B Resolution](#)

[PD 2C Resolution - Exhibit A - Agreement](#)

[PD 2D Limited Source Justification Letter](#)

RESOLUTION NO. 2025 - _____

A RESOLUTION APPROVING A THREE-YEAR SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR A SOFTWARE AS A SERVICE (SaaS) SOLUTION FOR THE ENTERPRISE PUBLIC SAFETY SUITE, IN THE AMOUNT OF \$1,459,685.03 OVER THE LIFE OF THE AGREEMENT

WHEREAS, subject to the provisions of the City Code, City staff are recommending that a three-year service agreement (Exhibit A) with Tyler Technologies, Inc., be approved for a Software as a Service (“SaaS”) Solution for the Enterprise Public Safety Suite, in the amount of \$1,459,685.03 over the life of the agreement; and

WHEREAS, the City has partnered with Tyler Technologies, Inc. (“TYLER”) since 2005 to utilize its Enterprise Public Safety Software Suite, which serves as a critical technology platform supporting the Emergency Communications Center, Police Department, Fire Department, and other City departments in the delivery of essential services; and

WHEREAS, the current on-premise deployment model of the TYLER suite relies on aging infrastructure and locally managed systems, which limits scalability, increases long-term maintenance needs, and poses a risk to operational continuity in the event of hardware failure or security incidents; and

WHEREAS, the City seeks to modernize and strengthen its public safety technology environment by transitioning to TYLER’s SaaS solution, which will be securely hosted within Amazon Web Services (AWS) GovCloud, a platform designed to meet rigorous governmental and criminal justice standards; and

WHEREAS, this proposed SaaS transition includes the deployment of dedicated production, testing, and training environments, as well as built-in disaster recovery functionality, ensuring high availability and continuity of service for mission-critical public safety operations; and

WHEREAS, the agreement includes comprehensive managed services provided by Tyler Technologies, Inc., including infrastructure hosting, system and application monitoring, automated software updates and upgrades, and advanced environmental security protections such as encryption, firewalls, antivirus, and access control; and

WHEREAS, the hosted environment will provide robust data administration, including scheduled data backups, structured retention policies, and compliance with industry and regulatory standards, supporting the City’s goals for data integrity and operational resilience; and

WHEREAS, the transition to a TYLER’s hosted SaaS solution represents a forward-looking investment in the reliability, scalability, and security of the City’s emergency response infrastructure, reducing local IT burdens while enhancing the ability to protect public safety and serve the community effectively; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement.

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

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

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

PASSED this 9th day of June 2025.

APPROVED this ____ day of June 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to a Software License Agreement dated June 30, 2005 which was further amended, collectively the (Original Agreement), under which Tyler provided Client with a license to certain Tyler Software set forth therein; and

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Affiliated Organization”** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Bloomington, IL.
- **“Data”** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. “Data” excludes Service Usage Data.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current



Invoicing and Payment Policy is attached as Exhibit B.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“Service Usage Data”** means data and telemetry collected by us relating to your or your authorized users’ use of the Tyler Software and/or SaaS Services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license

to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7. Affiliated Organization, as defined herein, is added to the Agreement.

- 7.1. “Affiliated Organization” means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A.
- 7.2. Access by Affiliated Organizations. We will grant each Affiliated Organization access to the Tyler Software detailed in Exhibit A, in accordance with the terms of the Agreement, and each such Affiliated Organization must abide by the terms of the Agreement.
- 7.3. Affiliated Organization’s access to the Tyler Software will be denied upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the



Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.
4. Cancellation. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available all releases to the Tyler Software (including updates and enhancements) that we make

generally available and deploy, without additional charge; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler

Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO**

EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and

promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality

provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Bloomington, IL

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Group General Counsel

Title: _____

Date: 05/23/25

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Bloomington
305 S. East St.
Bloomington, IL 61701-7609
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For:

Darren Wolf
Bloomington Police Department
305 S East St
Bloomington IL 61701-7609
Phone: +1 (309) 434-2366

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Platform			
EPS Platform - Standard	\$ 128,000	\$ 0	\$ 128,000
Other			
CrewForce	\$ 612	\$ 0	\$ 612
ShieldForce	\$ 404	\$ 0	\$ 404
Cloud Migration			
Enterprise CAD Suite	\$ 113,780	\$ 0	\$ 113,780
Enterprise Mobile Suite	\$ 111,971	\$ 0	\$ 111,971
Enforcement Mobile Suite	\$ 97,260	\$ 0	\$ 97,260
TOTAL			\$ 452,028

Services

Description	Quantity	Unit Price	Discount	Total
-------------	----------	------------	----------	-------

Enterprise Public Safety				
Cloud Migration Services				
	1	\$ 75,000	\$ 0	\$ 75,000
TOTAL				\$ 75,000

Third-Party Hardware, Software and Services				
Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Hardware				
Redundant VPN Appliance Bundle	1	\$ 6,000	\$ 0	\$ 6,000
TOTAL				\$ 6,000
				\$ 0

Summary		One Time Fees	Recurring Fees
Total Tyler Software		\$ 0	\$ 0
Total Annual		\$ 0	\$ 452,028
Total Tyler Services		\$ 75,000	\$ 0
Total Third-Party Hardware, Software, Services		\$ 6,000	\$ 0
Summary Total		\$ 81,000	\$ 452,028

Assumptions

For additional information, please visit <https://empower.tyler-tech.com/enterprise-public-safety-specifications.html>

Affiliated Agencies



Bloomington Fire



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term shall be invoiced in the following amounts:

	Year 1	Year 2	Year 3
Annual Fee	\$ 452,027.88	\$ 452,027.88	\$ 474,629.27

Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Credit for Maintenance and Support Fees. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section F(1) of this Agreement.
3. Professional Services.
 - 3.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced upon completion.
4. Third Party Products.
 - 4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software, (excluding Esri and Embedded Third Party Software), is invoiced when we make it available to you for downloading.
 - 4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
 - 4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance,

commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. **Expenses.** The rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the



current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high

speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only. After 9:00 p.m., the Enterprise CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation to assist the customer in triaging the incident. The incident will be escalated throughout our support apparatus until service is restored.



Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

City of Bloomington, IL SaaS Flip Agreement 043025

Final Audit Report

2025-05-23

Created:	2025-05-22
By:	Lori English (lori.english@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI0qClucZkBOonNhuJxgzhZVpytKsVwxK

"City of Bloomington, IL SaaS Flip Agreement 043025" History

-  Document created by Lori English (lori.english@tylertech.com)
2025-05-22 - 6:44:23 PM GMT- IP address: 163.116.253.46
-  Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2025-05-22 - 6:45:37 PM GMT
-  Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2025-05-22 - 8:19:27 PM GMT- IP address: 216.221.31.41
-  Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2025-05-23 - 11:44:26 AM GMT - Time Source: server- IP address: 24.27.97.211
-  Agreement completed.
2025-05-23 - 11:44:26 AM GMT

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State, or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: 2002

Tyler Technologies

Amount: \$ 1,459,685.03**Date:** 05/22/2025**Description of item/services:**

Contract Amendment, Software as a Service Agreement

Justification:

The City is seeking to implement a contract amendment and enter into a Software as a Service (SaaS) agreement with Tyler Technologies, the long-standing provider of the City's public safety software solutions since June 30, 2005. This agreement will support the City's transition from an on-premises environment to a fully hosted, cloud-based SaaS model for Tyler's Enterprise Public Safety Suite. Tyler Technologies is the original developer and exclusive provider of the City's current Computer-Aided Dispatch (CAD), Mobile Data, and related police and fire applications.

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

Aaron Veerman

Aaron Veerman

5/22/2025 | 1:52 PM CDT

(Name & Signature of Department Director or Designee **Submitting**)

Date

Craig McBeath

Craig McBeath

5/22/2025 | 1:54 PM CDT

(Name & Signature of Department Director or Designee **Approving**)

Date

SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:

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

I concur ☒ / do not concur ☐ (see below) with the purchase to be a Limited Source.

Do not concur for the following reason(s):

Click or tap here to enter text.

Carla Murillo

(Name & Signature of Purchasing Agent or Designee)

Date



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: June 9, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 22 and 37.5 and the Schedule of Fees Pertaining to Massage Establishments and Sexually Oriented Business Licenses Administered by the City Clerk, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: At the request of City Council, the City Clerk Department completed a thorough license audit over the summer of 2023 and brought to Council two major Code updates in the fall/winter of 2023. At that time the City Code chapters applicable to massage establishment and sexually oriented business licensing, as well as the Schedule of Fees, were skipped as the City looked at ways to best align the chapters with efforts to prevent human trafficking in the City. Citywide staff also began training on human trafficking and researching ways to update the Code to further human trafficking prevention.

Bloomington is positioning itself to become the first city in the State of Illinois to be Human Trafficking Training Certified and recognized as a *Partner in Peace* by the Center for Prevention of Abuse.

The Code edits contained in the proposed Ordinance better prepare the City to address human trafficking in the aforementioned establishments, as well as modernize Code language to best align it with today's license processing and ensure safe business operations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: It is proposed that both the Massage or Bodywork Establishment License and the Sexually Oriented Entertainment Business License have an Application fee of \$100, plus an annual license fee of \$250 and an investigation fee as determined by the City contract fee.

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

ORDINANCE NO. 2025 - _____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 22 AND 37.5 AND THE SCHEDULE OF FEES PERTAINING TO MASSAGE ESTABLISHMENTS AND SEXUALLY ORIENTED BUSINESS LICENSES ADMINISTERED BY THE CITY CLERK

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

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, Massage Therapists are regulated exclusively by the State pursuant to the Massage Licensing Act, but massage establishments and businesses that perform “bodywork” are not regulated by the State; and

WHEREAS, the City, along with many other municipalities in Illinois, has found that some businesses claiming to offer legitimate massage services are, in fact, engaging in illegal sexual activity, often involving individuals who have been trafficked and forced into such services, and as a result, there is a clear need for local regulations to prevent these illegal practices within the City; and

WHEREAS, after consulting with social service agencies that support victims of human trafficking and local law enforcement, along with reviewing relevant materials and information, the City has determined that some individuals and businesses claiming to be engages in “bodywork” are neither licensed Massage Therapists nor legitimate practitioners, and in some cases, are using the absence of regulation to engage in illegal sexual activity; and

WHEREAS, the City Council believes that the changes proposed in this Ordinance will help prevent businesses falsely claiming to offer legitimate bodywork from being used for unlawful sexual conduct, while still protecting genuine, law-abiding practitioners of bodywork and massage therapy services; and

WHEREAS, City staff desires to amend City Code Chapters 22 and 37.5, and the applicable Schedule of Fees sections, to modernize Code language and empower legitimate Massage and Bodywork Establishments to operate safely and successfully, while providing additional safeguards to prevent illegal activity.

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

SECTION 1. That Chapters 22 and 37.5, and the Schedule of Fees, of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect 10 days after passage.

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 9th day of June 2025.

APPROVED this ____ day of June 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 22 Health and Sanitation

ARTICLE X

Regulations ~~F~~for Massage or Bodywork Establishments

§ 22-1001. [Ch. 22, Sec. 153] Definitions.

For the purpose of this ~~a~~Article, the following words shall have the meanings respectively ascribed to them by this section:

ACT - the Illinois Massage License Act (225 ILCS 57/1 et seq.).

ADVERTISE - the issuance of any card, sign, or device to any person; the causing, permitting, or allowing of any sign or marking on or in any building, vehicle, or structure; advertising in any newspaper, magazine, television, radio, internet streaming, blog, chat room, website or social media; any listing or advertising in any directory; or commercials broadcast by any means and any similar or equivalent communications of a person, business or Establishment.

BODYWORK ESTABLISHMENT — Any commercial, fixed place of business where any person, firm, association, or corporation advertises, offers, engages in, or carries on, or permits to be offered, engaged in, or carried on, bodywork services to patrons in exchange for compensation, excluding home-based bodywork providers licensed under the Act.

BODYWORK OR BODYWORK SERVICES — Any method involving the application of pressure, friction, stroking, kneading, rubbing, tapping, pounding, vibrating, touching, or otherwise stimulating the external parts of the human body by another person, whether performed using hands, other parts of the body, or with the assistance of mechanical or electrical devices or appliances, and whether or not accompanied by the use of substances such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments, or similar preparations, when performed for compensation.

For the purposes of this Article, the term "Bodywork" is intentionally defined more broadly than the definition of "massage" as set forth in the Act. It is intended to encompass massage, services performed by bodywork practitioners, and other similar services that fall within this definition, regardless of the terminology used to describe the services or the individual providing them, unless specifically excluded under this Article.

BODYWORK PROVIDER — Any person who provides bodywork services, including massage therapists.

CITY CLERK — The City Clerk of the City of Bloomington or their designee.

CITY MANAGER — The City Manager of the City of Bloomington or their designee.

CHANGE OF OWNERSHIP means:

- A. A change in the form of ownership, e.g., from an individual or partnership or entity or from a partnership to an individual;
- B. A change from an individual to a partnership or a change in a partnership, such as the addition or deletion of any partner; or
- C. In an entity, the transfer of over 5% of the stock thereof, except for those listed on a national

stock exchange, in which event the transfer of a controlling interest or over 50% of the stock thereof.

~~EMPLOYEE — Any and all persons other than those providing bodywork or massage services the masseurs or masseuses, who render any service to the permittee-licensee, who receive compensation directly from the permittee-licensee, and who have no physical contact with customers and clients.~~

ENTITY — An organization that has an identity separate from those of its members, including, but is not limited to, corporations, limited partnerships, limited liability companies, or limited liability partnerships.

ESTABLISHMENT — The building, structure, and/or premise included in the site or floor plan approved for the license.

~~HEALTH OFFICER — The Director of the McLean County Health Department or their designee. his authorized representative.~~

LICENSEE — An entity or person that has obtained a license to operate as a Massage or Bodywork Establishment in the City of Bloomington.

~~MASSAGE — Any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external soft parts of the body with the hands or with the aid of any mechanical or electrical apparatus or appliance with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, or other similar preparations commonly used in this practice. "Massage" or "massage therapy" means a system of structured palpation or movement of the soft tissue of the body, and as otherwise defined in the Act. The system may include, but is not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage, as licensed under this Act, is to enhance the general health and well-being of the mind and body of the recipient. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are outside the scope of massage therapy practice as defined in this Section.~~

MASSAGE ESTABLISHMENTS — Any Establishment having a fixed place of business where any person, firm, association, or corporation engages in, or carries on, or permits to be engaged in or carried on any of the activities mentioned in the definition of "massage" above.

MASSAGE THERAPIST - A person who is licensed by the Illinois Department of Financial & Professional Regulation and administers massage and/or bodywork services for compensation.

~~MASSEUR or MASSEUSE — Any person, who, for any consideration whatsoever, engages in the practice of massage as herein defined.~~

OUT-CALL MASSAGE SERVICE — Any business, the function of which is to engage in or carry on massages or bodywork at a location designated by the customer or client rather than at a Massage or Bodywork Establishment massage establishment.

PERMITTEE — The operator of a massage Establishment.

~~PERSON — Any individual, copartnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character. Any individual, partnership,~~

corporation, firm, limited-liability company, or other legal entity.

SEX OFFENDER — Any person convicted, adjudicated, or otherwise found to be a sex offender as that term is defined in the Sex Offender Registration Act, 730 ILCS 150/2. Said term shall include any person found to have committed a sexual offense as described in said statute, regardless of whether that person is required to register as a sex offender in Illinois. Said term shall include convictions, adjudications, or findings of a violation of any substantially similar federal, Uniform Code of Military Justice, sister state, or foreign country law. This term shall not be construed so as to violate provisions of the Juvenile Court Act.

SEXUAL OR GENITAL AREA — Includes the genitals, vulva, pubic area, breasts, anus, or perineum of any person, or the vulva or breasts of a female.**[Ord. No. 1975-96]**

§ 22-1002. [Ch. 22, Sec. 154] Massage or Bodywork Establishment License**Permit required; License term.**

- A. It shall be unlawful for any person to advertise, engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises in the City of Bloomington, the operation of a Massage or Bodywork Establishment~~massage establishment as herein defined, without first having obtained a permit~~ a license as herein provided. ~~from the City Manager, after approval of the Health Officer.~~
- B. The license requirement above does not apply to:
- (1) Physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists, or physical therapists who are duly licensed to practice their respective professions pursuant to the applicable State statutes, or massage therapists, state-licensed physician assistants, practical nurses, and registered nurses acting under their supervision;
 - (2) Athletic trainers for any athletic program of a private or public school, college, or university, or for any athletic team regularly organized and engaging in competition;
 - (3) Barbers, estheticians and cosmetologists who are duly licensed under the laws of Illinois, except that this exemption shall apply solely to the massaging of the neck, back, face, scalp, hair, hands and feet of the patron for cosmetic or beautifying purposes, and provided that these services are provided to patrons who are fully clothed;
 - (4) Hospitals, sanitariums, nursing homes, assisted living facilities, home health agencies, hospice programs, and other such programs defined and licensed pursuant to the Illinois Hospital License Act (210 ILCS 85/1 et seq.), the Nursing Home Care Act (210 ILCS 45/), or other Health Facilities Regulation (210 ILCS) by the State of Illinois.
 - (5) Bodywork provided by massage therapy students enrolled in a recognized school during the course of clinical externships, practicums, or community services, provided that such bodywork services are part of the curricular requirements of the recognized school, are provided under the direct supervision of a massage therapist physically present while the services are being performed, and for which no compensation is received;
 - (6) Home-based bodywork practices operated by a person who has a State massage license, provided that the individual is in compliance with the City's Development and Zoning Codes pertaining to home occupations; or
 - (7) Bodywork performed at a patron's private residence.

The burden of proof of any of the above exceptions rests with the person claiming an exemption, and its applicability must be established by clear and convincing evidence.

