

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
AUGUST 11, 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, AUGUST 11, 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**
- 6. Public Hearings**
 - A. Public Hearing on a Proposal Requesting the Vacation of West Elm Street, between South Center Street and South Main Street, as requested by the Development Services Department. (*Recommended Motion: None; Presentation and Public Hearing Only.*) (*Presentation by Kelly Pfeifer, Development Services Director, 3 minutes.*)
- 7. 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.
- 8. 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 on Approving the July 14, 2025 Regular City Council Meeting Minutes, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,571,087.56, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
 - C. Consideration and Action on a Resolution Approving (1) the Purchase of one Caterpillar 430-07 Backhoe from Altorfer Cat, in the Amount of \$227,729; and (2) Declaring a 2013 Caterpillar 430fit Backhoe (Unit 851) Surplus and Authorizing the Trade-In for a Credit of \$27,500, for a Total Net Cost of \$200,229, as requested by

the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

- D. Consideration and Action on (1) a Resolution Approving a Contract with Union Roofing Co., Inc., for Lincoln Leisure Center Roof Replacement (Bid #2026-01), in the Amount of \$323,170; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, for the Capital Improvement Fund, to utilize reserves, in the Amount of \$323,170, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution and Ordinance be approved.)*
- E. Consideration and Action on (1) a Resolution Approving an Agreement with Otto Baum Company, Inc., for Police Department Garage T-Beam Repairs, in an Amount Not to Exceed \$249,900; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, for the Capital Improvement Fund, to utilize reserves, in the Amount of \$249,900, as requested by the Public Works Department and the Police Department. *(Recommended Motion: The proposed Resolution and Ordinance be approved.)*
- F. Consideration and Action on a Resolution Approving an Agreement with All City Management Services, Inc. (RFP #2026-03), for Crossing Guard Services for Two School Year Terms from August 2025 to June 2027, with an Option for Three Additional Years Based Upon Performance and Need Each Year in an Amount of \$281,350 for the First Two Year Term and \$145,580, \$150,633, and \$155,891 in the Three Optional Years, for a Possible Total Amount of \$733,454, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*
- G. Consideration and Action on a Resolution Approving the Acceptance of a Grant from the Illinois Housing Development Authority Home Repair & Accessibility Program Round 2, as requested by the Department of Community Impact & Enhancement. *(Recommended Motion: The proposed Resolution be approved.)*
- H. Consideration and Action on a Resolution Approving an Agreement between the Illinois State University Hockey Club and Team and the City of Bloomington Parks and Recreation Department for the Use of Locker Room Space at the Bloomington Ice Center, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and Action on a Resolution to Approve Additional Excess Workers Compensation Insurance Premium Owed to Arthur J. Gallagher, for Fiscal Year 2025, in the Amount of \$49,262, as requested by the Human Resources Department. *(Recommended Motion: The proposed Resolution be approved.)*
- J. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, to Increase the Community Development Budget Due to Approved Lead Program and Community Development Block Grant Funding, in the Amount of \$1,135,157.55, as requested by the Department of Community Impact & Enhancement. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and Action on an Application from the City of Bloomington, d/b/a Bloomington Ice Center, to be located at 201 S. Roosevelt Ave., Requesting

Approval of the Creation of a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

- L. Consideration and Action on an Application from Fiesta Ranchera of Illinois, Inc., d/b/a Fiesta Ranchera No. 3, to be located at 604 IAA Dr., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*
- M. Consideration and Action on an Application from 8 Bit II, Inc., d/b/a 8 Bit Arcade Bar, to be located at 217 W. Jefferson St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*
- N. Consideration and Action on an Application from Casper Brewing Company, LLC, located at 3803 & 3807 Ballybunion Rd., Requesting Approval of a Change in Ownership for their Class TBPS (Tavern, Beer & Wine Only, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

9. Regular Agenda

- A. Consideration and Action on an Ordinance Approving the Vacation of the Portion of West Elm Street, between South Center Street and South Main Street, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kelly Pfeifer, Development Services Director, 3 minutes; and City Council Discussion, 5 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

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



PUBLIC HEARINGS ITEM NO. 6.A.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: Ward 6

SUBJECT: Public Hearing on a Proposal Requesting the Vacation of West Elm Street, between South Center Street and South Main Street, as requested by the Development Services Department.

RECOMMENDED MOTION: None; Presentation and Public Hearing Only.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3d. Expanded retail businesses

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: At the recommendation of City staff, the Applicant seeks Vacation of the portion of West Elm Street, between South Center Street and South Main Street, to facilitate redevelopment of the Developer's adjacent properties. The vacation would only occur should the developer be able to move forward with this project, and this item gives them the ability to move forward with necessary – and costly – design work to see if the project is feasible. Should the project move forward, the market value of the vacation (\$85,535.03) would be proposed as an incentive as part of a future redevelopment agreement to be considered by the City Council. Other than the IDOT-controlled right-of-way of South Center Street and South Main Street, the Developer is the owner of all properties adjacent to the portion of West Elm Street being requested for vacation.