- D. Massage and/or Bodywork Services shall be deemed the primary business if fifty percent (50%) or more of the total combined gross revenue generated from the sale of all massage and/or bodywork services and related products on the premises is derived from such services, whether individually or in combination.
- E. On January 1, 2025, the license cycle for all license types was aligned with the City's fiscal year (May 1 — April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change, including, but not limited to, establishing billing cycle payment options. First-time licenses issued between January 1, 2025, and April 30, 2026, shall expire on April 30, 2026.
- F. On May 1, 2026, the standard twelve-month licensing cycle will resume running concurrent with the City's fiscal year. Except as hereinafter provided, Massage or Bodywork Establishment licenses shall be operative and valid, unless first terminated, suspended, or revoked, for a term of one year commencing on May 1 and terminating on April 30. Licenses issued after May 1 of any year for operations to commence in that year shall be operative and valid, unless first terminated, suspended, or revoked, for a term commencing on the date of issuance and terminating on April 30.

§ 22-1003. [Ch. 22, Sec. 155] ~~Filing of application and fee provision.~~License fee; Late fee.

- A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year, payable in advance, and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30th of each year. In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.
- B. Each renewal license fee must be received by the City Clerk not later than April 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.
- ~~A. Every applicant for a permit to maintain, operate or conduct a massage Establishment shall file an application in duplicate under oath with the City Clerk upon a form provided by said City Clerk and pay a non-refundable permit fee in an amount as set forth in the Schedule of Fees for the quarter year or part thereof in which the permit is issued to the Director of Finance, who shall issue a receipt which shall be attached to the application filed with the City Clerk. The fee shall be paid to the Director of Finance prior to the beginning of each quarter year [Ord. No. 2018-89]~~
- ~~B. The City Clerk shall within five days refer copies of such applications to the Building Safety Department, the Fire Department, the Health Department, and the Police Department. These departments shall within 30 days inspect the premises proposed to be operated as a massage Establishment and make written recommendations to the City Manager concerning compliance with the Codes that they administer.~~
- ~~C. Within 10 days of receipt of the recommendations of the aforementioned departments, the City Manager shall notify the applicant that his or her application is granted, denied or held~~

~~for further investigation. The period of such additional investigation shall not exceed an additional 30 days unless otherwise agreed to by the applicant. Upon the conclusion of such additional investigation, the City Manager shall advise the applicant in writing whether the application is granted or denied.~~

~~D. Whenever an application is denied or held for further investigation, the City Manager shall advise the applicant in writing of the reasons for such action.~~

~~E. The failure or refusal of the applicant to promptly give any information relevant to the investigation of the application or his or her refusal to submit or to cooperate with any inspection required by this chapter shall constitute an admission by the applicant that he or she is ineligible for such permit and shall be grounds for denial thereof by the City Manager.~~

§ 22-1004. [Ch. 22, Sec. 156] Application for mMessage or Bodywork eEstablishment license; Renewals; Notice of change.

A. Applications for the creation of licenses shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified by the oath or affirmation of an authorized agent or managing member. Such application shall be submitted and filed with the City Clerk after payment to the City of an application fee as set forth in the Schedule of Fees. The application shall contain the following information, documents, and statements:

- (1) The name, date of birth, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof; and in the case of an entity, the date of incorporation, the objects for which it was organized, the names, dates of birth, and addresses of the officers and directors, and if a majority in interest of the stock of such entity is owned by one person or their nominees, the name, date of birth, and address of such person;
- (2) The entity name, registered DBA (Doing Business As)/Assumed Name, Establishment address, and phone number;
- (3) An email address to be used for all licensing communications;
- (4) The Employer Identification Number (EIN), the Federal Employer Identification Number (FEIN), and the Illinois Business Tax (IBT) number assigned to the business providing massage and/or bodywork services by the State of Illinois;
- (5) A detailed description of all services to be offered on the premises, including a statement indicating whether any massage and/or bodywork services, as defined in this Article, constitute a primary business activity or are ancillary to other services provided on the premises;
- (6) A statement about the general character and nature of the business of the applicant and the length of time that the applicant has been in such business;
- (7) A statement whether the applicant has made a similar application for a similar license on premises other than those described in this application, and the disposition of such application;
- (8) A statement disclosing whether the business, or any affiliated or predecessor business, has ever had any business license denied, suspended, or revoked, including the reasons for such actions and a description of the business activity or occupation of the applicant following each suspension, revocation, or denial;

- (9) A statement whether the owners or any directors, officers, managers, or persons with supervisory authority have ever owned, been involved with, or worked for a business that has had a business license of any kind denied, suspended, or revoked, and the reasons therefor;
- (10) Whether the applicant has had any criminal or City ordinance violation convictions, forfeiture of bond, and pleadings of nolo contendere on all charges, except minor traffic violations;
- (11) A statement whether the owner or any director, officer, manager, person with supervisory authority and/or any person who has performed or will perform massage and/or bodywork services to the applicant's knowledge has ever been convicted of a crime, other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted, including, but not limited to:
- (a) Any felony; and
 - (b) Any misdemeanor, or local ordinance or code violation, an essential element of which is:
 - (i) Dishonesty;
 - (ii) Illicit drugs;
 - (iii) Sexual offenses as defined in 720 ILCS 5/11-0.1; or
 - (iv) The use of violence or force, or that is directly related to the practice of the massage and/or bodywork, or operation of a Massage or Bodywork Establishment;
- (12) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any Ordinance of the City in the conduct of their place of business; and
- (13) A statement acknowledging that the owner, landlord, and/or tenant has a copy of the application to be filed, has read the contents of it, and agrees with the representations to be made by the owner and/or landlord.

If an entity, the applicant, along with any underlying entities holding an ownership interest of five percent (5%) or more, must be in good standing with the State of Illinois or with the appropriate governmental authority of any other state or country in which such entity is chartered or organized (including but not limited to corporations, limited liability companies, limited partnerships, or similar entities) before a license will be issued.

After approval and before the issuance of such license, the premises must be inspected by the City of Bloomington.

B. The following must be submitted as supplemental documentation to the application provided by the City Clerk:

- (1) A list of all owners/partners/officers with the following information for each person listed:
- (a) Name (including any aliases used);
 - (b) Date of birth;

- (c) All residential addresses for the past three (3) years;
 - (d) Cell phone number;
 - (e) Personal email address,
 - (d) Height, weight, eye color, and hair color;
 - (e) The business, occupation, or employment of the applicant, including address of employment, for the three years immediately preceding the date of application; and
 - (f) Percent ownership/stock.
- (2) A list of all individuals who currently hold management and/or supervisory authority over business operations, with the following information for each person listed:
- (a) Name (including any aliases used);
 - (b) Driver's License Number (or State-issued Identification);
 - (c) Social Security Number;
 - (d) Date of birth;
 - (e) Place of birth;
 - (f) Gender;
 - (g) Previous two (2) residential addresses;
 - (h) Cell phone number;
 - (i) Personal email address,
 - (j) Height, weight, eye color, and hair color;
 - (k) The business, occupation, and employment information for the three (3) years immediately preceding the date of application; and
 - (l) Title and summary of job duties.
- (3) A list of all employees, independent contractors, or agents who are, or are intended to be, engaged in providing massage and/or bodywork services, with the following information for each person listed:
- (a) Name (including any aliases used);
 - (b) Date of birth;
 - (c) Place of birth;
 - (d) Gender;
 - (e) Residential address;
 - (f) Cell phone number; and
 - (g) A description of the type of bodywork approach or modality that will be practiced by the person who is or will be performing bodywork in the premises.
- (4) A list of any other business(es) currently owned or operated by anyone identified in § 22-1004B(1) and (2), which includes the following for each business provided:
- (a) Name of the business;

(b) Address of the business; and

(c) Name and Title of applicable person identified above who currently owns or operates said business.

(5) If the business is already in operation, a document that provides the following:

(a) A list of all telephone numbers and websites associated with the business; and

(b) A sample copy of any advertising related to the massage and/or bodywork services being provided.

(6) A Government-issued photo ID for each person listed under § 22-1004B(1), (2), and (3);

(7) If an Assumed Name is used, proof the Assumed Name is registered with the State of Illinois or the County of McLean;

(8) A copy of the Establishment's McLean County Health Permit;

(9) Premises verification (lease or proof of ownership). If the premises is leased, the following must be provided in addition to a copy of the lease, and any subleases, assignments, and acceptances of such subleases or assignments in effect:

(a) The name, address, and phone number of the owner(s) of the premises, or landlord, if different;

(b) If the tenant is other than the applicant or the business that is or will be operating in the premises in which massage and/or bodywork services will be provided, the name, address, and phone number of the tenant(s) of the premises;

(c) A computer-generated floor/site plan, which must be drawn to scale and sufficient to show clearly the various interior dimensions of all areas of the licensed premises and to demonstrate compliance with the provisions of this Ordinance. In addition to the requirements listed above, the plan must include the following:

(i) the entire lot or property on which the Massage or Bodywork Establishment is or will be located;

(ii) the location of, purpose of, and type of activity that will take place in each room; and

(iii) the location of all doors, windows, entrances, exits, the fixed structural internal features of the licensed premises, plus the interior rooms, walls, partitions, stages, performance areas, and restrooms.

C. Renewals. All applications for the renewal of a license shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than April 1 of each year, an affidavit stating that such facts and statements have not changed.

D. Changes relating to the following must be reported to the City Clerk, in writing, before they occur: (1) changes in ownership as defined in § 22-10001 Definitions; and (2) changes in DBA (Assumed Name).

(1) In addition to the changes listed above, any changes to information required in § 22-1004 that occur during the term of the license must be reported to the City Clerk, in

writing, within ten (10) days of the effective date of the change.

- ~~A. The application for permit to operate a massage Establishment shall set forth the exact nature of the massage to be administered, and the proposed place of business and facilities therefor.~~
- ~~B. In addition to the foregoing, any applicant for a permit, including any partner or limited partner of a partnership applicant, and any officer, director of a corporate applicant and any stockholder holding more than 10% of the stock of a corporate applicant, shall furnish the following:~~
- ~~(1) Name and address;~~
 - ~~(2) Written proof that the individual is at least 18 years of age;~~
 - ~~(3) All residential addresses for the past three years;~~
 - ~~(4) The applicant's height, weight, color of eyes and hair;~~
 - ~~(5) The business, occupation or employment of the applicant for the three years immediately preceding the date of application;~~
 - ~~(6) The massage or similar business license history of the applicant; whether such person, in previously operating in this or another City or state under license, has had such license revoked or suspended, the reason therefor, and the business activity or occupation subsequent to such action of suspension or revocation; All criminal or City ordinance violation convictions, forfeiture of bond, and pleadings of nolo contendere on all charges, except minor traffic violations;~~
 - ~~(7) The fingerprints and photograph of the applicant;~~
 - ~~(8) If the applicant is a corporation, or a partner of a partnership is a corporation, the name of the corporation shall be set forth exactly as shown in its Articles of Incorporation.~~
- [Ord. No. 1975-96]**

§ 22-1005. [Ch. 22, Sec. 157] Massage Establishment Processing of Massage or Bodywork license application; License disqualifications, permit term and renewals.

- ~~A. Application for creation. All Applications for the creation of Massage or Bodywork Establishment licenses shall be subject to comprehensive review by the relevant departments of the City of Bloomington, which include inspection of proposed premises and investigation of the background, including criminal history and fingerprinting, of all applicants and managers listed on the submitted application. The approval of any licenses are contingent upon full compliance with all applicable building codes, health regulations, and safety standards as set forth by the City of Bloomington and McLean County authorities.~~
- ~~(1) If the applicant can produce proof of a current massage therapy license by the State of Illinois for any owner or employee, then the background check and fingerprints are not required for the specified individual.~~
- ~~B. Applicant cooperation required. An applicant for a Massage or Bodywork Establishment license shall cooperate fully with the inspections and investigations conducted by reviewing departments. The applicant's refusal to give any information reasonably relevant to the investigation of the application, to allow the applicant premises to be inspected, to appear at any reasonable time and place for examination under oath regarding the application, or to otherwise cooperate with the investigation and inspection required by this Ordinance shall~~

constitute an admission by the applicant that the applicant is ineligible for a Massage or Bodywork Establishment license and shall be grounds for denial of the license application.

- C. Decision final. The action taken by the City Clerk to issue or deny a Massage or Bodywork Establishment license pursuant, respectively, to this Article shall be final, subject to judicial review.
- D. Disqualification for license. No such license shall be issued under this Article if the City shall find:
- (1) That the applicant is not of legal age or under any legal disability;
 - (2) That an applicant whose license issued under this Ordinance has been revoked for cause;
 - (3) That the applicant, at the time of application for renewal of any license hereunder would not be eligible for such license upon a first application;
 - (4) That the applicant does not own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued;
 - (5) That the operation of the Massage or Bodywork Establishment, as proposed by the applicant, would not comply with the applicable laws of the State of Illinois and the City of Bloomington, including, but not limited to health, safety, planning, housing, building, zoning, and fire codes; or
 - (6) That the applicant and/or any other person who will be directly or indirectly engaged in the management and operation of a Massage or Bodywork Establishment has been convicted or has pled guilty to:
 - (a) A felony that occurred within five (5) years prior to the date of application, or of any misdemeanor, an essential element of which is: 1) dishonesty, 2) illicit drugs, 3) sexual offenses as defined in 720 ILCS 5/11-0.1, 4) the use of violence or force, or that is directly related to the practice of the massage and/or bodywork or operation of a Massage or Bodywork Establishment;
 - (b) An offense involving sexual misconduct with children;
 - (c) Prostitution, soliciting for a prostitute, pimping or other offenses opposed to decency and morality; or
 - (d) A violation of any provision of this Article;
 - (7) That the applicant has knowingly made false, misleading, or fraudulent statements of fact in the license application or in any document required by the City in conjunction with the license application, or has knowingly withheld material information; or
 - (8) That the operation of the Massage or Bodywork Establishment as proposed by the applicant would violate the provisions of this Article.

The City Manager, at their discretion, may direct the City Clerk to issue a license to any person convicted of any of the crimes in Subsection D(3)(a), (b) and (c) if they find that such conviction occurred at least four years prior to the date of application, the applicant has no subsequent convictions and the applicant has shown evidence of rehabilitation sufficient to warrant the public trust.

- A. ~~Upon receipt of the recommendations of the departments referred to in § 22-1004 and the certificate of the Health Officer that the Establishment is in compliance with all the requirements of §§ 22-1011 and 22-1012 the City Manager shall issue a permit to maintain, operate or conduct a massage Establishment, unless he finds:~~
- ~~(1) That the operation, as proposed by the applicant, if permitted, would not have complied with all applicable laws, including but not limited to, the Building, Health, Planning, Housing, Zoning and Fire Codes of the City of Bloomington; or~~
 - ~~(2) That the applicant or any other person who will be directly or indirectly engaged in the management and operation of a massage Establishment has been convicted of:~~
 - ~~(a) A felony;~~
 - ~~(b) An offense involving sexual misconduct with children;~~
 - ~~(c) Prostitution, soliciting for a prostitute, pandering, keeping a place of prostitution, pimping or other offense opposed to decency and morality.~~
- B. ~~The City Manager, at his discretion, may issue a permit to any person convicted of any of the crimes in Subsection A(2)(a), (b) and (c) if he finds that such conviction occurred at least four years prior to the date of application, the applicant has no subsequent convictions and the applicant has shown evidence of rehabilitation sufficient to warrant the public trust.~~
- C. ~~On January 1, 2025, a one-time sixteen-month license (January 1, 2025 — April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 — April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change, including, but not limited to, establishing billing cycle payment options. First time licenses issued after January 1, 2025, shall expire on April 30, 2026.~~
- D. ~~Renewals. On May 1, 2026, the standard twelve-month permitting cycle will resume running concurrent with the City's fiscal year. All applications for the renewal of a permit shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a permittee may file with the City Clerk, not later than April 1 of each year, an affidavit stating that such facts and statements have not changed.~~

§ 22-1006. [Ch. 22, Sec. 158] Revocation, or suspension, or nonrenewal of permitlicense for Massage or Bodywork Establishmentmassageestablishment.

- A. Any Massage or Bodywork Establishment license may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or their designee, for any of the following reasons:
- (1) If any of the provisions of this Article are violated or any employee of the licensee, including a massage therapist, is engaged in any conduct at licensee's place of business, which violates any of the provisions of this Article or any State law which provides for imprisonment, and licensee should have actual or constructive knowledge of such violations or the licensee should have actual or constructive knowledge by due diligence;
 - (2) If any applicant has made a false statement on an application for a license under this Article;

- (3) If the Health Department reports that such business is being managed, conducted, or maintained without regard for the public health or health of patrons or customers, or without due regard to proper sanitation or hygiene;
- (3) Violation of any law occurring on the Establishment's premises committed by the Establishment or an employee of the Establishment;
- (4) Violation of any law or state regulation regarding Massage or Bodywork Establishments;
- (5) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;
- (6) Failure to provide current information regarding the ownership or location of the business;
- (7) Failure to notify in writing the City Clerk Department and receive prior approval of changes as required by § 22-1004; or
- (8) The licensee, or any other person, identified pursuant to § 22-1004 of this Ordinance, becomes disqualified for the issuance of a Massage or Bodywork Establishment license at any time during the term of a license at issue.

- B. Any violation of this ~~a~~Article by any employee of the ~~permittee~~licensee, including a ~~masseur or masseuse~~ massage therapist, shall be cause for suspension of the license for not more than 30 days in the first instance. Any subsequent violation of this ~~a~~Article by any employee of the ~~permittee~~licensee, including a ~~masseur or masseuse~~ massage therapist, shall be cause for suspension, ~~or revocation, or nonrenewal~~ of this license.

The City Manager, or their designee, before revoking or suspending any license, shall give the ~~permittee~~licensee at least 10 days' written notice of the charges against ~~him or her~~them and the opportunity for a public hearing before the City Manager, or their designee, at which time the ~~permittee~~licensee may present evidence bearing upon the question. In such cases, the charges shall be specific and in writing. **[Ord. No. 1975-96]**

- C. For the administration of this section, the formal rules of evidence shall not apply at the hearing, and hearsay may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or their designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or their designee, after determining that a lawful reason exists to revoke, suspend, or not renew the license, shall also determine whether that lawful reason merits the sanction of a revocation, suspension, or nonrenewal of the license.