City Code Chapter 24, Attachment 1 ([Street and Alley Vacation Policy](#)) requires that the **City Council hold a public hearing prior to the passage of any ordinance vacating any street or alley**. City policy allows Vacation of a street or alley when it is determined that both such right-of-way is not needed presently or in the future for public access and that such vacation advances the public good. The policy is available online [here](#).

All of the following policies should be met prior to the vacation of a street or alley.

- *The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.*
 - The vacation of West Elm Street will allow redevelopment of currently vacant properties that are adjacent to a frequently traveled corridor in south Bloomington.**The policy is met.**
- *The right-of-way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant,*

related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to the adjacent or nearby property owners and the City's willingness to assume liability for the same.

- The only utilities within the street right-of-way are those serving the currently vacant business, owned by the Applicant, which will be demolished with the proposed redevelopment. All sign-off letters from the local utilities have been received. The portion of the street requested for vacation has limited traffic as it does not continue to the east and only continues one block to the west so traffic impact will be minimal. **The policy is met.**
- *The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses.*
 - Vacating the street will not have a significant adverse effect. The limited number of drivers that would use this street would only need to divert one block to the south. **The policy is met.**
- *Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated.*
 - This street does not serve a park, open space, or natural/man-made attraction. The street vacation will not negatively impact views. **The policy is met.**

Staff finds that the West Elm Street vacation is for the public good and will allow for the redevelopment of multiple infill properties along the South Main Street corridor and recommends approval of the vacation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the public hearing was published in *The Pantagraph* on July 23, 2025. Notices were also sent by certified mail to the adjoining property owners and local utility providers.

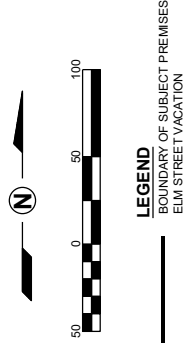
FINANCIAL IMPACT: No immediate net impact: the Applicant will reimburse the City for the fair market value of the land. However, Vacation will allow the redevelopment of currently vacant commercial properties which may result in future increases in property tax base and sales tax.

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

[DSD 1B - Proposed Vacation Plat](#)
[DSD 1C Legal Affidavit of Posting](#)
[DSD 1D Utility Sign-offs](#)



LEGEND
BOUNDARY OF SUBJECT PREMISES
ELM STREET VACATION



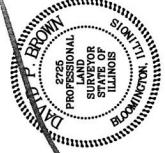
Legal Description

All of Elm Street 50 feet wide right of way in Miller, Foster and Others Addition to the City of Bloomington, in the NW 1/4 of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, bounded on the north by the south line of Block 14 in said Miller, Foster and Others Addition; bounded on the south by the north line of Block 15 in said Miller, Foster and Others Addition; bounded on the east by the west line of Main Street as extended between Block 14 and Block 15 in said Miller, Foster and Others Addition; and bounded on the west by the east line of Center Street as extended between Block 14 and Block 15 in said Miller, Foster and Others Addition.

Surveyor's Certificate

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that to the best of my knowledge and belief the plat shown herein is an accurate representation of public street right of way to be vacated prepared under my direction.

07/25/2025 Date
David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expires 11/30/2026



AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Edmar Corachia, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Pantagraph, a newspaper printed and published in the City of Bloomington, County of McLean, State of Illinois, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Jul. 23, 2025

NOTICE ID: IN1SW6NZuflyNGOYfDfX

PUBLISHER ID: COL-8001372

NOTICE NAME: W Elm Vacation Hearing at Council

Publication Fee: 139.72

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Edmar Corachia

(Signed)

VERIFICATION

State of Florida
County of Orange



PAMELA BAEZ
Notary Public - State of Florida

Commission # HH 186700
Expires on October 14, 2025

Subscribed in my presence and sworn to before me on this: 07/24/2025

A handwritten signature in blue ink, appearing to read "Pamela Baez".

Notary Public
Notarized remotely online using communication technology via Proof.

CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bloomington City Council will hold a public hearing in person in the Government Center Boardroom, 4th Floor, Room #400, 115 E. Washington St., at 6:00 P.M. on Monday, August 11, 2025, on a request submitted by Kenneth & Angela Clem (707 S. Main St. and 801 S. Main St.) for approval of the vacation of W. Elm St., between S. Center St. and S. Main St. Those wishing to provide testimony must appear in person or by a duly authorized agent or attorney. The meeting packet will be available prior to the hearing on the City's website www.bloomingtonil.gov. Questions may be directed to (309) 434-2486 or 115 E. Washington St., Ste 201. 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 or mhurt@city-blm.org.
7/23 COL-8001372

June 13, 2025

ATT

Subject: W Elm Street Public Street Vacation (S Center Street to S Main Street)
JULIE Dig #X251401872
Bloomington, IL

Please check the appropriate box, sign and date, and return to the City of Bloomington within 21 days of the date of this letter. If the City does not receive this executed document by the referenced date, it will be assumed that ATT has no facilities in the subject area and does not object to the vacation.