- D. When any Massage or Bodywork Establishment license has been revoked for cause, no new license shall be issued for the operation of a Massage or Bodywork Establishment at the same premises for a period of two (2) years following the date of revocation. Furthermore, no Massage or Bodywork Establishment license shall be granted to, and any existing license may be revoked or suspended with respect to, the individual whose license was revoked, for any other premises within the City, for a period of two (2) years from the date of revocation. This restriction shall also apply to:

- (1) The spouse or immediate family member of the revoked licensee;
- (2) Any business partner of the revoked licensee; and

(3) Any individual holding more than a five percent (5%) ownership interest in the revoked licensee's business.

- A. ~~Any permit issued for a massage Establishment may be revoked or suspended by the City Manager after hearing for good cause or in any case where any of the provisions of this article are violated or any employee of the permittee, including a masseur or masseuse, is engaged in any conduct at permittee's place of business, which violates any of the provisions of this article or any State law which provides for imprisonment, and permittee should have actual or constructive knowledge of such violations or the permittee should have actual or constructive knowledge by due diligence, or where any applicant has made a false statement on an application for a permit under this article or in any case where the officer or health inspector of the McLean County Health Department to inspect the premises or the operations therein. Such permit may also be revoked or suspended by the City Manager after hearing upon the recommendations of the Health Officer that such business is being managed, conducted or maintained without regard for the public health or health of patrons or customers or without due regard to proper sanitation or hygiene.~~
- B. ~~Any violation of this article by any employee of the permittee, including a masseur or masseuse, shall be cause for suspension of the permit for not more than 30 days in the first instance. Any subsequent violation of this article by any employee of the permittee, including a masseur or masseuse, shall be cause for suspension or revocation of this permit.~~
- C. ~~The City Manager, before revoking or suspending any permit, shall give the permittee at least 10 days' written notice of the charges against him or her and the opportunity for a public hearing before the City Manager, at which time the permittee may present evidence bearing upon the question. In such cases, the charges shall be specific and in writing. [Ord. No. 1975-96]~~

§ 22-1007. [Ch. 22, Sec. 159] Masseur or mMasseuse pPermit. Permit fee; Late fee. [Ord. No. 2018-89]

~~Any person, including an applicant for massage Establishment permit, who engages in the practice of massage as herein defined, shall file an application for a masseur or masseuse permit with the City Clerk upon a form provided by said City Clerk and shall pay a nonrefundable filing fee in an amount as set forth in the Schedule of Fees for an original application and an amount set forth in the Schedule of Fees for a renewal application, to the Director of Finance, who shall issue a receipt which shall be attached to the application filed with the City Manager.~~

§ 22-1008. [Ch. 22, Sec. 160] Application form for mMasseur or mMasseuse permit.

- A. ~~The application for a masseur or masseuse permit shall contain the following:~~
- ~~(1) Name, residence address and date of birth;~~
 - ~~(2) Social security number and driver's license number, if any;~~
 - ~~(3) Applicant's weight, height, color of hair and eyes;~~
 - ~~(4) Written evidence that the applicant is at least 18 years of age;~~
 - ~~(5) Business, occupation or employment of the applicant for the three years immediately preceding the date of application; Whether the applicant has ever been convicted of, pleaded nolo contendere to, or suffered a forfeiture on a bond charge of committing any crime except minor traffic violations. If the answer is in the affirmative, a statement must be made giving the place and the court in which such conviction, plea or forfeiture~~

~~was had, the specific charge under which the conviction, plea or forfeiture was obtained, and the sentence imposed as a result thereof;~~

~~(6) The Chief of Police, or his delegate, shall have the right to take fingerprints and a photograph of the applicant and the right to confirm the information submitted;~~

~~(7) A medical certificate signed by a physician, licensed to practice in the State of Illinois, within seven days from the date of the application. The certificate will state that the applicant was examined by the certifying physician and that the applicant is:~~

~~(a) Free of communicable disease;~~

~~(b) If not free of communicable disease, is incapable of transmitting any such disease to others, disease, with or without precautionary actions by the applicant.~~

~~B. If precautionary actions are required by the applicant to prevent the transmission of communicable disease, such precautions will be a condition of the permit. The additional information required by this subsection shall be provided at the applicant's expense. This information shall be submitted as part of the annual permit renewal process. [Ord. No. 1994-101]~~

~~§ 22-1009. [Ch. 22, Sec. 161] Masseur or masseuse permit term and renewals.~~

~~A. The City Manager may issue a masseur or masseuse permit within 21 days following application, unless he finds that the applicant for masseur or masseuse permit has been convicted of:~~

~~(1) A felony;~~

~~(2) An offense involving sexual misconduct with children;~~

~~(3) Keeping or residing in a house of ill fame, solicitation of a lewd or unlawful act, prostitution or pandering.~~

~~B. The City Manager, in his discretion, may issue a permit to any person convicted of such crimes if he finds that such conviction occurred at least four years prior to the date of the application and the applicant has had no subsequent convictions.~~

~~CE. On January 1, 2025, a one-time sixteen-month permit (January 1, 2025 — April 30, 2026) will be made available to allow the permit cycle to transition to align with the City's fiscal year (May 1 — April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change, including, but not limited to, establishing billing cycle payment options. First-time permits issued after January 1, 2025, shall expire on April 30, 2026.~~

~~DE. Renewals. On May 1, 2026, the standard twelve-month permitting cycle will resume running concurrent with the City's fiscal year. All applications for the renewal of a permit shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a permittee may file with the City Clerk, not later than April 1 of each year, an affidavit stating that such facts and statements have not changed.~~

~~§ 22-1010. [Ch. 22, Sec. 162] Revocation of a masseur or masseuse permit.~~

~~a. A masseur or masseuse permit issued by the City Manager shall be revoked suspended where it appears that the masseur or masseuse has been convicted of any offense which~~

would be cause for denial of a permit upon an original application, has made a false statement on an application for a permit, or has committed an act in violation of this article.

- b. ~~The City Manager in revoking or suspending a masseur or masseuse permit shall give the permit holder a written notice specifying the grounds therefor. Such person may within 10 days of such revocation or suspension, file a written request with the City Manager for a public hearing before the City Manager at which time the masseur or masseuse may present evidence bearing upon the question. The decision of the City Manager upon such hearing shall be a final, appealable order. [Ord. No. 1975-96]~~

~~§ 22-1011. [Ch. 22, Sec. 163] Facilities necessary.~~

- A. ~~No massage Establishment shall be issued a permit, nor be operated, established, or maintained in the City unless an inspection by the Health Officer reveals that the Establishment complies with each of the following minimum requirements.~~
- ~~(1) Construction of room used for toilets, tubs, steam baths, and showers shall be made waterproof with approved waterproof materials and shall be installed in accordance with the Building Code of the City of Bloomington;~~
 - ~~(2) All massage tables, bathtubs, shower stalls, steam or bath areas, and floors shall have surfaces which may be readily disinfected;~~
 - ~~(3) Adequate bathing, crossing, locker, and massage facilities shall be provided for the patrons to be served at any given time. In the event male and female patrons are to be served simultaneously, separate bathing, dressing, locker, and massage room facilities shall be provided;~~
 - ~~(4) The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages. Such non-disposal instruments and materials shall be disinfected after use on each patron;~~
 - ~~(5) Closed cabinets shall be provided and used for the storage of clean linen, towels, and other materials used in connection with administering massages. All soiled linens, towels, and other materials shall be kept in properly covered containers or cabinets, which containers or cabinets shall be kept separate from the clean storage areas;~~
 - ~~(6) Toilet facilities shall be provided in convenient locations. When five or more employees and patrons of different sexes are on the premises at the same time, separate toilet facilities shall be provided. A single water closet per sex shall be provided for each 20 or more employees or patrons of that sex on the premises at any one time. Urinals may be substituted for water closets after one water closet has been provided. Toilets shall be designated as to the sex accommodated therein;~~
 - ~~(7) Lavatories or washbasins provided with both hot and cold running water shall be installed in either the toilet room or a vestibule. Lavatories or washbasins shall be provided with soap and a dispenser and with sanitary towels;~~
 - ~~(8) The premises shall be equipped with a service sink for custodial service.~~
- B. ~~The Health Officer shall certify that the proposed massage Establishment complies with all the requirements of this section of this aArticle and shall send such certification to the City Manager.~~

§ 22-1012. [Ch. 22, Sec. 164] § 22-1008. [Ch. 22, Sec. 160] Operating requirements.

Every Massage or Bodywork Establishment shall be subject to the following:

- A. Supervision. The premises of every Massage or Bodywork Establishment shall be under supervision at all times during business hours. If massage services are provided, at least one massage therapist must be physically present on the premises whenever the Establishment is open to the public. The licensee shall either personally supervise the operation of the business or delegate supervisory responsibilities to a designated manager whose name is listed on the Massage or Bodywork Establishment license. The licensee is responsible for ensuring compliance with all applicable provisions of this Article and shall not commit, or allow any agent, employee, or contractor to commit any violations thereof. Any violation of this Article by an agent, employee, or contractor shall be deemed a violation by the licensee.
- B. Sanitary Conditions. All portions of the Massage or Bodywork Establishment, including all equipment, appliances, apparatus, and furnishings, shall be maintained in a clean and sanitary condition, in accordance with the requirements set forth in this Article.
- C. Employee Dress Code. All employees, agents, and independent contractors of Massage or Bodywork Establishments shall wear clean, non-transparent outer garments, whose use is restricted to the Massage or Bodywork Establishment, that fully cover the sexual and genital areas while on the premises. No employee, agent, or independent contractor shall disrobe, or offer or agree to disrobe, in whole or in part, in the presence of any individual receiving massage and/or bodywork services. Any failure to comply with this dress code requirement, including an offer or agreement to disrobe, shall constitute a violation of this Article, for which the licensee shall be strictly liable and subject to license suspension or revocation.
- D. Separate License. A license shall apply only to the specific premises identified in the license application and subsequent license. Each license shall be valid for only one physical location; separate licenses are required for each individual Establishment.
- E. Transfer of License. A license issued under this Article shall constitute a personal privilege, valid only until the date of expiration listed on said license, unless sooner revoked. It shall not be construed as a property interest and is non-transferable, indivisible, and non-assignable. The privileges conferred by the license shall apply only to the licensee named therein.
- F. Minors. Minors may receive massage and/or bodywork services only in the presence of, or with the written consent of, a parent or legal guardian.
- G. Alcoholic Beverages Prohibited. No person shall sell, serve, distribute, provide, possess, or consume alcoholic beverages on the premises of any Massage or Bodywork Establishment without a valid liquor license. Alcoholic beverages shall not be offered or consumed in any room where massage and/or bodywork services are provided unless that room is open to the general public. No licensee, manager, or responsible party shall allow any person impaired by alcohol or drugs to enter, remain in, or provide or receive services within a Massage or Bodywork Establishment.
- H. Solicitations Prohibited

- (1) Prohibited Advertising. No Massage or Bodywork Establishment, or any person acting in connection therewith, shall place, publish, or distribute—or cause to be placed, published, or distributed—any advertisement, image, or statement in any medium that is known to be false, deceptive, or misleading for the purpose of inducing any person to purchase or utilize massage and/or bodywork services. Additionally, no such advertisement shall suggest or imply any form of sexual activity or appear on any adult website or platform known to promote pornographic, sexual, or similar services or products.
- (2) Prohibited Conduct on Premises. No Massage or Bodywork Establishment shall permit any employee, agent, or independent contractor to touch, or offer or agree to touch, the sexual or genital area of any person while on the premises. Any such touching, offer, or agreement shall constitute a violation of this Article, for which the licensee shall be strictly liable and subject to license suspension or revocation. Except, this provision does not apply to licensed clinical massage therapy provided for legitimate therapeutic purposes, including:
 - (a) Post-mastectomy scar tissue therapy, including myofascial release therapy;
 - (b) Therapeutic treatment of breast tissue or muscles in connection with pre- or post-surgical mastectomy, lumpectomy, or breast reconstruction;
 - (c) Clinical perineal massage for pregnant individuals to assist in childbirth; or
 - (d) Clinical lower abdominal massage for relief of menstrual pain.
- (3) Customer Notice Requirement. Every Massage or Bodywork Establishment shall provide prospective customers with a written notice stating the following:

NOTICE TO CUSTOMERS:

State law prohibits soliciting another person for the purpose of a sexual act. Solicitation is punishable as a Class 4 felony and may result in fines, imprisonment, and, if applicable, impoundment of any vehicle used or associated to the offense. This Establishment immediately reports all offers or requests to purchase sexual services to law enforcement.

- (4) Employee Notice Requirement. Every Massage or Bodywork Establishment shall post a notice in a conspicuous location accessible to all employees, agents, and independent contractors, stating the following:

NOTICE TO EMPLOYEES:

State law prohibits soliciting another person for the purpose of a sexual act. Solicitation is punishable as a Class 4 felony and may result in fines, imprisonment, and, if applicable, vehicle impoundment. You may report any offers or requests for sexual services by contacting the Bloomington Police Department at (309) 820-8888 or by calling 911.

I. Other Operating Requirements

- (1) Hours of Operation. No part of a Massage or Bodywork Establishment shall be open to the public or operate for any business purpose between the hours of 10:00 p.m. and 6:00 a.m. the following day.

- (2) Residency Prohibited. No individual shall reside in or remain overnight on the premises of any Massage or Bodywork Establishment. This provision does not prohibit a person from residing in a legally permitted residential portion of a mixed-use or commercial building, nor does it prohibit providing massage and/or bodywork services from a private residence if such use is lawful under applicable zoning regulations.
- (3) Visibility Requirement. All Massage or Bodywork Establishments are required to have and maintain clear glass, which is not painted over, darkened, or blocked by any cloth or obstruction, at the entrance to such establishment so that the front area where patrons are greeted is clearly visible from the outside. Any Massage or Bodywork Establishment located in a facility that does not comply with this requirement is to notify the City Clerk Department in writing.
- (4) Business Recordkeeping. Every licensee shall maintain, on the premises, business records for all massage and/or bodywork services provided. These records shall include:
- (a) The date and time of each service;
 - (b) The name of the Massage Therapist who provided the service;
 - (c) The Massage Therapist's Illinois license number; and
 - (d) The amount received for the service.

Records, as outlined in § 22-1011(4), must be completed prior to the initiation of service. The amount received shall be recorded at the time payment is made. These records must be retained on-site for a minimum of one (1) year and shall be made available upon request by the City.

- ~~A.~~ ~~Every portion of the massage establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.~~
- ~~B.J.~~ Price rates for all services shall be prominently posted in the reception area in a location available to all prospective customers.
- ~~CK.~~ ~~All employees, including masseurs and masseuses, shall be clean and wear clean, non-transparent outer garments, covering the sexual and genital areas, whose use is restricted to the massage establishment. A separate Individual dressing rooms for each sex must be made available on the premises with for individuals lockers for each employee. Dchanging and the door to such dressing rooms shall open inward and shall be self-closing.~~
- ~~DL.~~ All Massage or Bodywork Establishments ~~massage establishments~~ shall be provided with clean, laundered sheets and towels in sufficient quantity and shall be laundered after each use thereof and stored in a sanitary manner.
- ~~EM.~~ The sexual or genital area of patrons must be covered by towels, cloths, or undergarments when in the presence of an employee, ~~masseur, or masseuse~~ and/or massage therapist.
- ~~FN.~~ It shall be unlawful for any person in a Massage or Bodywork Establishment ~~massage establishment~~ knowingly to place ~~his or her~~ their hand upon, to touch with any part of ~~his or~~

~~her~~their body, to fondle in any manner, or to massage a sexual or genital area of any other person.

~~GO.~~ No ~~masseur or masseuse~~ massage therapist, employee, or operator shall perform, offer, or agree to perform any act which would require the touching of the patron's genital area.

~~HP.~~ All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry.

~~IQ.~~ Oils, creams, lotions, or other preparations used in administering massages and/or bodywork services shall be kept in clean, closed containers or cabinets.

~~JR.~~ Eating in the massage and/or bodywork work areas shall not be permitted.

~~S.~~ Animals, except for licensed service animals~~seeing-eye dogs~~, shall not be permitted in the massage and/or bodywork work area.

~~KT.~~ No ~~masseur or masseuse~~ massage therapist shall administer a massage and/or bodywork services to a patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption; unless a physician duly licensed by the State of Illinois certifies in writing that such person may be safely massaged or bodyworked, prescribing the conditions thereof.

~~LU.~~ Each ~~masseur and masseuse~~ massage therapist shall wash ~~his or her~~their hands in hot running water, using a proper soap or disinfectant before administering a massage and/or bodywork services to each patron. **[Ord. No. 1975-96]**

~~§ 22-1013. [Ch. 22, Sec. 165] Advertising. [Ord. No. 1975-96]~~

~~No massage establishment granted a permit under provisions of this article shall place, publish or distribute or cause to be placed, published, or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective patrons that any services are available other than those services described in § 22-1001 of this article and not prohibited by § 22-1012 of this article, or that employees, masseurs or masseuses are dressed in any manner other than prescribed in § 22-1012 of this article, nor shall any massage Establishment indicate in the text of such advertising that any services are available other than those services described in § 22-1001 and not prohibited by § 22-1012 of this article.~~

~~§ 22-1014. [Ch. 22, Sec. 166] § 22-1009. [Ch. 22, Sec. 161] Out-call registration. [Ord. No. 1975-96]~~

~~Any masseuse or masseur~~ massage therapist who provides any of the services listed in the definition of "massage and/or bodyworks" in § 22-1001 of this ~~a~~Article at any hotel or motel must first register ~~his or her~~ their name and ~~permit~~license number with the owner, manager, or person in charge of the hotel or motel.

~~§ 22-1015. [Ch. 22, Sec. 167] § 22-1010. [Ch. 22, Sec. 162] Out-call service. [Ord. No. 1975-96]~~

No "out-call massage and/or bodywork service" may be operated other than by a licensed Massage or Bodywork Establishment~~massage establishment~~. All massages and/or bodywork services performed and advertising engaged in by an "out-call massage and/or bodywork

service" must be done in the manner prescribed in § 22-100~~812~~ and § 22-1013.

~~§ 22-1016. [Ch. 22, Sec. 168] Hours of operation. [Ord. No. 1975-96]~~

~~No massage Establishment shall be open between the hours of 10:00 p.m. and 6:00 a.m.~~

~~§ 22-1017. [Ch. 22, Sec. 169] § 22-1011. [Ch. 22, Sec. 163] Inspections. [Ord. No. 1975-96]~~

~~The Police Department Authorized staff of any applicable City of Bloomington department and the McLean County Health Department shall be permitted at any time to perform from time to time and at least twice a year, make an inspection of each Massage or Bodywork Establishment massage establishment granted a permit license or applying for said license under the provisions of this aArticle for the purposes of determining that the provisions of this aArticle are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any permitteelicensee to fail to allow such inspection officerauthorized City or County staff access to the premises or to hinder such staffofficer in any manner.~~

~~§ 22-1018. [Ch. 22, Sec. 170 § 22-1012. [Ch. 22, Sec. 164] Employment of person under the age of 18 prohibited. [Ord. No. 1975-96]~~

~~It shall be unlawful for any owner, proprietor, manager, or other person in charge of any Massage or Bodywork Establishmentmassage establishment to employ any person who is not at least 18 years of age.~~

~~§ 22-1019. [Ch. 22, Sec. 171] Masseur and Masseuse Identification Ccard. [Ord. No. 1975-96]~~

~~The City Manager shall provide each masseur and masseuse granted a permit with an identification card which shall contain a photograph of the masseur or masseuse and the full name and permit number assigned to the said masseur or masseuse, which must be worn on the front of the outer most garment at all times during the hours of operation of any Establishment granted a permit pursuant to this article.~~

~~§ 22-1020. [Ch. 22, Sec. 172] § 22-1013. [Ch. 22, Sec. 165] Transfer of Massage or Bodywork Establishment licenses permits. [Ord. No. 1975-96]~~

Transfer of Massage or Bodywork Establishment licenses. A license issued under this Article for the operation of a Massage or Bodywork Establishment is non-transferable, indivisible, and non-assignable. However, in the event of the death or incapacity of the licensee, an heir, beneficiary, or the legal guardian of such person(s) may continue to operate the Establishment for a reasonable period, not to exceed sixty (60) days, to allow for the issuance of a new license.

- (1) Upon the sale, transfer, or relocation of a Massage or Bodywork Establishment, the existing license shall become immediately null and void. A new license shall be required for any successor Massage or Bodywork Establishment intended to operate at the same location.

~~No permit for the operation of a massage Establishment issued pursuant to the provisions of this article shall be transferable except with the written consent of the City Manager and approval of the Health Officer, provided, however, that upon the death or incapacity of the permittee the massage Establishment may continue in business for a reasonable period of time to allow for an orderly transfer of the permit.~~

~~§ 22-1021. [Ch. 22, Sec. 173] § 22-1014. [Ch. 22, Sec. 166] Display of Massage or~~

Bodywork Establishment License permit. [Ord. No. 1975-96]

Every Massage or Bodywork Establishment licensed in accordance with the provisions of this Article shall immediately post the license so issued in a conspicuous place on the licensed premises and shall keep such license so posted at all times said license is in force.

~~Every permittee shall display a valid permit in a conspicuous place within the massage Establishment so that the same may be readily seen by persons entering the premises.~~

§ 22-1022. [Ch. 22, Sec. 174] § 22-1015. [Ch. 22, Sec. 167] Employment of Massage Therapists masseurs and masseuses. [Ord. No. 1975-96]

~~It shall be the responsibility of the Massage or Bodywork Establishment licensee permittee for the massage establishment or the employer of any persons purporting to act as masseurs and masseuses to massage therapists, to ensure insure that each person employed as a masseur and masseus massage therapist shall first have obtained a valid permit pursuant to this aArticle license from the State of Illinois.~~

§ 22-1023. (Reserved)¹

§ 22-1024. [Ch. 22, Sec. 176] Non-applicability of this article.

~~This article shall not apply to hospitals, nursing homes, sanitariums or persons holding an unrevoked certificate to practice the healing arts under the laws of the State of Illinois, or persons working under the direction of any such persons or in any such Establishments, nor shall this article apply to barbers or cosmetologists lawfully carrying out their particular profession or business and holding a valid, unrevoked license or certificate of registration issued by the State of Illinois.~~

§ 22-1025. [Ch. 22, Sec. 177] Rules and regulations. [Ord. No. 1975-102]

~~The City Manager, the Health Officer, or both officers, may, after a public hearing, make and enforce reasonable rules and regulations not in conflict with, but to carry out the intent of article.~~

§ 22-1026. [Ch. 22, Sec. 178] § 22-1016. [Ch. 22, Sec. 168] Violation and penalty.

All person(s) or entities, except those who are specifically exempted by this Article, who violate any of the provisions of this Article, provide the service of a massage therapist, or conducts business as a Massage or Bodywork Establishment without first obtaining a City of Bloomington Massage or Bodywork Establishment license, shall be guilty of a misdemeanor, which upon conviction, is punishable by a fine and by imprisonment or by both such fine and imprisonment.

~~Every person except those persons who are specifically exempted by this article, whether acting as an individual, owner, employee of the owner, operator, or employee of the operator, or whether acting as a mere helper for the owner, employee or operator, or acting as a participant or worker in any way, who gives massages or conducts a massage Establishment without first obtaining a permit and paying a license fee to do so from the City of Bloomington, or shall violate any of the provisions of this article, shall be guilty of a misdemeanor. Upon conviction, such person shall be punished by a fine not to exceed \$500 or by imprisonment for a period not to exceed six months or by both such fine and imprisonment.~~

§ 22-1027. [Ch. 22, Sec. 179] § 22-1017. [Ch. 22, Sec. 169] Maintaining public nuisance.

~~Any building used as a Massage or Bodywork Establishment massage establishment in violation of this aArticle with the intentional, knowing, reckless, or negligent permission of the owner thereof, or the agent of the owner managing the building, together with all fixtures and other property used in violation of this aArticle are hereby declared to be a nuisance.~~

§ 22-1018. [Ch. 22, Sec. 170] Emergency suspension or revocation; Appeals.

A. In cases where the City Manager, or their designee, reasonably believes that the continued operation of a massage or bodywork licensed entity poses an imminent risk to public health, safety, or welfare, the City Manager may suspend or revoke the license immediately. Notice of such suspension or revocation shall be given to the licensed party and to the Bloomington and Normal Police Departments. The notice shall specify the reason for the suspension or revocation and shall provide the licensed entity with the right to request an appeal of the suspension or revocation, provided an appeal is requested no later than five days from service of the notice of suspension or revocation. If an appeal is requested, a hearing shall be held before the City Manager or their designee within 10 days of the request for a hearing.

B. In order to prevail in an appeal, the party appealing the suspension or revocation must show by a preponderance of the evidence that the asserted reason for suspension or revocation is inaccurate.

C. Service shall be deemed effective when sent via email or first-class mail to the last known email or postal address of the licensed entity. For the purpose of this Section, the last known email or postal address shall be the one that has most recently been recorded with the City Clerk Department.

§ 22-1019. [Ch. 22, Sec. 171] Appeals.

A. Except for emergency suspensions or revocations as provided in § 22-1028, any license holder who receives a notice of revocation or suspension may file an appeal with the City of Bloomington Corporation Counsel. The appeal must be made in writing within 10 days of receipt of the notice of revocation or suspension and shall include a response to the notice. Such response shall include a brief statement addressing the substantive deficiencies cited in the notice and shall set forth the basis for why the license should not be revoked or suspended. The appeal must be submitted to the office of the City of Bloomington Corporation Counsel located at 115 E. Washington Street, Bloomington, IL 61701, or via email to legal@cityblm.org. The Corporation Counsel's office shall mail or email an appeal hearing notice to the requester containing the hearing date and time set for a hearing before the City Manager or their designee.

B. In order to prevail in an appeal, the party appealing the suspension or revocation must show by a preponderance of the evidence that the asserted reason for suspension or revocation is inaccurate.

~~§ 22-1028. [Ch. 22, Sec. 180]~~ **§ 22-1020. [Ch. 22, Sec. 172] Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ~~a~~Article, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ~~a~~Article or any part thereof.

Chapter 37.5 Sexually Oriented Entertainment Business

ARTICLE I Short Title

§ 37.5-101. [Ch. 37.5, Sec. 1.1] Title. [Ord. No. 2002-24]

This ~~e~~Chapter of the Bloomington City Code, 1960, as amended, shall be known, cited, and referred to as the Sexually Oriented Entertainment Business Ordinance of the City of

Bloomington, Illinois, and at times referred to as "this Ordinance" in this eChapter.

ARTICLE II

Purpose and Intent

§ 37.5-201. [Ch. 37.5, Sec. 2.1] Purpose. [Ord. No. 2002-24]

It is the purpose of this Ordinance to address the negative impacts associated with sexually oriented entertainment businesses, as identified in the legislative findings made and cited in § 37.5-202 of this Ordinance to reduce or prevent neighborhood blight; to protect and preserve the quality of the City's neighborhoods and commercial districts; to protect the City's retail trade; to maintain property values; to protect and preserve the quality of life in the City; to reduce the incidence of unlawful activity and to promote the health, safety, morals and general welfare of the ~~citizens~~residents of the City. The provisions of this Ordinance have neither the purpose nor the effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials for adults. Similarly, it is not the intent nor effect of this Ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment to the United States Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment for adults to their intended market. Neither is it the intent nor effect of this Ordinance to condone or legitimize the distribution of obscene material.

§ 37.5-202. [Ch. 37.5, Sec. 2.2] Findings.

The City Council of the City of Bloomington, McLean County, Illinois, makes the following legislative findings:

- A. The Courts of Illinois, as well as the United States Supreme Court, have recognized the City's authority to adopt rules and regulations over the operation of sexually oriented entertainment business Establishments; and
- B. The City has a substantial governmental interest in protecting the public health, safety, and welfare of its ~~citizens~~residents and all persons within the City and of propounding standards to mitigate the possibility of infection by contagious sexually transmitted diseases; and
- C. There is convincing documented evidence, including statistics and studies performed in a substantial number of communities in the State of Illinois and in the United States concerning the serious objectionable characteristics and secondary effects of sexually oriented entertainment businesses located in other jurisdictions. The City Council finds that these studies are relevant to the problems addressed by the City in enacting ordinances to regulate the adverse secondary side effects of sexually oriented entertainment business Establishments; and
- D. The City Council finds that there is substantial evidence that an increase in crime tends to accompany, concentrate around, and be aggravated by sexually oriented entertainment businesses, including but not limited to an increase in the crimes related to prostitution, sale and possession of controlled substances, and violence against persons and property. These studies from other jurisdictions establish convincing evidence that sexually oriented entertainment business Establishments, if not regulated pursuant to the location and operational requirements set forth in the ordinances of the City Code, can result in an increase in criminal activities and other adverse secondary effects with a deleterious impact on adjacent commercial and residential properties; and

- E. The City Council finds that enclosed or dimly lit areas within sexually oriented entertainment businesses greatly increases the potential for unlawful conduct, such as prostitution, sales of controlled substances, and lewd and lascivious conduct, and further finds that requirements for all indoor and enclosed public areas be open to view by management and visible to all other public areas in the sexually oriented entertainment business Establishment. Adequate lighting, and direct management supervision of such areas are necessary in order to reduce the opportunity for and incidents of illegal conduct and facilitate routine inspection by public safety personnel; and
- F. The City Council, in adopting this Ordinance, is aware of and takes legislative notice of well- established legal principles related to the regulation of sexually oriented entertainment businesses and does not intend to suppress or infringe upon any expressive activities protected by the First Amendment of the United States Constitution, but instead intends to enact reasonable regulations that address the adverse secondary effects of sexually oriented entertainment businesses; and
- G. The City Council finds that location and zoning regulations alone are insufficient to adequately protect the health, safety, and general welfare of the citizens/residents of the City, and thereby finds that it is in the public interest to establish certain requirements with respect to the ownership and operation of sexually oriented entertainment businesses; and
- H. The City Council finds that there is clear and convincing evidence that close contact between performers and patrons, and the direct solicitation of and the direct giving of gratuities in sexually oriented business entertainment Establishments facilitates the opportunity for specified criminal acts, including, but not limited to: solicitations for sexual acts, transfer of controlled substances, and lewd and lascivious conduct, and further finds that the enforcement of such laws prohibiting such specified criminal acts requires a disproportionate level of public safety resources; and
- I. The City Council finds the following, based upon its understanding of the documents and judicial decisions in the public record:
 - (1) Evidence supports a finding that some dancers and entertainers, and other persons who publicly perform specified sexual activities or publicly display specified anatomical parts, as defined herein, in sexually oriented entertainment businesses (collectively referred to as "performers") have been found to engage in specified sexual activities with patrons of such sexually oriented entertainment businesses on the site of sexually oriented entertainment businesses;
 - (2) Evidence demonstrates that performers employed by sexually oriented entertainment businesses have been found to offer and provide private shows to patrons who, for a price, are permitted to observe and participate with the performers in live entertainment exhibiting specified sexual activities or displaying specified anatomical parts, as defined herein;
 - (3) Evidence supports a finding that performers at sexually oriented entertainment businesses have been found to engage in acts of prostitution with patrons of the sexually oriented entertainment businesses;

As a result of the above, and in view of the increase in incidents of Acquired Immune Deficiency Syndrome (AIDS) and Hepatitis B, which are both sexually transmitted diseases (STD), the City has a substantial interest in adopting regulations that will reduce, to the greatest extent possible, the possibility for the occurrence of prostitution

and casual sex at sexually oriented entertainment businesses; and

- J. The City Council finds that there are unique harmful effects on children and minors exposed to the effects of sexually oriented entertainment businesses, including, but not limited to, the deterioration of respect for family values, exposure to images and acts for which they are too young or immature to fully understand, exposure to items and displays containing pornography or sexually oriented toys or novelties, and the possibility that such children or minors could inadvertently become targets or otherwise victims of solicitations of a sexual nature for which they are too young or immature to understand or otherwise take appropriate measures to protect themselves; and
- K. The City Council desires to minimize and control the adverse secondary side effects associated with the operation of sexually oriented entertainment businesses and thereby protect the health, safety and welfare of the ~~citizens~~residents of the City from increased criminal activity, preserve the quality of life, minimize adverse impacts on property values and the character of surrounding neighborhoods and commercial businesses, and to deter the spread of communicable and sexually transmitted diseases. **[Ord. No. 2002-24]**

ARTICLE III Definitions

§ 37.5-301. [Ch. 37.5, Sec. 3.1] Definitions.

For the purposes of this Ordinance, unless the context clearly requires different meaning, the words, terms, and phrases set forth shall have the meanings given them herein.

ADULT CABARET — A building or portion of a building featuring dancing or other live entertainment if the dancing or other live entertainment involves the exhibiting of specified sexual activities or specified anatomical areas, as defined in this Ordinance, for observation by patrons therein.

ADULT HOTEL/MOTEL — A hotel or motel or similar business Establishment offering public accommodations for any form of consideration which provides patrons with closed-circuit television transmissions, films, computer generated images, motion pictures, video cassettes, slides, or other photographic reproductions 30% or more of the number of which are distinguished or characterized by an emphasis on the exhibiting of specified sexual activities or specified anatomical areas, as defined in this Ordinance; and rents, leases, or lets any single room for less than a six-hour period, or rents, leases, or lets any single room more than twice in a twenty-four-hour period.

ADULT MEDIA — Magazines, books, videotapes, movies, slides, c.d.- r.o.m.s or other devices used to record computer images, or other media that are distinguished or characterized by their emphasis on matter depicting, describing, or relating to hard-core material.

ADULT MEDIA STORE — An Establishment that rents and/or sells media, and that media meets any of the following tests:

- A. 10% or more of the gross public floor area is devoted to adult media as defined in this Ordinance-;
- B. 10% or more of the stock-in-trade consists of adult media as defined in this Ordinance-; or
- C. It advertises or holds itself out in any forum as "XXX," "adult," "sex," or otherwise as a sexually oriented business other than an adult cabaret, adult hotel/motel, adult lingerie modeling studio, adult modeling studio, or adult motion-picture theater as defined in this

Ordinance.

ADULT MODELING STUDIO — A business which provides, for any form of compensation, monetary or other consideration, hire or reward, figure models who, for the purposes of sexual stimulation of patrons, display "specified anatomical areas," as defined herein, to be observed, sketched, photographed, painted, sculpted or otherwise depicted by persons paying such consideration. Schools certified pursuant to standards set by the State of Illinois are not included in the definition of "Adult Modeling Studio."

ADULT MOTION PICTURE THEATER — An Establishment emphasizing or predominantly showing sexually oriented movies distinguished or characterized by an emphasis on matters depicting, describing, or relating to "hard-core material," "specified anatomical areas" and/or "specified sexual activities" (as defined in this article) for observation by patrons therein.

ADULT SEX BUSINESS — Any sexually oriented entertainment business, including any business Establishment that regularly features live entertainment distinguished or characterized by an emphasis on the exposure of specified anatomical areas or specified sexual activities, as defined herein, or any business Establishment whose primary purpose is the sale or display of any explicit sexual material which, pursuant to state law or other regulatory authority, can be offered only to persons over the age of 18 years. It shall be unlawful for any person under the age of 18 years to be within any building that is the site of an "Adult Sex Business." "Adult Sex Business" may include an adult cabaret, adult hotel/motel, adult media store, adult modeling studio, adult motion-picture theater, adult video arcade, adult lingerie modeling studio, adult video arcade, or a sex shop.

ADULT VIDEO ARCADE — Any place in an adult media store to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture, or video machines, projectors, or other image-producing devices are maintained to show images distinguished or characterized by an emphasis on matters depicting, describing, or relating to "hard-core material," "specified anatomical areas" and/or "specified sexual activities" (as defined in this article) in video-viewing booths or arcade booths for observation by patrons therein. Adult video arcades are prohibited uses except in adult media stores.