☒ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, ATT has no facilities within the street right-of-way and therefore has no objection to the vacation.

☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, ATT does have facilities within the street right-of-way but has no objection to the street vacation with an appropriately sized easement over said facilities.

☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, ATT does have facilities within the street right-of-way and objects to the vacation.

Vanessa Ross

Signature

Vanessa Ross

Name

vf2021@att.com

Email Address

Lead Network Proj/Prog Manager

Title

6/19/2025

Date

*****Once executed, please email to PLANNING@CITYBLM.ORG*****

June 13, 2025

Comcast Cable
688 Industrial Drive
Elmhurst, IL 60126

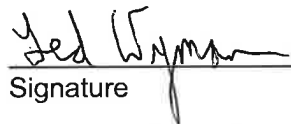
Subject: W Elm Street Public Street Vacation (S Center Street to S Main Street)
JULIE Dig #X251401872
Bloomington, IL

Please check the appropriate box, sign and date, and return to the City of Bloomington within 21 days of the date of this letter. If the City does not receive this executed document by the referenced date, it will be assumed that Comcast Cable has no facilities in the subject area and does not object to the vacation.

☒ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Comcast Cable has no facilities within the street right-of-way and therefore has no objection to the vacation.

☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Comcast Cable does have facilities within the street right-of-way but has no objection to the street vacation with an appropriately sized easement over said facilities.

☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Comcast Cable does have facilities within the street right-of-way and objects to the vacation.



Signature

TED WYMAN

Name

TED_WYMAN@COMCAST.COM

Email Address

RIGHT-OF-WAY ENGINEER

Title

6-24-25

Date

*****Once executed, please email to PLANNING@CITYBLM.ORG*****

June 13, 2025

Frontier Communications
109 E. Market Street
Bloomington, IL 61701

Subject: W Elm Street Public Street Vacation (S Center Street to S Main Street)
JULIE Dig #X251401872
Bloomington, IL

Please check the appropriate box, sign and date, and return to the City of Bloomington within 21 days of the date of this letter. If the City does not receive this executed document by the referenced date, it will be assumed that Frontier Communications has no facilities in the subject area and does not object to the vacation.

☒ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Frontier Communications has no facilities within the street right-of-way and therefore has no objection to the vacation.

☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Frontier Communications does have facilities within the street right-of-way but has no objection to the street vacation with an appropriately sized easement over said facilities.

☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Frontier Communications does have facilities within the street right-of-way and objects to the vacation.



Signature

FRONTIER NORTH INC

Name

adam.r.gangloff@ftr.com

Email Address

OSP ENGINEER

Title

06/20/2025

Date

*****Once executed, please email to PLANNING@CITYBLM.ORG*****



Planning & Zoning Division

June 12, 2025

Nicor Gas Company

Subject: W Elm Street Public Street Vacation (S Center Street to S Main Street)
JULIE Dig #X251401872
NICOR # SC26226
Bloomington, IL

Please check the appropriate box, sign and date, and return to the City of Bloomington within 21 days of the date of this letter. If the City does not receive this executed document by the referenced date, it will be assumed that Nicor Gas Company has no facilities in the subject area and does not object to the vacation.

☒ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Nicor Gas Company has no facilities within the street right-of-way and therefore has no objection to the vacation.

☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Nicor Gas Company does have facilities within the street right-of-way but has no objection to the street vacation with an appropriately sized easement over said facilities.

☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Nicor Gas Company does have facilities within the street right-of-way and objects to the vacation.

Signature

Matthew H. Erickson

Name

merickson@southernco.com

Email Address

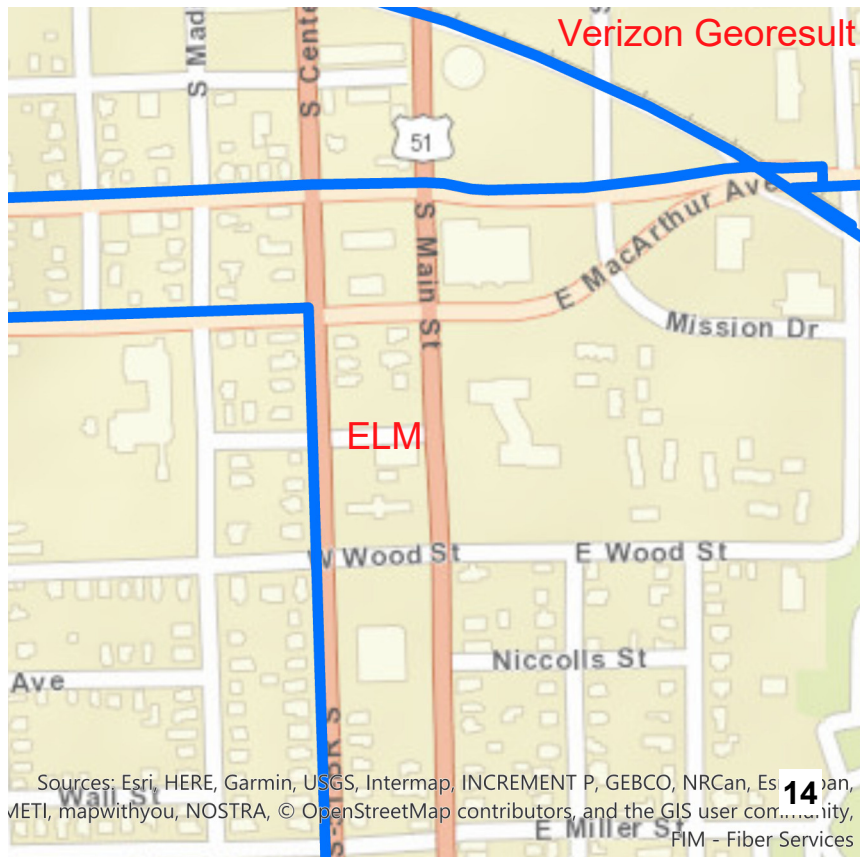
Supervisor Lead Management

Title

6/13/2025

Date

*****Once executed, please email to PLANNING@CITYBLM.ORG*****



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, GEBCO, NRCAN, Esri, and others. 14
METI, mapwithyou, NOSTRA, © OpenStreetMap contributors, and the GIS user community.
FIM - Fiber Services



Start reply with:

Thank you for the information.

Thank you very much for the information.

Thank you!

Steven,

DoIT/ICN does not have any facilities in the area of the attached reference map. Our fiber runs along the south side of W MacArthur Ave from the north at Main St. We are a State agency but separate from IDOT, who has jurisdiction of US51.

Thank you.

Sarah Burk | Fiber Network Operations
Illinois Century Network / www.illinois.net
Department of Innovation & Technology
Desk: (217) 785-5080 | Mobile: (217) 299-1187
Sarah.Burk@illinois.gov | www.DoIT.illinois.gov

From: Steve Law <slaw@cityblm.org>
Sent: Thursday, May 22, 2025 11:35 AM
To: Burk, Sarah <Sarah.Burk@illinois.gov>
Subject: [External] W Elm Street Vacation

Ms. Burk,

Regarding JULIE Dig #X251401872:

We are potentially vacating W Elm Street between Center Street and Main Street (see attached) and are intending to send a letter to each utility for sign-off. Please verify if you do or do not have facilities within the area to be vacated. This will help guide whether an easement will need to remain. If applicable, please also provide any easement (or other) requirements upon your utility.

Above is my stock request of the utilities. Is there anything else I should know about what may be needed on your end since the road being vacated is adjacent and between two IDOT streets?

Please let me know if you have any questions.

Steven J. Law, P.E.
Senior Civil Engineer

RE: W Elm Street Vacation



Lori Kemper <Lori.Kemper@metronet.com>
To: Debora Blen Umana; Steve Law

Retention Policy Mailbox Retention (3 years)

This sender Lori.Kemper@metronet.com is from outside your organization.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Start your reply all with:

[Ok, thank you.](#)

[Yes, I agree.](#)

[Ok, thanks.](#)

[Feedback](#)

We shouldn't have any objections with this vacate.

Thank you.

Right-click or tap and hold here to download pictures. To help protect your privacy...

Lori Kemper

Metronet | Project Coordinator

Office: 812-213-1050

Lori.kemper@metronet.com

3701 Communications Way | Evansville, IN

From: Debora Blen Umana <Debora.BlenUmana@metronet.com>

Sent: Wednesday, June 18, 2025 7:40 AM

To: Steve Law <slaw@cityblm.org>

Cc: Lori Kemper <Lori.Kemper@metronet.com>

Subject: RE: W Elm Street Vacation

Steve,

We always provide the fiber we have near the area even if it doesn't fall right in your area for a thorough reply to you.

The blue line is aerial fiber attached to poles that we have near your area but doesn't fall right within.

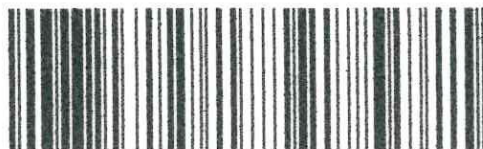
If you have further questions, please reach out.

Thank you.