APPLICANT — A person who is required to file an application for a license under this Ordinance, including an individual owner, managing partner, officer of a corporation, or any other operator, manager, employee or agent of a "Sexually Oriented Entertainment Business," as defined herein.

BUSINESS OPERATOR — A person who supervises, manages, inspects, directs, organizes, controls or in any other way, is responsible for or in charge of the premises of a "Sexually Oriented Entertainment Business," as defined herein, or activities occurring on the premises thereof.

BUSINESS OWNER — A person or persons who hold a financial or other business interest, in whole or in part, either singly or jointly in a "Sexually Oriented Entertainment Business," as defined herein. For purposes of this Ordinance, indicia of ownership may be established by evidence including, but not limited to: business license information, fictitious business name registration, utility billing information, or by other competent evidence. For purposes of this Ordinance, the person whose name appears on the Sexually Oriented Entertainment Business license application as the business owner shall be deemed to be the "business owner."

CITY CLERK — The City Clerk for the City of Bloomington, ~~Illinois~~, or ~~his or her~~their designee.

CHANGE OF OWNERSHIP

- A. A change in the form of ownership, e.g., from an individual or partnership or entity or from a partnership to an individual;
- B. A change from an individual to a partnership or a change in a partnership, such as the addition or deletion of any partner; or
- C. In an entity, the transfer of over 5% of the stock thereof, except for those listed on a national stock exchange, in which event the transfer of a controlling interest or over 50% of the stock thereof.

CITY COUNCIL — The City Council for the City of Bloomington, ~~Illinois~~.

DAYS — Calendar days, unless otherwise specifically set forth in this Ordinance.

DIRECTOR OF COMMUNITY IMPACT & ENHANCEMENT - The Director of the Community Impact & Enhancement Department for the City of Bloomington or their designee.

DIRECTOR OF DEVELOPMENT SERVICES - The Director of the Development Services Department for the City of Bloomington or their designee.

DISPLAY PUBLICLY — The act of exposing, placing, posting, exhibiting, or in any fashion displaying in any location, whether public or private, an item in such a manner that it may be readily seen and its content or character distinguished by normal unaided vision viewing it from a street, highway, or public sidewalk, or from property of others, or from any portion of the premises where items and material other than adult media are on display to the public.

~~ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR — The Director of the Department of Economic & Community Development for the City of Bloomington, Illinois, or his or her designee.~~ **[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**

ENTITY — An organization that has an identity separate from those of its members, including, but is not limited to, corporations, limited partnerships, limited liability companies, or limited liability partnerships.

~~ESTABLISHMENT — Any business regulated by this Ordinance.~~ The building, structure, and/or premise included in the site or floor plan approved for the license.

EXPLICIT SEXUAL MATERIAL — Any hard-core material as defined by this Ordinance.

GROSS PUBLIC FLOOR AREA — The total floor area of the building accessible or visible to the public, including showrooms, motion-picture theaters, motion picture arcades, service areas, behind-counter areas, storage areas visible from such other areas, rest rooms (whether or not labeled "public"), areas used for cabaret or similar shows (including stage areas), plus aisles, hallways, and entryways serving such areas.

HARD-CORE MATERIAL — Media characterized by sexual activity that includes one or more of the following: erect male genitals; contact of the mouth of one person with the genitals of another; penetration with a finger or male genital or other object into any genital or anal orifice in another person; open female labia; penetration of a sexually oriented toy or novelty into any orifice in another person; male ejaculation; or the aftermath of male ejaculation.

LICENSED PREMISES — The place or location described in a Sexually Oriented Entertainment Business License where a Sexually Oriented Entertainment Business Establishment is authorized to operate.

LICENSEE — Any person or entity that has been issued a Sexually Oriented Entertainment

Business License pursuant to the provisions of this Ordinance.

LINGERIE MODELING STUDIO — An Establishment or business that provides the services of live models modeling lingerie to individuals, couples, or small groups in a room smaller than 600 square feet in gross public floor area.

MASSAGE OR BODY WORK ESTABLISHMENT — Any Establishment having a fixed place of business where any person, firm, association, or corporation engages in, or carries on, or permits to be engaged in or carried on any of the activities defined in § 22-1001 of the Bloomington City Code.

~~MASSAGE THERAPY STUDIO — An Establishment offering massage therapy and/or body work by a Massage Therapist, licensed by the City under Chapter 22, Article X, of the Bloomington City Code, 1960, as amended or under the direct supervision of a licensed physician.~~

MEDIA — Anything printed or written, or any picture, drawing, photograph, motion picture, film, videotape or videotape production, or pictorial representation, or any electrical or electronic reproduction of anything that is or may be used as a means of communication. Media includes but shall not necessarily be limited to books, newspapers, magazines, movies, videos, sound recordings, ~~e.d.-r.o.m.s.~~ CD-ROM, other magnetic media, and undeveloped pictures.

MEDIA SHOP — A general term, identifying a category of business that may include sexually oriented material but that is not subject to the special provisions applicable to adult media stores. In that context, media shop means a retail outlet offering media for sale or rent, for consumption off the premises, provided that any outlet meeting the definition of "adult media store" shall be treated as an adult media store.

NUDE (NAKED) — A state of dress or undress that exposes to view (1) less than completely and opaquely covered human genitals; pubic region; anus; or female breast below a point immediately above the top of the areolae, but not including any portion of the cleavage of the female breast exhibited by a dress, blouse, shirt, leotard, bathing suit, or other wearing apparel, provided that the areolae is not exposed; or (2) human male genitals in a discernibly turgid state, even if completely and opaquely covered.

PERSON — Any individual, partnership, corporation, firm, limited-liability company, or other legal entity.

~~REVIEWING DEPARTMENTS — The Economic & Community Development Department, the Legal Department, the Fire Department, and the Police Department for the City of Bloomington, Illinois. [Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]~~

ROLE PLAYING INTERACTION — An arrangement, service or program where a server, host, hostess, dancer, singer, or model, for consideration, engages a customer in a meeting or conversation involving, depicting, simulating or participating in any "specified sexual activities."

SADOMASOCHISTIC PRACTICES — Flagellation or torture by or upon a person clothed or naked, or the condition of being fettered, bound, or otherwise physically restrained on the part of one clothed or naked.

SEMI-NUDE — A state of dress or undress in which clothing covers no more than the human genitals, pubic region, anus, and areolae of the female breast as well as portions of the body covered by supporting straps or devices by other minor accessory apparel such as caps, gloves and socks.

SEX SHOP — An Establishment offering goods for sale or rent and that meets any of the

following tests:

- A. The Establishment offers for sale items from any two of the following categories: (a) adult media, (b) lingerie in a lingerie modeling studio, or (c) leather goods marketed or presented in a context to suggest their use for sadomasochistic practices; and the combination of such items constitutes more than 10% its stock-in-trade or occupies more 10% of its gross public floor area;
- B. More than 5% of its stock-in-trade consists of sexually oriented toys or novelties; or
- C. More than 5% of its gross public floor area is devoted to the display of sexually oriented toys or novelties.

SEXUALLY ORIENTED ENTERTAINMENT BUSINESS — An inclusive term used to describe collectively: adult cabaret; adult modeling studio, adult motion-picture theater; adult video arcade located within an adult media store; adult lingerie modeling studio; and/or sex shop.

SEXUALLY ORIENTED ENTERTAINMENT BUSINESS EMPLOYEE — Any person, including entertainers, who work in or at, or render any services directly related to the operation of, a sexually oriented entertainment business Establishment; provided however, that this definition shall not include persons delivering goods, materials (other than adult media), food and beverages, or performing maintenance or repairs, to the licensed premises.

SEXUALLY ORIENTED ENTERTAINMENT BUSINESS LICENSE — A license issued for a sexually oriented entertainment business Establishment pursuant to the provisions of this Ordinance.

SEXUALLY ORIENTED ENTERTAINMENT BUSINESS PATRON — Any person, other than a sexually oriented entertainment business employee, present in or at any sexually oriented entertainment business Establishment at any time when such sexually oriented entertainment business Establishment is open for business; provided however, that this definition shall not include persons delivering goods, materials (other than adult media), food and beverages, or performing maintenance or repairs, to the licensed premises.

SEXUALLY ORIENTED TOYS OR NOVELTIES — Instruments, devices, or paraphernalia either designed as representations of human genital organs or female breasts, or designed or marketed primarily for use to stimulate human genital organs.

SPECIFIED ANATOMICAL AREAS —

- A. Less than completely and opaquely covered: human genitals, human pubic region, human buttocks, and human ~~female~~ breast below a point immediately above the top of the areola; and
- B. Human ~~male~~ genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES — Human genitals in a state of sexual stimulation or arousal or acts of human masturbation, sexual intercourse, sodomy, or fondling or other erotic touching of human genitals, pubic region, buttocks, or female breast.

STRADDLE DANCE — The use by any person, including specifically, but without limitation, a Sexually Oriented Entertainment Business Employee, of any part of ~~his or her~~ their body to touch the genitals, pubic region, buttock, anus or female breast of any Sexually Oriented Entertainment Business Patron or any other person in an adult sex business, or the touching of the genitals, pubic region, buttock, anus or female breast of any person in a Sexually Oriented

Entertainment Business by a Sexually Oriented Entertainment Business Patron. Conduct shall be a "Straddle Dance" regardless of whether the "touch" or "touching" occurs while the person is displaying or exposing any specified anatomical area as defined herein. Conduct shall be a "Straddle Dance" regardless of whether the "touch" or "touching" is direct or through a medium. Conduct commonly referred to by the slang terms "lap dance," "table dance," and "face dance" shall be included within this definition of "Straddle Dance."

VIDEO-VIEWING BOOTH (ARCADE BOOTH) — Any booth, cubicle, stall, or compartment that is designed, constructed, or used to hold or seat patrons and is used for presenting motion pictures or viewing publications by any photographic, electronic, magnetic, digital, or other means or media (including, but not limited to film, video or magnetic tape, laser disc, ~~c.d.-r.o.m.~~ CD-ROM, books, magazines, or periodicals) for observation by patrons therein. A video-viewing booth shall not mean a theater, movie house, playhouse, or a room or enclosure or portion thereof that contains more than 600 square feet. ~~[Ord. No. 2002-24]~~

ARTICLE IV Excluded Activities

§ 37.5-401. [Ch. 37.5, Sec. 4.1] Excluded activities.

This Ordinance does not apply to any of the following activities:

- A. Any activity conducted or sponsored by a school district or government agency; provided that such activity is being conducted as part of and within the scope of an authorized and regular part of the curriculum or is part of a training or instructional program being conducted by a school district or government agency; or
- B. Any activity conducted by a person pursuant to any license issued by the State of Illinois or any agency thereof charged with the responsibility of licensing, prescribing standards for and supervising such activity or profession, in and to the extent that such activity is conducted within the course and scope of the exercise of the privileges authorized by such license or the duties of such agency. ~~[Ord. No. 2002-24]~~

ARTICLE V Ordinance Enforcement Officer

§ 37.5-501. [Ch. 37.5, Sec. 5.1] Ordinance enforcement officer. [Amended Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

The ~~Economic & Community Development Director~~ City Manager, or their designee, shall be the Enforcement Officer for this Ordinance and shall have the following powers and duties:

- A. To ~~administer and rule upon the~~ make determinations on applications for, and the issuance, renewal, suspension, and revocation of Sexually Oriented Entertainment Business Licenses as set forth in this Ordinance;
- B. To ~~ensure conduct or provide for such~~ inspections of Sexually Oriented Entertainment Business Establishments have been completed and passed before the issuance of any license outlined in this Ordinance; ~~as shall be necessary to determine and ensure compliance with the provisions of this Ordinance and other applicable provisions of law;~~
- C. To ~~periodically review the provisions of this Ordinance and the conduct and operation of Sexually Oriented Entertainment Business Establishments and their Licenses and to~~

~~make such reports and recommendations to the City Council as the Economic & Community Development Director shall deem necessary; To conduct such hearings, studies, and investigations on Sexually Oriented Entertainment Business Establishments, and the regulations pertaining thereto, as the Economic & Community Development Director shall deem necessary, and t~~To conduct such hearings on the revocation, non-renewal, or suspension of a Sexually Oriented Entertainment Business License as required pursuant to this Ordinance; and

- ~~ED.~~ ~~To establish written rules and regulations implementing the provisions of this Ordinance, including but not limited to, the content and processing of any application or petition and the conduct of any hearing; and~~
- ~~FE.~~ ~~To take such further actions as the Economic & Community Development Director shall deem necessary to carry out the purpose and intent of this Ordinance and to exercise such additional powers in furtherance thereof as are implied or incident to those powers and duties expressly set forth in this Ordinance.~~

ARTICLE VI

Sexually Oriented Entertainment Business Licenses Generally

§ 37.5-601. [Ch. 37.5, Sec. 6.1] ~~Sexually oriented entertainment business l~~icense required. [Ord. No. 2002-24]

It shall be unlawful for any person to engage in, conduct, establish, operate, or maintain a Sexually Oriented Entertainment Business within the City unless the person first obtains and continues to maintain in full force and effect a Sexually Oriented Entertainment Business License issued by the City Clerk as required by this Ordinance.

§ 37.5-602. [Ch. 37.5, Sec. 6.2] ~~Operation without license prohibited.~~ [Ord. No. 2002-24]

It shall be unlawful for persons not having a current and valid Sexually Oriented Entertainment Business License to establish, operate, or maintain a Sexually Oriented Entertainment Business within the City at any time after the effective date of this Ordinance.

§ 37.5-603. [Ch. 37.5, Sec. 6.3] ~~Operation in violation of license prohibited.~~ [Ord. No. 2002-24]

It shall be unlawful for any Licensee to establish, operate, or maintain a Sexually Oriented Entertainment Business within the City except in the manner authorized by, and in compliance with, the provisions of this Ordinance and the Licensee's Sexually Oriented Entertainment Business License.

§ 37.5-604. [Ch. 37.5, Sec. 6.4] ~~Content and d~~Display of license. [Ord. No. 2002-24]

Every Sexually Oriented Entertainment Business licensed in accordance with the provisions of this Ordinance immediately shall post the license so issued in a conspicuous place on the licensed premises and shall keep such license so posted at all times said license is in force.

~~Every Sexually Oriented Entertainment Business License shall be provided by the City and shall, at a minimum, prominently state on its face the name of the Licensee, the expiration date, and the address of the Sexually Oriented Entertainment Business Establishment. Every Licensee shall cause the Licensee's Sexually Oriented Entertainment Business License to be framed, covered by glass, and hung at all times in plain view in a conspicuous place on the Licensed~~

~~Premises so it can be easily seen and read at any time by any person entering the Licensed Premises.~~

§ 37.5-605. [Ch. 37.5, Sec. 6.5] License term. [Ord. No. 2002-24; amended 10-14-2024 by Ord. No. 2024-079]

- A. On January 1, 2025, a one-time sixteen-month license (January 1, 2025 — April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 — April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change, including, but not limited to, establishing billing cycle payment options. First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.
- B. On May 1, 2026, the standard twelve-month licensing cycle will resume running concurrent with the City's fiscal year. Except as hereinafter provided, sexually oriented entertainment business licenses shall be operative and valid, unless first terminated, suspended, or revoked, for a term of one year commencing on May 1 and terminating on April 30. Sexually oriented entertainment business licenses issued after May 1 of any year for operations to commence in that year shall be operative and valid, unless first terminated, suspended or revoked, for a term commencing on the date of issuance and terminating on April 30.

§ 37.5-606. [Ch. 37.5, Sec. 6.6] ~~License r~~Applications; Renewals. [Ord. No. 2002-24; amended 10-14-2024 by Ord. No. 2024-079]

- A. Applications for creation of such licenses shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified upon the oath or affirmation of an owner, an authorized agent, or a managing member of the applicant. Such application shall be submitted and filed with the City Clerk after payment to the City of an application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:
 - (1) The name, date of birth, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof; and in the case of an entity, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and if a majority in interest of the stock of such entity is owned by one person or their nominees, the name and address of such person;
 - (a) If the applicant is a land trust, include the applicant land trusts' complete name; the legal name, and the business address of the trustee of the land trust; the legal name, and the ages and business addresses of each beneficiary of the land trust and the specific interest of each such beneficiary in land trust; and the interest, if any, that the land trust holds in the Licensed Premises, as required by 765 ILCS 405. All such applications shall be verified by the applicant in their capacity as trustee, or by the beneficiary as a beneficial owner of interest in such land trust.
 - (2) The entity name, registered DBA (Doing Business As)/Assumed Name, Establishment address, and phone number;
 - (3) The name of the registered corporate agent and the address of the registered officer;
 - (4) A statement about the general character and nature of the business of the applicant

and the length of time that the applicant has been in such business;

- (5) An email address to be used for all licensing communications;
- (6) A description of the premises and place of business which is to be operated under such license;
- (7) A statement detailing the specific type or types of sexually oriented entertainment businesses that the applicant proposes to operate in the licensed premises;
- (8) A statement whether the applicant has made a similar application for a similar license on premises other than those described in this application, and the disposition of such application;
- (9) Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and the reasons therefor; and
- (10) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any Ordinance of the City in the conduct of their place of business.

If an entity, the applicant must be in good standing with the State of Illinois before a license will be issued.

After approval and before the issuance of such license, the premises must be inspected by the City of Bloomington.

B. The following must be submitted as supplemental documentation to the application provided by the City Clerk:

- (1) A list of all owners/partners/officers with name, date of birth, address, and percent ownership/stock;
- (2) The name of the individual or individuals who shall be the day-to-day, onsite managers of the proposed sexually oriented entertainment business Establishment. If the manager is other than the applicant, the applicant shall provide, for each manager, all of the information required pursuant to § 37.5-606A(1) of this Ordinance;
- (3) If an Assumed Name is used, proof the Assumed Name is registered with the State of Illinois or County of McLean;
- (4) Premises verification (lease or proof of ownership);
- (5) A computer-generated floor/site plan, which must be oriented to the north or to some designated street or object and shall be drawn to a designated scale or with marked dimensions and to an accuracy of plus or minus six inches and sufficient to show clearly the various interior dimensions of all areas of the licensed premises and to demonstrate compliance with the provisions of this Ordinance. In addition to the requirements listed above, the plan must include the following:
 - (a) the entire lot or property on which the Sexually Oriented Entertainment Business Establishment is or will be located;
 - (b) the number of available parking spaces;
 - (c) the location of and type(s) of available and proposed lighting, landscaping, trash enclosures, and all means of ingress and egress to and from the property.