CERTIFIED MAIL

17

CITY OF
Bloomington ILLINOIS



91 7108 2133 3935 4510 8236

PLANNING & COMMUNITY DEVELOPMENT
3157
WASHINGTON ST.
BLOOMINGTON, IL 61702-3157

Nicor Gas Company
1844 Ferry Road
Naperville, IL 60563

CERTIFIED MAIL

CITY OF
Bloomington ILLINOIS



91 7108 2133 3935 4510 8205

PLANNING & COMMUNITY DEVELOPMENT
3157
WASHINGTON ST.
BLOOMINGTON, IL 61702-3157

Ameren Illinois
501 E. Lafayette St.
Bloomington, IL 61701

June 13, 2025

Ameren Illinois
501 E. Lafayette Street
Bloomington, IL 61701

Subject: W Elm Street Public Street Vacation (S Center Street to S Main Street)
JULIE Dig #X251401872
Bloomington, IL

Please check the appropriate box, sign and date, and return to the City of Bloomington within 21 days of the date of this letter. If the City does not receive this executed document by the referenced date, it will be assumed that Ameren Illinois has no facilities in the subject area and does not object to the vacation.

- ☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Ameren Illinois has no facilities within the street right-of-way and therefore has no objection to the vacation.
- ☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Ameren Illinois does have facilities within the street right-of-way but has no objection to the street vacation with an appropriately sized easement over said facilities.
- ☐ Upon review of the proposed public street vacation of W Elm Street, between S Center Street and S Main Street, Ameren Illinois does have facilities within the street right-of-way and objects to the vacation.

Signature

Name

Email Address

Title

Date

*****Once executed, please email to PLANNING@CITYBLM.ORG*****

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ameren Illinois
501 E. Lafayette St.
Bloomington, IL 61701



9590 9402 8962 4064 3511 41

2. Article Number (Transfer from service label)

9489 0178 9820 3014 6726 33

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®

☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

Mail
Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

From: Ed Andrews
Sent: Wednesday, July 23, 2025 6:02 PM
To: Steve Law; Richard Bernard
Cc: Jim Karch; Kelly Pfeifer
Subject: Re: Elm Street Vacation Signoff

Importance: High

Steve,

Yes, we are good.

Thanks,
Ed

Ed Andrews, PE
Water Department Director
Phone: 309-434-2551
Cell: 309-229-7214
Email: eandrews@cityblm.org
603 W. Division St
Bloomington, IL 61701

From: Steve Law <slaw@CityBlm.org>
Sent: Wednesday, July 23, 2025 4:29 PM
To: Ed Andrews <eandrews@CityBlm.org>; Richard Bernard <rbernard@CityBlm.org>
Cc: Jim Karch <jkarch@CityBlm.org>; Kelly Pfeifer <kpfeifer@CityBlm.org>
Subject: RE: Elm Street Vacation Signoff

Ed/Richard,

I am working on this council memo and need to include our utility signoff. May I consider this as no exceptions from Water as to the Elm Street vacation?

Steven J. Law, P.E.
Senior Civil Engineer
City of Bloomington
115 E Washington St
Bloomington, Illinois 61701
(309)434-2225, Fax (309)434-2201
slaw@cityblm.org

From: Jim Karch
Sent: Friday, July 18, 2025 9:33 AM
To: Steve Law; Ed Andrews
Cc: Kelly Pfeifer
Subject: Re: Elm Street Vacation Signoff

No objection for Engineering.

Jim Karch, PE MPA
Engineering Director
Engineering Department
Phone: 309-434-2385
jkarch@cityblm.org
PO Box 3157
Bloomington, IL 61702-3157

From: Steve Law <slaw@cityblm.org>
Sent: Friday, July 18, 2025 9:25 AM
To: Ed Andrews <eandrews@CityBlm.org>
Cc: Jim Karch <jkarch@CityBlm.org>; Kelly Pfeifer <kpfeifer@CityBlm.org>
Subject: Elm Street Vacation Signoff

We have received a request to vacate West Elm Street between South Center Street and South Main Street. Attached is a drawing which references the subject area. Please confirm that the City has no facilities within the referenced street ROW and therefore has no objection to the vacation.

Ed - please confirm there is no objection and reply all.

Jim - after Ed responds, please do the same.

I will include the email signoffs with the other utility signoffs in the council memo.

Steven J. Law, P.E.
Senior Civil Engineer
City of Bloomington
115 E Washington St
Bloomington, Illinois 61701
(309)434-2225, Fax (309)434-2201
slaw@cityblm.org



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the July 14, 2025 Regular City Council Meeting Minutes , 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, JULY 14, 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
Micheal 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. Proclamation for Park and Recreation Month, as requested by the Administration Department.

Eric Veal, Parks & Recreation Department Director, accepted the proclamation and recognized multiple Department staff present. Jill Eichholz, Program Manager, listed a variety of additional programs and events the Department would host to celebrate in addition to the standard programming.

Item 5.B. Proclamation Recognizing the City of Bloomington as the First City in Illinois to Become a Partner in Peace with the Center for Prevention of Abuse, as requested by the Administration Department.

Carol Merna, CEO of the Center for Prevention of Abuse, accepted the Proclamation. She emphasized the importance of the City's certification as a Partner in Peace, highlighting their comprehensive training in human trafficking awareness and prevention, and praised the City for setting an example for other municipalities in addressing this critical issue.

Public Comment

Mayor Brady read a public comment statement of procedure. Renee Nestler provided emailed public comment and Chris Taylor spoke in-person.

Public Hearing

Item 7.A. Public Hearing for the Program Year 2024 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Department of Community Impact & Enhancement.

Mayor Brady opened the Public Hearing at 6:14 P.M.

Cordaryl Patrick, Community Impact & Enhancement Director, presented the Community Development Block Grant ("CDBG") Program Report for Program Year 2024. He noted that the City spent over \$700,000 in CDBG funds, completed 13 affordable housing units (including 3 lead-related, 3 emergency repairs, and 7 general rehabilitations), installed one sewer and water service, and completed sidewalk improvements impacting 1,300 residents (1,100 of whom are low to moderate income). He stated that 84% of the projects were in regeneration and preservation areas, with 69% specifically in the most challenged neighborhood. Director Patrick highlighted the following community partnerships and services: 233 community members served by Home Sweet Home Ministry Outreach Program, 655 served by West Bloomington Revitalization Project, 284 served by Partners for Community's recycling furniture program, and 129 served by KTV financial services. He stated that over 80 community members with housing choice vouchers participated in career training. He then broke down spending by category: 52% on housing rehab, 3% on new affordable housing support, 12% on public services, 23% on public facility infrastructure activities, and 7% on housing, legal services, and community planning. He noted that 69% of CDBG funds in program year 24 went towards housing rehab, and the city was starting the process for program year 2025.

Mayor Brady opened the floor for public testimony. No one came forward.

Council Member Ward asked if any CDBG funds were spent on demolishing derelict housing. Director Patrick confirmed that one or two properties had been demolished, primarily for Habitat for Humanity to prepare lots for new homes. She then inquired about the status of cataloging houses, and he explained that staff were in the process of cleaning up a list of homes, verifying each property's status, and determining which were candidates for demolition or rehabilitation. He anticipated bringing recommendations to the Council in 45 days or so.

Council Member Scott asked about potential federal cuts to Illinois Department of Housing & Urban Development ("HUD") and the CDBG grant, specifically inquiring whether these cuts would affect the City's work. Director Patrick stated that the City had already received its entitlement funds of about \$700,000 for Program Year 2025, ensuring work could continue for the next 12 months. He stressed that future funding would depend on federal decisions.

Mayor Brady closed the Public Hearing at 6:28 P.M.

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 Straza made a motion, seconded by Council Member Hendricks, to approve the Consent Agenda as presented with the exception of Item 8.K.

Item 8.A. Consideration and Action to Approve the Minutes of the June 9, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$13,625,484.83, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on a Resolution (1) Approving the Purchase of Seven (7) Trucks for the Public Works and Water Departments from Morrow Brothers Ford, Inc., in the Amount of \$406,571; and (2) Declaring that the Replaced Units (Unit W09, a 2016 Ford F150;

Unit LB20, a 2016 Ford F150; Unit W07, a 2012 Ford F150; Unit WMR2, a 2015 Ford Transit Connect; Unit W03, a 2015 Ford Transit Connect; Unit WMR1, a 2015 Ford Transit Connect; and Unit 850, a 2006 Ford F150) are Surplus and Grant Staff the Authority to Dispose of Said Units at Auction, as requested by the Public Works Department and the Water Department.

RESOLUTION NO. 2025 – 124

A RESOLUTION (1) APPROVING THE PURCHASE OF SEVEN (7) TRUCKS FOR THE PUBLIC WORKS AND WATER DEPARTMENTS FROM MORROW BROTHERS FORD, INC., IN THE AMOUNT OF \$406,571; AND (2) DECLARING THAT THE REPLACED UNITS (UNIT W09, A 2016 FORD F150; UNIT LB20, A 2016 FORD F150; UNIT W07, A 2012 FORD F150; UNIT WMR2, A 2015 FORD TRANSIT CONNECT; UNIT W03, A 2015 FORD TRANSIT CONNECT; UNIT WMR1, A 2015 FORD TRANSIT CONNECT; AND UNIT 850, A 2006 FORD F150) ARE SURPLUS AND GRANT STAFF THE AUTHORITY TO DISPOSE OF SAID UNITS AT AUCTION

Item 8.D. Consideration and Action on a Resolution Approving a Contract with Ray O'Herron, Inc., for Police Uniform Shirts and Pants, in an Amount Not to Exceed \$114,000, as requested by the Police Department.

RESOLUTION NO. 2025 – 125

A RESOLUTION APPROVING A CONTRACT WITH RAY O'HERRON, INC., FOR POLICE UNIFORM SHIRTS AND PANTS, IN AN AMOUNT NOT TO EXCEED \$114,000

Item 8.E. Consideration and Action on the Resolution Approving an Intergovernmental Agreement between the City of Bloomington, The Town of Normal, The County of McLean, and the Illinois State University Police Department for eCourt, an Electronic Court Case Management System, as requested by the Police Department.