- (d) the location of all doors, windows, entrances, exits, the fixed structural internal features of the licensed premises, plus the interior rooms, walls, partitions, stages, performance areas, and restrooms.

The requirements of this section shall not apply for a renewal applications if the applicant the adopts a floor plan diagram that was previously submitted for the license sought to be renewed and if the licensee certified the licensed premises has not been altered since the immediately preceding issuance of the license and the previous floor plan diagram continues to accurately depict the exterior and interior layouts of the licensed premises. The approval or use of the diagram required pursuant to this paragraph shall not be deemed to be, and shall not be interpreted or construed to constitute, any other City approval otherwise required pursuant to applicable City ordinances and regulations.

- C. Renewals. All applications for the renewal of a license shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk, not later than April 1 of each year, an affidavit stating that such facts and statements have not changed.

§ 37.5-607. [Ch. 37.5, Sec. 6.7] ~~Form and submittal of license application.~~ License Fee; Late Fee.

- A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year, payable in advance, and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30th of each year. In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.
- B. Each renewal sexually oriented entertainment business license fee must be received by the City Clerk not later than April 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.
- A. — Required form:
- (1) — ~~An application for a Sexually Oriented Entertainment Business License, or the renewal thereof, shall be made in writing to the City Clerk on a form prescribed by the City Clerk and shall be signed:~~
- (a) — ~~By the applicant, if the applicant is an individual;~~
- (b) — ~~By at least one of the persons entitled to share in the profits of the Establishment and having unlimited personal liability for the obligations of the Establishment and the right to bind all other such persons, if the applicant is a partnership (general or limited), joint venture, or any other type of organization where two or more persons share the profits and liabilities of the organization;~~
- (c) — ~~By a duly authorized agent, if the applicant is a corporation; or~~
- (d) — ~~By a trustee, if the applicant is a land trust.~~
- (2) — ~~The application shall be verified by oath or affidavit as to all statements made on or in connection with the application and any attachments thereto.~~

~~(3) — Each application shall specifically cite the applicant and the Licensed Premises for which a Sexually Oriented Entertainment Business License is sought.~~

~~(4) — Each initial or renewal application shall be accompanied by seven identical applications.~~

~~B. — Administrative processing fee. Every applicant for a Sexually Oriented Entertainment Business License or for the renewal of an existing Sexually Oriented Entertainment Business License shall pay an Administrative Processing Fee in the amount set forth in the Schedule of Fees by certified check to the City of Bloomington, Illinois at the time of filing such application. Such fee shall in all cases be nonrefundable and shall be deposited in the general corporate fund of the City. Such fee shall be used to defray, in part, administrative costs incurred by the City in processing such application and is not made in lieu of any other fees or taxes required under this Ordinance. [Ord. No. 2018-89]~~

~~C. — Required information and documentation. Each application for a Sexually Oriented Entertainment Business License shall include the following information and documentation:~~

~~(1) — Applicant background profile:~~

~~(a) — Individuals. If the applicant is an individual, include the applicant's legal name, the applicant's business address and written proof of the applicant's age.~~

~~(b) — Partnerships (general or limited). If the applicant is a partnership, joint venture or other type of organization where two or more persons share the profits and liabilities of the organization, include the applicant organization's complete name and official business address; the legal name, the ages, and business addresses of each partner (other than limited partners) or any other person entitled to share in the profits of the organization, whether or not such person is also obligated to share in the liabilities of the organization.~~

~~(c) — Corporations. If the applicant is a corporation, include the corporation's complete name and official business address; the legal name, the ages and business addresses of all directors, officers, and managers of the corporation and every person owning or controlling more than 20% of the voting shares of the corporation; the corporation's date and place of incorporation and the object for which it was formed; proof that such corporation is in good standing and authorized to conduct business in the State of Illinois; and the name of the registered corporate agent and the address of the registered office for service of process.~~

~~(d) — Land trusts. If the applicant is a land trust, include the applicant land trusts' complete name; the legal name, and the business address of the trustee of the land trust; the legal name, and the ages and business addresses of each beneficiary of the land trust and the specific interest of each such beneficiary in land trust; and the interest, if any, that the land trust holds in the Licensed Premises, as required by Chapter 765 ILCS 405 (Illinois Compiled Statutes). All such applications shall be verified by the applicant in his/her capacity as trustee, or by the beneficiary as a beneficial owner of interest in such land trust.~~

~~(2) — If a corporation or partnership is an interest holder that must be disclosed pursuant to Subsection C above, then such interest holders shall disclose the information required in said section with respect to their interest holders.~~

~~(3) — The general character and nature of the business of the applicant and the length of time that the applicant has been in such business.~~

~~(4) — The location, including street address and legal description, and telephone number, of the premises for which the Sexually Oriented Entertainment Business License is sought, and the identity of each fee simple owner of the licensed premises. If the applicant is not the fee~~

simple owner, a copy of the lease therefore shall be provided.

~~(5) — The specific name of the business that is to be operated under the Sexually Oriented Entertainment Business License and the specific type or types of sexually oriented entertainment businesses that the applicant proposes to operate in the licensed premises.~~

~~(6) — A site plan showing the lot or property on which the Sexually Oriented Entertainment Business Establishment is or will be located, and the location of the building or portion thereof in which the Sexually Oriented Entertainment Business is or will be located, the number of available parking spaces, the location and type of available and proposed lighting, landscaping, trash enclosures, and all means of ingress and egress to and from the property. The site plan need not be professionally prepared, but shall be drawn to scale with marked dimensions to an accuracy of plus or minus one foot.~~

~~(7) — A floor plan diagram showing the internal and external configuration of the licensed premises, including all doors, windows, entrances, exits, the fixed structural internal features of the licensed premises, plus the interior rooms, walls, partitions, stages, performance areas, and rest rooms. A professionally prepared floor plan diagram in the nature of an engineer's or architect's blueprint shall not be required; provided, however that each such diagram shall be oriented to the north or to some designated street or object, and shall be drawn to a designated scale or with marked dimensions and to an accuracy of plus or minus six inches and sufficient to show clearly the various interior dimensions of all areas of the licensed premises and to demonstrate compliance with the provisions of this Ordinance. The requirements of this paragraph shall not apply for a renewal applications if the applicant the adopts a floor plan diagram that was previously submitted for the license sought to be renewed and if the licensee certified the licensed premises has not been altered since the immediately preceding issuance of the license and that the previous floor plan diagram continues to accurately depict the exterior and interior layouts of the licensed premises. The approval or use of the diagram required pursuant to this paragraph shall not be deemed to be, and shall not be interpreted or construed to constitute, any other City approval otherwise required pursuant to applicable City ordinances and regulations.~~

~~(8) — The name of the individual or individuals who shall be the day-to-day, onsite managers of the proposed sexually oriented entertainment business Establishment. If the manager is other than the applicant, the applicant shall provide, for each manager, all of the information required pursuant to § 37.5-607C(1) of this Ordinance.~~

~~D. — Incomplete applications returned. Any application for a Sexually Oriented Entertainment Business Establishment that does not include all the information and documents required pursuant to Subsection C of this § 37.5-607 as well as the Administrative Processing Fee pursuant to Subsection B of this § 37.5-607 shall be deemed to be incomplete and shall not be acted on or processed by the City. The City Clerk shall, within 10 days of such submittal, return the incomplete application to the applicant along with a written explanation of the reasons why the application is incomplete. [Ord. No. 2002-24]~~

§ 37.5-608. [Ch. 37.5, Sec. 6.8] Processing of license application. Permits for Licenses.

A. ~~Reviewing departments. Within five days after receipt of a complete application for a Sexually Oriented Entertainment Business License that includes all the information, documents, the administrative processing fee as required pursuant to § 37.5-607 of this Ordinance, the City Clerk shall transmit a copy of such application to the Reviewing Departments. All Applications for the creation of sexually oriented entertainment business licenses shall be subject to comprehensive review by the relevant departments of the~~

City of Bloomington, which include inspection of proposed premises and investigation of the background, including criminal history, of all applicants and managers listed on the submitted application. The approval of any licenses is contingent upon full compliance with all applicable building codes, health regulations, and safety standards as set forth by the City of Bloomington and McLean County authorities.

B. Reliance on diagrams. In the event that the Licensed Premises has not yet been constructed or reconstructed to accommodate the proposed Sexually Oriented Entertainment Business Establishment, reviewing departments shall base their respective reports, investigations, and inspections to the extent necessary, on the site plan and floor plan diagrams submitted pursuant to § 37.5-606B(5) of this Ordinance.

(1) Issuance of permits. Whenever an applicant is not ready to begin immediate operation due to ongoing construction or reconstruction, their application shall be considered as provided above. If the application is approved, it shall create a permit for license which shall entitle the holder thereof to a sexually oriented entertainment business license when the holder is ready to begin operations, subject to the other requirements of this Chapter and a license will not be issued until the licensed premises has been inspected and determined to be in substantial compliance with the diagrams submitted with the application.

(2) Duration. Permits for license shall expire 180 days from the date of approval or when exchanged for a license. Permits may be renewed for one period not to exceed 180 days for good cause shown.

(3) Effect of creation of permit. A permit shall entitle the holder thereof to a sexually oriented entertainment business license, which shall be deemed created at the time the holder is ready to begin operations, subject to the requirements of this Chapter being met.

C. Applicant cooperation required. an applicant for a sexually oriented entertainment business license shall cooperate fully with the inspections and investigations conducted by reviewing departments. The applicant's refusal to give any information reasonably relevant to the investigation of the application, to allow the licensed premises to be inspected, to appear at any reasonable time and place for examination under oath of regarding the application, or to otherwise cooperate with the investigation and inspection required by this Ordinance shall constitute an admission by the applicant that the applicant is ineligible for a sexually oriented entertainment business license and shall be grounds for the denial of the license application.

D. Decision final. The action taken by the City Clerk to issue or deny a sexually oriented entertainment business license pursuant, respectively, to § 37.5- 609A or B of this Ordinance shall be final, subject to judicial review.

~~A. Reviewing department reports. Each of the Reviewing Departments shall, within 45 days after transmittal of the application of thereto, or within such other period of time as the City and the applicant may otherwise agree:~~

~~(1) Review the application;~~

~~(2) Conduct such inspections of the proposed Licensed Premises and background investigations of the applicant and any of the individuals identified in the application pursuant to § 37.5-607C(1), (2) and (8) of this Ordinance, regarding matters within their respective jurisdictions, as shall be reasonably necessary to verify the information set forth in the~~

application and to determine whether the proposed Sexually Oriented Entertainment Business Establishment and Licensed Premises comply with the requirements of this Ordinance and other applicable laws, codes, ordinances, rules, and regulations; and

(3) _____ Prepare and submit to the Economic & Community Development Director a written report regarding the results and findings of such reviews, inspections, and investigations. **[Amended 8-10-2020 by Ord. No. 2020-53]**

B. _____ Economic & Community Development Director review. The Economic & Community Development Director shall also conduct such inspections and investigations as the Economic & Community Development Director shall deem reasonably necessary to verify the information set forth in the application and to determine whether the proposed Sexually Oriented Entertainment Business Establishment and Licensed Premises comply with the requirements of this Ordinance and other applicable laws, codes, ordinances, rules, and regulations. **[Amended 8-10-2020 by Ord. No. 2020-53]**

C. _____ Reliance on diagrams. In the event that the Licensed Premises has not yet been constructed or reconstructed to accommodate the proposed Sexually Oriented Entertainment Business Establishment, the Economic & Community Development Director and the reviewing departments shall base their respective reports, investigations, and inspections to the extent necessary, on the site plan and floor plan diagrams submitted pursuant to § 37.5-607C(6) and (7) of this Ordinance. Any Sexually Oriented Entertainment Business License issued prior to the construction or reconstruction necessary to accommodate the proposed a Sexually Oriented Entertainment Business shall be subject to the condition that the Sexually Oriented Entertainment Business shall not be open for business until the Licensed Premises has been inspected and determined to be in substantial compliance with the diagrams submitted with the application. **[Amended 8-10-2020 by Ord. No. 2020-53]**

D. _____ Applicant cooperation required. An applicant for a Sexually Oriented Entertainment Business License shall cooperate fully with the inspections and investigations conducted by the Economic & Community Development Director and the Reviewing Departments. The applicant's refusal: to give any information reasonably relevant to the investigation of the application; to allow the Licensed Premises to be inspected; to appear at any reasonable time and place for examination under oath of regarding the application; or to otherwise cooperate with the investigation and inspection required by this Ordinance shall constitute an admission by the applicant that the applicant is ineligible for a Sexually Oriented Entertainment Business License and shall be grounds for the Economic & Community Development Director to direct the City Clerk to deny the License. **[Amended 8-10-2020 by Ord. No. 2020-53]**

E. _____ Time for issuance or denial. The Economic & Community Development Director shall, within 45 days after submittal of a properly completed application, or within such other period of time as the City and the applicant shall otherwise agree, either direct the City Clerk to issue a Sexually Oriented Entertainment Business License pursuant to the provisions of § 37.5-609A of this Ordinance or to direct the City Clerk to deny issuance of a Sexually Oriented Entertainment Business License pursuant to the provisions of § 37.5-609B of this Ordinance. The City Clerk shall issue or deny the License within said forty-five-day period, or such other period of time agreed to by the City and the applicant, regardless of whether or not the Economic & Community Development Director has received all of the Reviewing Department reports. Provided, if after 45 days a criminal history background investigation has not been completed, the City Clerk may issue a temporary Sexually Oriented Entertainment Business License during the investigation period. The temporary Sexually Oriented Entertainment Business License shall be valid for 90 days from date of issuance and shall automatically terminate at the end of the ninety-day term.

~~The City Clerk shall revoke the temporary Sexually Oriented Entertainment Business License immediately upon an unsatisfactory completion of a criminal history background investigation. [Amended 8-10-2020 by Ord. No. 2020-53]~~

~~F. — Decision final. The action taken by the City Clerk to issue or deny a sexually oriented entertainment business license pursuant, respectively, to § 37.5-609A or B of this Ordinance shall be final, subject to judicial review. [Ord. No. 2017-96]~~

§ 37.5-609. [Ch. 37.5, Sec. 6.9] Standards for issuance or denial of license.

A. Issuance. The City Clerk shall issue a Sexually Oriented Entertainment Business License to an applicant provided that ~~if, but only if, the Economic & Community Development Director~~all reviewing departments finds and determines all of the following, based on the reports, investigations, review, and inspections conducted: ~~by the Economic & Community Development Director and the Reviewing Departments and on any other credible information on which it is reasonable for the Economic & Community Development Director to rely:~~

- (1) All of information and documents required by ~~the~~ § 37.5-606~~7~~ of this Ordinance for issuance of a Sexually Oriented Entertainment Business License have been properly provided, and the material statements made in the application are true and correct;:-
- (2) ~~For Sexually Oriented Entertainment Business Establishments, a~~All persons identified in the application pursuant to § 37.5-606~~7C~~(1), (2) and (8) and of this Ordinance are at least 18 years of age and not under any legal disability;:-
- (3) No person identified in the application pursuant to § 37.5-606~~7C~~(1), (2) and (8) of this Ordinance is overdue on payment to the City for taxes, fees, fines, or penalties assessed against, or imposed on, any such individual in connection to any Sexually Oriented Entertainment Business Establishment;:-
- (4) The Sexually Oriented Entertainment Business Establishment, the Licensed Premises, and the proposed operation of the Sexually Oriented Entertainment Business comply with all ~~then-~~ applicable building, health, and life-safety codes and regulations, and have received all necessary zoning approvals required pursuant to ~~the then-applicable provisions of Chapter 44 of the Bloomington City Code, 1960, as amended (Zoning Code);:-~~
- (5) No Sexually Oriented Entertainment Business License shall be issued to any person or premises for which a ~~massage therapy studio~~Massage or Bodywork Establishment license or a liquor license has been issued as provided in Chapter 22 or Chapter 6 of the Bloomington City Code, ~~1960, as amended;~~:-
- (6) When a Sexually Oriented Entertainment Business License has been revoked or surrendered following notice of a hearing, as provided herein, no license and shall be granted to any person for the period of one year thereafter for the conduct of a Sexually Oriented Entertainment Business on the premises to try and in the revoked licenses;:-
- (7) Sexually Oriented Entertainment Business Establishments shall be subject to the following location requirements:
 - (a) Sexually Oriented Entertainment Business Establishments may be located only in ~~the B-1 Highway Business District, the B-2 General~~

~~Business Service District and the B-3 Central~~ approved Business Districts as set forth in Chapter 44 of the Bloomington City Code, ~~1960, as amended (Zoning Code)~~, subject to the location criteria cited herein below in Subsection A(7)(b).

- (b) No lot line of any lot to be occupied by any Sexually Oriented Entertainment Business Establishment shall be located closer than 1,000 feet to the lot line of any other lot occupied by a Sexually Oriented Entertainment Business Establishment, and no lot line of any lot to be occupied by any Sexually Oriented Entertainment Business Establishment shall be located closer than 500 feet to the lot line of any other lot used for an amusement center, an amusement park, a day-care center, children's home, children's museum, orphanage, agency operated family home, agency operated group home, child care facility, foster care home, hobby shop or toy store, institutional home for the care of children, nursery school or preschool, elementary school, junior high school, senior high school, park, playground, gymnasium, recreation center, a miniature golf course, a place of worship, a religious education facility, a residential dwelling, a hospital, a skating rink or a zoo.

- (8) The applicant shall either own or have a valid lease for the licensed premises for the term of the Sexually Oriented Entertainment Business License; and
- (9) The applicant has confirmed in writing and under oath as part of the application ~~of that the applicant has read this Ordinance and all provisions of the City Zoning Code applicable to Sexually Oriented Entertainment Business Establishments, that of the applicant is familiar with their terms and conditions, and that the licensed premises and the proposed Sexually Oriented Entertainment Business Establishment and its proposed operation are and shall be in compliance therewith.~~

B. Denial of license. ~~If the Economic & Community Development Director~~ it is determined that the applicant does not meet any one or more of the conditions set forth in Subsection A of this § 37.5-609, then the ~~Economic & Community Development Director shall direct the City Clerk to~~ shall deny issuance of the Sexually Oriented Entertainment Business License and shall give the applicant written notification and explanation of such denial. The City Clerk's notice of denial shall be delivered ~~in person or by certified U. S. mail, postage prepaid, return receipt requested, addressed to the applicant's email address as set forth provided~~ in the application. The Sexually Oriented Entertainment Business License shall be deemed denied on the day that the notice of denial is sent electronically ~~delivered in person or three days after it is placed in the U. S. mail as provided in this Subsection B.~~

~~C. License deemed to be issued. If the City Clerk does not issue or deny the Sexually Oriented Entertainment Business Establishment or grant a temporary license, within 45 days after the properly completed application is submitted, then the Sexually Oriented Entertainment Business License applied for shall be deemed to have been issued. [Ord. No. 2017-96]~~

§ 37.5-610. [Ch. 37.5, Sec. 6.10] Inspection by the City.

- A. Authority. The applicable departments of the City ~~& Community Development Director and other Reviewing Department representatives with jurisdiction~~ shall periodically inspect all

the Sexually Oriented Entertainment Businesses as shall be necessary to determine compliance with the provisions of this Ordinance and all other applicable laws. **[Amended 8-10-2020 by Ord. No. 2020-53]**

- B. Licensee cooperation. A licensee shall permit representatives of the City to inspect the licensed premises and the Sexually Oriented Entertainment Business Establishment for the purpose of determining compliance with the provisions of this Ordinance and all other applicable laws at any time during which the licensed premises is occupied or the Sexually Oriented Entertainment Business Establishment is open for business.
- C. Interference or refusal illegal. It shall be unlawful for any Licensee, any Sexually Oriented Entertainment Business Establishment Employee, or any other person to prohibit, interfere with, or refuse to allow, any lawful inspection conducted by the City pursuant to this ordinance or any other authority.
- D. Suspension or revocation. Any such ~~a~~ prohibition, interference, or refusal shall be grounds for suspension or revocation of the Sexually Oriented Entertainment Business License pursuant to Article XI of this Ordinance. **[Ord. No. 2017-96]**

§ 37.5-611 [Ch. 37.5, Sec. 6.11] Notices of change.

Changes relating to the following must be reported to the City Clerk, in writing, before they occur: (1) changes in ownership as defined in § 37.5-301 Definitions; and (2) changes in DBA (Assumed Name).

ARTICLE VII
Operational Restrictions for All Sexually Oriented Entertainment Business Establishments

§ 37.5-701. [Ch. 37.5, Sec. 7.1] General compliance. [Ord. No. 2002-24]

All Sexually Oriented Entertainment Business Establishments shall comply with the provisions of this Ordinance; all other applicable federal, state, and local laws, ordinances, resolutions, rules, and regulations; ~~and all other applicable federal, state and local laws.~~

§ 37.5-702. [Ch. 37.5, Sec. 7.2] Hours of operation. [Ord. No. 2002-24]

No part of a Sexually Oriented Entertainment Business Establishment shall be open to the public or operate for any business purpose between the hours of 12:00 a.m. and 7:00 a.m. the following day.

~~No Sexually Oriented Entertainment Business Establishment shall be open for business at any time between the hours of 12:01 a.m., and 7:00 a.m., prevailing time whether Central Standard Time or Central Daylight Savings Time on any day.~~

§ 37.5-703. [Ch. 37.5, Sec. 7.3] Animals. [Ord. No. 2002-24]

No animals, except only for animals trained and used to assist a person with a disability, shall be permitted at any time ~~at or~~ in any Sexually Oriented Entertainment Business Establishment.

§ 37.5-704. [Ch. 37.5, Sec. 7.4] Restrooms ~~rooms~~. [Ord. No. 2002-24]

All restrooms ~~rooms~~ in Sexually Oriented Entertainment Business Establishments must, at a minimum:

- A. Be equipped with standard toilets, sinks, and other traditional lavatory facilities;

- B. Contain no explicit sexual material or live performances displaying specified sexual activities at any time; and
- C. Contain no television monitors or other motion picture or video projection, recording, or reproduction equipment.

~~shall be equipped with standard toilets, sinks, and other traditional lavatory facilities. No explicit sexual material or live performances displaying specified sexual activities shall be provided or allowed at any time in the rest rooms of Sexually Oriented Entertainment Business Establishments. Rest rooms shall not contain television monitors or other motion picture or video projection, recording or reproduction equipment.~~

§ 37.5-705. [Ch. 37.5, Sec. 7.5] Restricted areas. [Ord. No. 2002-24]

Sexually Oriented Entertainment Business Establishments shall be subject to the following, related to restricted areas, at all times, unless otherwise outlined in this Ordinance:

- A. No patron shall be permitted at any time to enter into any of the nonpublic portions of any Sexually Oriented Entertainment Business Establishment, including, but not limited to, any storage areas, dressing, or other rooms provided for the benefit of Sexually Oriented Entertainment Business Establishment employees; and
- B. No cameras or other surveillance devices shall be installed or maintained by the business operator in the dressing room facilities for the purpose of broadcasting or projecting images for viewing by the patrons of the Establishment or for broadcasting or projecting images on the Internet.

This subsection shall not apply to persons bringing goods and materials, food and beverages, or performing maintenance or repairs to the licensed premises; provided, however, that any such person shall remain in such nonpublic areas only for the purposes and to the extent and time necessary to perform their job duties.

~~No Sexually Oriented Entertainment Business Establishment patron shall be permitted at any time to enter into any of the nonpublic portions of any Sexually Oriented Entertainment Business Establishment, including specifically but without limitation, any storage areas or dressing or other rooms provided for the benefit of Sexually Oriented Entertainment Business Establishment employees. No cameras or other surveillance devices shall be installed or maintained by the business operator in the dressing room facilities for the purpose of broadcasting or projecting images for viewing by the patrons of the Establishment or for broadcasting or projecting images over of the Internet. This subsection shall not apply to persons to bringing goods and materials, food and beverages, or performing maintenance or repairs to the licensed premises; provided, however, that any such person shall remain in such nonpublic areas only for the purposes and to the extent and time necessary to perform their job duties.~~

§ 37.5-706. [Ch. 37.5, Sec. 7.6] Specified prohibited areas.

- A. No person, including patrons and employees, who is on the premises of any Sexually Oriented Entertainment Business Establishment shall:
 - (1) Appear, be present, or perform while nude or seminude;
 - (2) Perform or conduct any specified sexual activity with or for any other person; or
 - (3) Perform or conduct any role-playing interaction with or for any other person.
- B. Straddle Dances shall be prohibited at all Sexually Oriented Entertainment Business Establishments.

- C. No massage and/or bodywork services, as regulated by Chapter 22, Article X, of the Bloomington City Code, shall be provided at any Sexually Oriented Entertainment Business Establishment.
- D. No alcoholic liquor shall be delivered, received, sold, purchased, provided, or consumed by any person at any Sexually Oriented Entertainment Business Establishment.
- ~~A. No person at any Sexually Oriented Entertainment Business Establishment shall appear, be present, or perform while nude. No Sexually Oriented Entertainment Business Establishment patron shall appear, be present, or perform while seminude.~~
- ~~B. No Sexually Oriented Entertainment Business Establishment employees or any other person at that any Sexually Oriented Entertainment Business Establishment shall perform or conduct any specified sexual activity with or for any Sexually Oriented Entertainment Business Establishment patron or any other Sexually Oriented Entertainment Business Establishment employee or any other person. No Sexually Oriented Entertainment Business Establishment patron or any other person at any Sexually Oriented Entertainment Business Establishment shall perform or conduct any specified sexual activity with or for any employee or any other Sexually Oriented Entertainment Business Establishment patron or any other person. No Sexually Oriented Entertainment Business Establishment employees or any other person at that any Sexually Oriented Entertainment Business Establishment shall perform or conduct any role playing interaction with or for any Sexually Oriented Entertainment Business Establishment patron or any other Sexually Oriented Entertainment Business Establishment employee or any other person.~~
- ~~C. Straddle Dances shall be prohibited at all Sexually Oriented Entertainment Business Establishments.~~
- ~~D. No massage therapy as regulated by Chapter 22, Article X, of the Bloomington City Code, 1960, as amended, shall be provided at any Sexually Oriented Entertainment Business Establishment.~~
- ~~E. No alcoholic liquor shall be delivered, received, sold, purchased, provided, or consumed by any person at any Sexually Oriented Entertainment Business Establishment. [Ord. No. 2002-24]~~

§ 37.5-707. [Ch. 37.5, Sec. 7.7] Exterior display prohibited. [Ord. No. 2002-24]

No Sexually Oriented Entertainment Business Establishment shall be maintained or operated in any manner that causes, creates, or allows public viewing of any explicit sexual material, or any entertainment depicting, describing, or relating to specified sexual activities or specified anatomical areas, from any sidewalk, public or private right-of-way, or any property other than a lot of which the licensed premises is located. No portion of the exterior of the Sexually Oriented Entertainment Business Establishment shall utilize or contain any flashing lights, searchlights, or spotlights, or any other similar lighting systems, or any words, lettering, photographs, silhouettes, drawings, or pictorial representations of any manner except to the extent specifically allowed pursuant to § 37.5-708 of this Ordinance with regards to signs. This section shall apply to any advertisement, display, promotional material, decoration, or sign; to any performance or show; and to any window, door, or other opening.

§ 37.5-708. [Ch. 37.5, Sec. 7.8] Sign limitations. [Ord. No. 2002-24]

All signs for Sexually Oriented Entertainment Business Establishments shall be flat wall signs. The maximum allowable sign area shall be one square foot of sign area per foot of lot frontage on a street, but in no event exceeding 32 square feet. The maximum number of signs shall be one per lot frontage. Signs otherwise permitted pursuant to this Ordinance shall contain only the name of the Sexually Oriented Entertainment Business Establishment and/or the specific type of Sexually Oriented Entertainment Business conducted on licensed premises. Temporary signs shall not be permitted in connection with any Sexually Oriented Entertainment Business Establishment.

§ 37.5-709. [Ch. 37.5, Sec. 7.9] Noise amplification outdoors. [Ord. No. 2002-24]

No loudspeakers or sound equipment audible beyond the licensed premises shall be used at any time.

§ 37.5-710. [Ch. 37.5, Sec. 7.10] Gambling and related devices prohibited. [Ord. No. 2002-24]

No sexually oriented entertainment business Establishment shall contain any video gaming terminals or amusement devices, as defined in Chapter 7 of the Bloomington City Code. ~~video pinball, slot, bagatelle, pigeonhole, pool, or any other games, machines, or implements.~~

§ 37.5-711. [Ch. 37.5, Sec. 7.11] Lighting. [Ord. No. 2002-24]

All areas of the sexually oriented entertainment business Establishment shall be equipped with ~~the~~ overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at a minimum illumination level of not less than one footcandle as measured at the floor level. ~~The~~ it shall be the duty/responsibility of the business operator and ~~their~~ the business operator's agents to ~~insure~~ ensure that the minimum illumination level required by this section is maintained at all times ~~that~~ when a patron is present on the premises.

§ 37.5-712. [Ch. 37.5, Sec. 7.12] Manager's station. [Ord. No. 2002-24]

Each sexually oriented entertainment business Establishment shall have one or more manager's stations. The interior of each sexually oriented entertainment business Establishment shall be configured in such a manner that there is either a direct ~~and/or~~ substantially unobstructed view from at least one manager's station to every part of the entire premises (except ~~restrooms~~ rest-rooms) of such Establishment to which any sexually oriented entertainment business Establishment patron is permitted access for any purpose. Where ~~the~~ a manager's station ~~will~~ does not have a clear view of the entire premises, the use of wide-angle mirrors or video systems shall be required to provide continuous monitoring of blind spots or remote parts of the premises (except ~~restrooms~~ rest-rooms).

§ 37.5-713. [Ch. 37.5, Sec. 7.13] Age limitations. [Ord. No. 2002-24]

No employee of a Sexually Oriented Entertainment Business Establishment shall be under the age of 18 years old.

ARTICLE VIII

Special Restrictions for Adult Video Arcades

§ 37.5-801. [Ch. 37.5, Sec. 8.1] Prohibited except in ~~an~~ adult media stores. [Ord. No. 2002-24]

Adult video arcades shall be prohibited in all adult sex business Establishments except adult

media stores.

§ 37.5-802. [Ch. 37.5, Sec. 8.2] Occupancy and prohibited acts. [Ord. No. 2002-24]

Only one individual shall occupy a video viewing booth at any one time. No individual occupying a video viewing booth shall engage in any specified sexual activities or damage or deface any portion of a video viewing booth.

§ 37.5-803. [Ch. 37.5, Sec. 8.3] Open booth requirement. [Ord. No. 2002-24]

In addition to satisfying the manager's station requirements of § 37.5-712 of this Ordinance, all adult media stores containing adult video arcades shall be physically arranged in such a manner that the entire interior portion of each video viewing~~video-viewing~~ booth shall be visible from the common continuous main aisle in the adult video arcade. To satisfy this requirement, there shall be a permanently open and unobstructed entrance way for each video viewing~~video-viewing~~ booth and for the entrance way from the area of the adult media store that provides other adult media to the area of the adult media store containing the adult video arcade. Each of these entrance ways shall not be capable of being closed or obstructed, entirely or partially, by any door, curtain, partition, drapes, or any other obstruction whatsoever that would be capable of wholly or partially obscuring the area of the adult media store containing video viewing~~video-viewing~~ booths or any person situated in a video viewing~~video-viewing~~ booth. It shall be unlawful to install video viewing booths within any sexually oriented entertainment business Establishment for the purpose of providing secluded viewing of hardcore~~hard-core~~ materials or live performances of specified sexual activities.

§ 37.5-804. [Ch. 37.5, Sec. 8.4] Aisle required. [Ord. No. 2002-24]

There shall be one continuous lighted main aisle adjacent to the entrance to each video viewing booth provided in any adult media store. Each person situated in a video viewing~~video-viewing~~ booth shall be visible at all times from said aisle.

§ 37.5-805. [Ch. 37.5, Sec. 8.5] Apertures prohibited. [Ord. No. 2002-24]

Except for the open entranceway to a video viewing~~video-viewing~~ booth, the walls and partitions of each video viewing~~video-viewing~~ booth shall be constructed and maintained as solid opaque walls or partitions without any apertures, holes, or openings that would facilitate specified sexual activity between persons on either side of such walls or partitions.

§ 37.5-806. [Ch. 37.5, Sec. 8.6] Sanitation required. [Ord. No. 2002-24]

The floors, seats, walls, and other interior portions of all video viewing~~video-viewing~~ booths shall be maintained clean and free from waste and bodily secretions. ~~P~~The presence of human excrement, urine, semen, or saliva in any such booth shall be evidence of improper maintenance and inadequate sanitary controls; ~~r~~Repeated instances of such conditions may justify its suspension, nonrenewal, or revocation of the owner and operator's license to conduct the sexually oriented entertainment business.

§ 37.5-807. [Ch. 37.5, Sec. 8.7] Sign required.

A sign shall be posted in a conspicuous place at or near the entrance way to each video viewing~~video-viewing~~ booth that states~~stating~~ that:

- A. Only one person is allowed in a video viewing~~video-viewing~~ booth ~~that~~at any one time;
- B. It is unlawful to engage in any specified sexual activities while in a video viewing~~video-viewing~~ booth; and
- C. It is unlawful to possess or consume any alcoholic liquor while in a video viewing~~video-viewing~~

viewing booth. [Ord. No. 2002-24]

§ 37.5-808. [Ch. 37.5, Sec. 8.8] Age limitations.

- A. No employee of an adult video arcade shall be under the age of 18 years old.
- B. No patron of an adult video arcade shall be under the age of 18 years old. [Ord. No. 2002-24]

**ARTICLE IX
Special Restrictions for Adult Cabarets**

§ 37.5-901. [Ch. 37.5, Sec. 9.1] Performance area. [Ord. No. 2002-24]

- A. The performance area of an Adult Cabaret shall be limited to one or more stages or platforms (Cabaret Stages) permanently anchored to the floor. Each Cabaret Stage shall:
 - (1) Be elevated above the level of, and separate from, the Adult Cabaret patron seating area by a minimum distance of 24 inches;
 - (2) Be separated by a minimum distance of 36 inches from all areas of the premises to which the adult cabaret patrons have access. A contiguous barrier at least 36 inches in height and located at least 36 inches from all points of each Cabaret Stage shall separate each Stage from all patron seating areas. No adult cabaret patron shall be allowed at any time on any Cabaret Stage; and
 - (3) Have a minimum area of 600 square feet with minimum dimensions of 20 feet by 30 feet.
- B. The business operator shall provide access for entertainers between the stage and the dressing rooms, which are completely separated from the patrons. If such a separate access is not physically feasible, the business operator shall provide a minimum three-foot wide walk aisle for entertainers between the dressing room area and the stage, with the railing, fence or other barrier separating the patrons and the entertainers capable of (and which results in) preventing any physical contact between patrons and entertainers of an adult cabaret.
- C. No entertainers either before, during or after performances, shall have physical contact with a patron and no patron shall have physical contact with any entertainer either before, during or after performances by such entertainer. This shall apply only to physical contact on the premises of the adult cabaret.

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~~any physical contact between patrons and entertainers of an adult cabaret. No entertainers either before, during or after performances, shall have physical contact with a patron and no patron shall have physical contact with any entertainer either before, during or after performances by such entertainer. This shall apply only to physical contact on the premises of the adult cabaret.~~

§ 37.5-902. [Ch. 37.5, Sec. 9.2] Lighting. [Ord. No. 2002-24]

Sufficient lighting shall be provided and equally distributed throughout the public areas of the adult cabaret so that all objects are plainly visible at all times. A minimal lighting of not less than 30 lux horizontal, measured that 30 inches above the floor and on ten-foot centers shall be maintained and all times for all areas of the adult cabaret where adult cabaret patrons are admitted.