RESOLUTION NO. 2025 – 126

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL, THE COUNTY OF MCLEAN, AND THE ILLINOIS STATE UNIVERSITY POLICE DEPARTMENT FOR ECOURT, AN ELECTRONIC COURT CASE MANAGEMENT SYSTEM

Item 8.F. Consideration and Action for a Resolution Approving a Change Order (Purchase Order #20250720) with Public Safety Direct, Inc., for Additional Vehicle Upfitting, in the Amount of \$24,345, as requested by the Police Department.

RESOLUTION NO. 2025 – 127

A RESOLUTION APPROVING A CHANGE ORDER (PURCHASE ORDER #20250720) WITH PUBLIC SAFETY DIRECT, INC., FOR ADDITIONAL VEHICLE UPFITTING, IN THE AMOUNT OF \$24,345

Item 8.G. Consideration and Action to Approve the Collective Bargaining Agreement for Police Benevolent and Protective Association (PBPA) representing Police Sergeants and Lieutenants, as requested by the Human Resources Department.

Item 8.H. Consideration and Action to Approve the Collective Bargaining Agreement for Local 699 AFSCME - Library Staff, as requested by the Bloomington Public Library.

Item 8.I. Consideration and action for a Resolution Approving a Unit Price Agreement with Compass Minerals America, Inc., for Bulk Rock Salt (Bid #2025-45), and Granting Authority for Purchase in Fiscal Year 2026, as requested by the Public Works Department.

RESOLUTION NO. 2025 – 128

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH COMPASS MINERALS AMERICA, INC., FOR BULK ROCK SALT (BID #2025-45), AND GRANTING AUTHORITY FOR PURCHASE IN FISCAL YEAR 2026

Item 8.J. Consideration and Action to Approve 1) a Motor Fuel Tax ("MFT") Resolution for Improvement Under the Illinois Highway Code to Allocate State MFT Funds for Street Lighting Electrical Energy and Rental Charges Through the Fiscal Year 2026 MFT General Maintenance Program, for the Period of May 1, 2025, to April 30, 2026, in the Amount of \$500,000; and 2) a Resolution Approving the Local Public Agency General Maintenance Estimate of Maintenance Costs to Allocate State MFT Funds for Street Lighting Electrical Energy and Rental Charges Through the Fiscal Year 2026 MFT General Maintenance Program, for the Period of May 1, 2025, to April 30, 2026, in the Amount of \$500,000, as requested by the Engineering Department. (Recommended Motion: The proposed MFT Resolution and City Resolution be approved.)

RESOLUTION NO. 2025 – 129

A MOTOR FUEL TAX ("MFT") RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE TO ALLOCATE STATE MFT FUNDS FOR STREET LIGHTING ELECTRICAL ENERGY AND RENTAL CHARGES THROUGH THE FISCAL YEAR 2026 MFT GENERAL MAINTENANCE PROGRAM, FOR THE PERIOD OF MAY 1, 2025, TO APRIL 30, 2026, IN THE AMOUNT OF \$500,000

RESOLUTION NO. 2025 – 130

A RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY GENERAL MAINTENANCE ESTIMATE OF MAINTENANCE COSTS TO ALLOCATE STATE MFT FUNDS FOR STREET LIGHTING ELECTRICAL ENERGY AND RENTAL CHARGES THROUGH THE FISCAL YEAR 2026 MFT GENERAL MAINTENANCE PROGRAM, FOR THE PERIOD OF MAY 1, 2025, TO APRIL 30, 2026, IN THE AMOUNT OF \$500,000

Item 8.K. was removed from the Consent Agenda by Council Member Hendricks.

Item 8.L. Consideration and Action on an Application from MCO QSR, Inc., d/b/a Froth & Fork, located at 712 S. Eldorado Rd., Requesting Approval of a Change in Ownership and a Change in Classification to add Sunday Sales to create a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 8.M. Consideration and Action on an Application from Dixon Entertainment Group, LLC, d/b/a Six Strings Club, located at 525 N. Center St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

Item Removed from Consent Agenda

The following item was removed from the Consent Agenda by Council Member Hendricks:

Item 8.K. Consideration and Action on a Resolution Authorizing the Approval of the Proposal from Walker Consultants, for Ongoing Monthly Inspections and Hazard Mitigation Design at the Market Parking Garage (RFQ #2025-32), in an Amount Not to Exceed \$80,200, as requested by the Public Works Department.

Council Member Danenberger acknowledged his Ward's frustration with the building and asked staff for an update on the property.

City Manager Jurgens explained that the Market Street Garage continued to deteriorate, and this Item would increase inspections to monthly inspections and some repairs to keep it open. He anticipated the garage would remain operational into 2026, while working with Connect Transit to develop a new Downtown Transfer Station with public parking spaces.