§ 37.5-903. [Ch. 37.5, Sec. 9.3] Tipping. [Ord. No. 2002-24]

No adults cabaret patron shall offer, and no adult ~~and~~ cabaret employee having performed on any cabaret stage shall accept, ~~in any form of tip or gratuity offered directly or personally to the employee by the adult cabaret patron. Rather, a~~ All tips and gratuities to adult cabaret employees performing on any cabaret stage shall be placed into a receptacle provided for receipt of such tips and gratuities by the adult cabaret Establishment or shall be placed by the adult cabaret patron on the cabaret stage on which the adult cabaret employee is performing.

§ 37.5-904. [Ch. 37.5, Sec. 9.4] Notice of sign rules required. [Ord. No. 2002-24]

A sign, not to exceed two square feet in area, with letters at least one inch high, shall be conspicuously displayed on or adjacent to every ~~adult in every~~ stage stating the following:

THIS ADULT CABARET IS REGULATED BY THE CITY OF BLOOMINGTON,
ILLINOIS. NO ALCOHOLIC LIQUOR SHALL BE PERMITTED AT ANY TIME.

ENTERTAINERS ARE:

1. NOT PERMITTED TO ENGAGE IN ANY TYPE OF SEXUAL CONDUCT; AND
2. NOT PERMITTED TO ACCEPT ANY TIPS DIRECTLY OR PERSONALLY FROM PATRONS. ANY SUCH TIPS MUST BE PLACED INTO THE RECEPTACLE PROVIDED BY MANAGEMENT OR MUST BE PLACED DIRECTLY ON THE CABARET STAGE.

§ 37.5-905. [Ch. 37.5, Sec. 9.5] Age limitations.

- A. No employee of an adult cabaret shall be under the age of 18 years old.
- B. No patron of an adult cabaret shall be under the age of 18 years old. **[Ord. No. 2002-24]**

§ 37.5-906. [Ch. 37.5, Sec. 9.6] Security guards required.

Adult cabarets shall employ security guards in order to maintain public peace and safety, based upon the following standards:

- A. Adult cabarets ~~and~~ featuring live entertainment shows must provide at least one security guard at all times while the businesses is open. If the occupancy limit of the premises is greater than 35 persons, an additional security guard shall be on duty;
- B. Security guards shall be charged with preventing violations of law and enforcing compliance by patrons ~~of~~ in accordance with the requirements of this Ordinance;
- C. Security guards shall be uniformed in such a manner so as to be readily identifiable ~~as a~~

~~security guard by the public; until~~

- D. Security guards shall be duly licensed as ~~a security guard as~~ required by applicable provisions of State law; and
- E. No Security guard required pursuant to this section shall act as a door person, ticket seller, ticket taker, admitting person, or employee occupant of the manager's station while acting as a security guard. **[Ord. No. 2002-24]**

ARTICLE X Special Restrictions for Adult Theaters

§ 37.5-1001. [Ch. 37.5, Sec. 10.1] Seating. [Ord. No. 2002-24]

Each adult theater shall provide seating in individual chairs with arms or in seats separated from each other by immovable arms and not on couches, benches, or other multiple-person seating structures. The number of seats shall equal the maximum number of persons who may occupy the adult theater.

§ 37.5-1002. [Ch. 37.5, Sec. 10.2] Aisle required. [Ord. No. 2002-24]

Each adult theater shall have a continuous main aisle alongside the seating area in order that each person seated in the adult theater shall be visible at all times.

§ 37.5-1003. [Ch. 37.5, Sec. 10.3] Sign required. [Ord. No. 2002-24]

Each adult theater shall have a sign posted in a conspicuous place at or near each entrance way to the auditorium or similar area that lists the maximum number of persons ~~or that~~ may occupy the auditorium area, which number shall not exceed the number of seats in the auditorium area.

§ 37.5-1004. [Ch. 37.5, Sec. 10.4] Age limitations.

- A. No employee of an adult theater shall be under the age of 18 years old.
- B. No patron of an adult video theater shall be under the age of 18 years old. **[Ord. No. 2002-24]**

ARTICLE XI License Revocation, ~~or~~ Suspension, or Non-Renewal

§ 37.5-1101. [Ch. 37.5, Sec. 11.1] Grounds. [Amended 8-10-2020 by Ord. No. 2020-53]

- A. In addition to the imposition of fines provided in this Chapter, any Sexually Oriented Entertainment Business License may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or their designee, for any of the following reasons:
 - (1) Violation of any of the provisions of this Chapter or the provisions of the City Zoning Code applicable to Sexually Oriented Entertainment Business Establishments;
 - (2) The licensee:
 - (a) Knowingly or negligently furnished false or misleading information or withheld information on any application or other document submitted to the City for issuance or renewal of any sexually oriented entertainment business license; or

(b) Knowingly or negligently caused or suffered any other person to furnish or withhold any such information on the Licensee's behalf.

(3) Violation of any law occurring on the Establishment's premises committed by the Establishment or an employee of the Establishment;

(4) Violation of any law or state regulation regarding Sexually Oriented Entertainment Business licenses;

(5) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;

(6) Failure to provide current information regarding the ownership or location of the business;

(7) Failure to notify in writing the City Clerk Department and receive prior approval of a change in ownership as required by § 37.5-611; or

(8) The Licensee, or any other person, identified pursuant to § 37.5-606 of this Ordinance, becomes disqualified for the issuance of a sexually oriented entertainment business license at any time during the term of a license at issue.

B. For the administration of this section, the formal rules of evidence shall not apply at the hearing, and hearsay may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or their designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or their designee, after determining that a lawful reason exists to revoke, ~~or suspend~~, or not renew the license, shall also determine whether that lawful reason merits the sanction of a revocation, ~~or suspension~~, or nonrenewal of the license.

C. An Establishment whose sexually oriented entertainment business license has been revoked may not reapply for a new license until three years after the final determination of revocation.

~~Pursuant to the procedures of set forth in § 37.5-1103 of this Ordinance, the Economic & Community Development Director may direct the City Clerk to suspend for not more than 30 days, or revoke, any Sexually Oriented Entertainment Business License if the Economic & Community Development Director, based upon credible and reasonably reliable information and evidence, determines that any one or more of the following has occurred:~~

~~A. The Licensee has violated any of the provisions or requirements of this Ordinance or the sexually oriented entertainment business license issued pursuant here to, or the provisions of the City Zoning Code applicable to the licensed premises or to the sexually oriented entertainment businesses Establishment.~~

~~B. The licensee:~~

~~(1) Knowingly or negligently furnished false or misleading information or withheld information on any application or other document submitted to the City for issuance or renewal of any sexually oriented entertainment businesses license; or~~

~~(2) Knowingly or negligently caused or suffered any other person to furnish or withhold any such information the Licensee's behalf.~~

~~C. The Licensee has committed a felony or specified criminal act on the licensed premises.~~

~~D. The Licensee authorizes, approves, or, as a result of the Licensee's negligent failure to supervise the licensed premises or the sexually oriented entertainment businesses~~

~~Establishment, allows, a sexually oriented entertainment businesses employee and a sexually oriented entertainment business patron, or any other person to:~~

- ~~(1) Violate any of the provisions or requirements of this Ordinance or the provisions or requirements of the sexually oriented entertainment business license issued pursuant hereto; or~~
- ~~(2) Commit a felony or specified a criminal act on the licensed premises.~~

~~E. The Licensee, or any other person, identified pursuant to § 37.5-607C(1), (2) and (8) of this Ordinance becomes disqualified for the issuance of a sexually oriented entertainment businesses license at any time during the term of a license at issue. [Ord. No. 2017-96]~~

§ 37.5-1102. [Ch. 37.5, Sec. 11.2] Licensee's responsibility for employees. [Ord. No. 2002-24]

Every act or omission of whatsoever nature at the licensed premises constituting a violation of any of the provisions of this Ordinance by any officer, director, manager, agent or employee of any Sexually Oriented Entertainment Businesses shall be deemed and held to be an act of such licensee, and said licensee shall be punishable in the same manner as if said act or omission had been done or omitted by the licensee personally. Accordingly, any act or omission of any such persons constituting a violation of the provisions of this Ordinance shall be deemed, for purposes of determining whether the licensee's Sexually Oriented Entertainment Businesses License shall be issued, revoked, suspended, or renewed, to be an act or omission of the License.

§ 37.5-1103. [Ch. 37.5, Sec. 11.3] Procedure. [Amended 8-10-2020 by Ord. No. 2020-53]

A sexually oriented entertainment business Establishment license may be ~~a-suspended for not more than 30 days, or revoked, or not renewed~~ pursuant to the terms and conditions set forth herein.

- A. Notice. Upon determining that one or more of the grounds for suspension, ~~or revocation, or nonrenewal~~ under § 37.5-1101 of this Ordinance may exist, the City Clerk shall give the applicant written notice of such suspension, revocation, or nonrenewal. The City Clerk's notice of denial shall be delivered to the applicant's email address as provided in the application. The Sexually Oriented Entertainment Business License shall be deemed denied on the day that the notice of denial is sent electronically. ~~shall serve a written notice on the licensee in person or by certified U. S. mail, postage prepaid, a return receipt requested, addressed to the licensee's address as set forth in the licensee's application. A~~ The written notice must ~~shall~~ be at a minimum:

- (1) State that the ~~Economic & Community Development Director~~ City of Bloomington has determined that the sexually oriented entertainment business license may be subject to suspension, ~~or revocation, or nonrenewal~~ pursuant to Article XI of this Ordinance;
- (2) Identify the specific grounds for the ~~Economic & Community Development Director's~~ determination; and
- (3) Set a date for a hearing regarding the ~~Economic & Community Development Director's~~ determination as to the possibility of suspension, ~~or revocation, or nonrenewal~~ of the sexually oriented entertainment business license. The date of the hearing shall be no less than ~~five~~ 15 days after ~~service of the Economic & Community Development Director's notice is sent~~, unless an earlier or later date is agreed to by the licensee and the City Economic & Community Development Director.

- B. Suspension of sexually oriented entertainment business license due to unsanitary conditions. The ~~Economic & Community Development Director~~ City Manager, or their designee, may order the immediate suspension of a sexually oriented entertainment business license if the ~~City Economic & Community Development Director~~ finds, based upon specific and credible evidence, that a threat to public health exists by reason of unsanitary conditions which could lead to a spread of communicable disease. The ~~Economic & Community Development Director~~ City shall give the licensee a written notice, sent electronically, setting forth the reasons for the suspension. The suspension shall continue so long as the threat to public health continues unabated by the licensee. The licensee may request judicial review of the action of the ~~City Economic & Community Development Director~~.
- C. Hearing. The hearing shall be conducted by the ~~Economic & Community Development Director~~ City Manager, or their designee. Where such designation has been made, a hearing officer shall submit proposed findings and recommendations to the ~~Economic & Community Development Director~~ City Manager within seven days of the close of the hearing. At the hearing, the licensee may present and submit evidence and witnesses to refute the grounds cited by the ~~Economic & Community Development Director~~ City for suspending, or revoking, or not renewing the license, and the City and any other persons may submit evidence to sustain such grounds. The administrative record compiled on the sexually oriented entertainment business Establishment pursuant to § 37.5-1201 of this Ordinance shall be made a part of the hearing record. Within 14 days after the close of the hearing, the ~~Economic & Community Development Director~~ City Clerk shall, having considered the record made at the hearing, render a decision in writing, setting forth the reasons for the decision. The action taken by the ~~Economic & Community Development Director~~ City Clerk shall be final and shall be subject to judicial review. Provided, the ~~Economic & Community Development Director~~ may designate a hearing officer to schedule, convene and conduct the public hearing. In such case, the hearing officer shall have the same powers as the ~~Economic & Community Development Director~~ to conduct the hearing. Where such designation has been made, a hearing officer shall submit proposed findings and recommendations to the ~~Economic & Community Development Director~~ within seven days of the close of the hearing. Within 14 days after the close of the hearing, the ~~Economic & Community Development Director~~ shall, having considered the record made at the hearing, render a decision in writing, setting forth the reasons for the decision. The action taken by the ~~Economic & Community Development Director~~ shall be final and shall be subject to judicial review.
- D. Notice and effective date of suspension, or revocation, or nonrenewal. The City Clerk shall give the applicant written notice of such suspension, revocation, or nonrenewal, which includes the effective date. The City Clerk's notice shall be delivered to the applicant's email address as provided in the application. The ~~Economic & Community Development Director's~~ written decision shall be posted at Office of the City Clerk and shall be served by the City Clerk on the licensee in person or by certified U. S. mail, postage prepaid, return receipt requested, addressed to the licensee's address as set forth in the licensee's application. To permit the licensee the opportunity to obtain a judicial review, any suspension, or revocation, or nonrenewal, as the case may be, shall take effect on the 10th day following the date that the ~~Economic & Community Development Director's~~ written decision is delivered in person or three days after it is placed in the U. S. mail as provided in this paragraph. electronically.

~~E. —Surrender of License and Security: Upon the suspension or revocation of a sexually oriented entertainment business license pursuant to this Ordinance, the City Clerk shall take custody of the suspended or revoked license. [Ord. No. 2017-96]~~

ARTICLE XII

Record Keeping, Penalties, Nuisances, and Severability

§ 37.5-1201. [Ch. 37.5, Sec. 12.1] Administrative record. [Ord. No. 2002-24]

The City Clerk shall cause to be kept in the City Clerk's office an accurate record of every sexually oriented entertainment business license application received and acted on, together with all relevant information and material pertaining to such application, any sexually oriented entertainment business license issued pursuant thereto and any sexually oriented entertainment business Establishment operated pursuant to such sexually oriented entertainment business license.

§ 37.5-1202. [Ch. 37.5, Sec. 12.2] Record keeping by licensee.

- A. The licensee of every sexually oriented entertainment business Establishment shall maintain a register of all of its employees. For each such employee, the register shall include the following information:
 - (1) Legal name;
 - (2) Date of birth;
 - (3) Gender;
 - (4) Date of commencement of employment; and
 - (5) Date of employment termination, if applicable.
- B. The Register shall be maintained for all current employees and all employees employed at any time during the preceding 36 months. The Licensee shall make the Register of its sexually oriented entertainment business Establishment employees available for inspection by the City immediately upon demand at all reasonable times. **[Ord. No. 2002-24]**

§ 37.5-1203. [Ch. 37.5, Sec. 12.3] Penalty for violation. [Ord. No. 2002-24]

Any person who violates, neglect, refuses to comply with, or assists or participates in any way in the violation of any of the provisions or requirements of this Ordinance or of any of the provisions or requirements of any Sexually Oriented Entertainment Business License, upon conviction thereof, shall be fined not less than \$250 or more than \$3,000 for each offense. Each violation of this Ordinance may be grounds for revocation of any Sexually Oriented Entertainment Business License issued to any such Establishment by the City.

§ 37.5-1204. [Ch. 37.5, Sec. 12.4] Nuisance declared. [Ord. No. 2002-24]

Any sexually oriented entertainment business Establishment established, operated, or maintained in violation of any of the provisions or requirements of this Ordinance or of any sexually oriented entertainment business license shall be and the same is, declared to be unlawful and a public nuisance. The City may, in addition to or in lieu of any other remedies set forth in this Ordinance, commence an action to enjoin, remove, or abate such nuisance in the manner provided by law and shall take such other steps and apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such public nuisance, and restrain and enjoin any person from establishing, operating, or maintaining a sexually oriented

entertainment business Establishment contrary to the provisions of this Ordinance.

§ 37.5-1205. [Ch. 37.5, Sec. 12.5] Rules for computation of time. [Ord. No. 2002-24]

~~Unless otherwise specifically set a forth in this Ordinance, the time within which any act required by this Ordinance is to be done shall be computed by excluding the first day and including the last day, unless the last date is Saturday, Sunday or a federal or state holiday, in which case it shall also be excluded. If the day immediately following such a Saturday, Sunday, or holiday is also a Saturday, Sunday or holiday, such as succeeding day shall also be excluded.~~

§ 37.5-1206. [Ch. 37.5, Sec. 12.6] Severability. [Ord. No. 2002-24]

In the event that any provision of this Ordinance, or any part thereof, or any application thereof to any person or circumstance, is for any reason held to be unconstitutional or otherwise invalid or ineffective by any court of competent jurisdiction on its face or as applied, such holding shall not affect the validity or effectiveness of any of the remaining provisions of this Ordinance, or any part thereof, or any application thereof to any person or circumstance or of said provision as applied to any other person or circumstance. It is hereby declared to be the legislative intent of the City that this Ordinance would have been adopted had such unconstitutional, invalid, or ineffective provisions not been included herein.

SCHEDULE OF FEES – EFFECTIVE JUNE 20, 2025

The following fees are applicable for the respective licenses and fees required under the City Code of the City of Bloomington, Illinois, or as otherwise established by law.

(Reference to the related Chapter-Section of the City Code is listed with the Fee)

HEALTH AND SANITATION (CHAPTER 22)

C. Massage or Bodywork Establishments and Massage Services

1. ~~Filing of Application and Fee—Massage Establishment:~~ ~~\$25 per quarter year~~
\$100.00 (22-1004(A))1003
2. Annual License Fee: \$250.00 (22-1003(A))
3. Investigation Fee: Determined by City Contract Fee (22-1008(D))
2. ~~Filing of Application and Fee—Masseur or Masseurse~~
 - (a) ~~Original Application Fee:~~ ~~\$25.00 (22-1007)~~
 - (b) ~~Renewal Fee:~~ ~~\$10.00 (22-1007)~~

SEXUALLY ORIENTED ENTERTAINMENT BUSINESSES (CHAPTER 37.5)

A. Sexually Oriented Entertainment Business

1. ~~Administrative Processing~~Application Fee: ~~\$250~~100.00 (37.5-606(A))(37.5-607(B))
2. ~~Annual License Renewal~~ Fee: ~~\$250.00 (37.5-607(BA))~~
3. Investigation Fee: Determined by City Contract Fee (37.5-608(A))