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

Council Member Ward expressed opposition to spending another \$80,000 on the Market Street Garage. She suggested exploring alternative options.

Council Member Hendricks and City Manager Jurgens discussed what would result if the item was denied. Manager Jurgens noted that the \$80,000 was just for the initial design and inspections, and that the repair work would likely exceed six figures. Deputy City Manager Sue McLaughlin noted the garage was currently under quarterly inspections and that it was deteriorating faster than anticipated.

Council Member Montney confirmed with Administration staff that 250 parking spaces were currently leased. They then discussed how the revenue generated contributed towards maintenance, but did not cover full maintenance costs. Council Member Montney questioned the value of the investment. She was not supportive of continuing to invest in the Market Street Garage. Manager Jurgens explained that the goal was to keep the garage open until early 2026 when they hoped to have an agreement with Connect Transit, as well as other parking options available. He noted the City did not have site control of alternative parking spaces near the 250 existing leased spots.

Council Member Lee and Senior Deputy City Manager Billy Tyus discussed how most of the leases were month-to-month, but that one lease group was part of a redevelopment agreement. Council Member Lee and Manager Jurgens discussed potential alternatives. Council Member Lee confirmed with Manager McLaughlin that the garage would not close during repairs.

Mayor Brady asked about the City's responsibilities regarding the increasing presence of unsheltered individuals around the Market Street Garage. Manager Jurgens explained that if unsheltered individuals were blocking sidewalks or the Garage, the City would ask them to relocate. However, he noted legal constraints existed and had to be followed.

Manager McLaughlin noted the Downtown Streetscape would add to parking issues, but that staff were currently working through those as well.

Mayor Brady directed the Clerk to call roll:

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

NAYES: Montney, Straza, Ward

Motion carried.

RESOLUTION NO. 2025 – 131

A RESOLUTION AUTHORIZING THE APPROVAL OF THE PROPOSAL FROM WALKER CONSULTANTS, FOR ONGOING MONTHLY INSPECTIONS AND HAZARD MITIGATION DESIGN AT THE MARKET PARKING GARAGE (RFQ #2025-32), IN AN AMOUNT NOT TO EXCEED \$80,200

Regular Agenda

The following Item was presented:

Item 9.A. Consideration and Action on 1) a Resolution Approving an Agreement with Stark Excavating, Inc., for the Construction of the North Main Street Streetscape Project, in the Amount of \$13,179,900; 2) a Resolution Approving the First Amendment to the FY 2026 Utility Maintenance Project (Bid #2025-46) Agreement with George Gildner, Inc., in the Amount of \$550,000; 3) a Resolution Approving an Agreement with Crawford, Murphy & Tilly, Inc., for Professional Services Associated with the Streetscape Project, in an Amount Not to Exceed \$195,200; 4) a Resolution Approving an Amendment to a Prior Agreement for Professional Services, in the Amount of \$14,500, and a New Agreement for Additional Professional Services, in an Amount Not to Exceed \$32,000, Both with Crawford, Murphy & Tilly, Inc., for Lead Service Line Replacement within the Streetscape Project; and (5) An Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of \$10,301,270.75 for the General Fund, \$12,300,873.25 for the Capital Improvement Fund, and \$264,236.37 for the Sanitary Sewer Fund, as requested by the Engineering Department and the Administration Department.

Manager Jurgens introduced the Item noting that when Streetscape had last come before Council in May, staff had recommended rejecting the bid so that staff could work with the lowest bidder to find a more reasonable scope and contract price. He thanked staff and the contractor, Stark Excavating, for their collaborative efforts in finding a solution.

Manager Tyus presented the Downtown Streetscape project, emphasizing its multi-year, multi-phase nature aimed at transforming Downtown Bloomington. He highlighted key project features including narrowed streets, widened sidewalks, outdoor dining spaces, and gathering areas. He shared that the project is 76% infrastructure-focused, involving water main work, lead service line removal, fiber installation, and storm water drainage improvements. After the initial bid came in at \$18.6 million, staff negotiated with Stark Excavating to reduce costs by \$4.8 million through various strategies like scope adjustments and in-house labor. The project will be funded through a \$2 million State grant, \$1.6 million in enterprise funds, and \$10.3 million from reserves, with the local cost being only \$177,000 more than originally estimated. Manager Tyus emphasized extensive public input with the project website receiving 62,000 views, and outlined a phased implementation from 2025 to 2027. He discussed a decision to be made later on a bike lane versus additional parking options and how community outreach would be achieved.

Jim Karch, Engineering Director, noted the City would hold a public meeting on Thursday, July 31, 2025 to gather community input on the bike lane vs. parking decision. He added that a decision did not need to be made until the spring of 2026.

Council Member Mosley asked about fiber conduit's impact on business owners. Manager Tyus confirmed it would not directly impact businesses but would provide an opportunity for private fiber connections. He noted the original fiber conduit estimate was \$330,000, and that it had been decided to remove it from the project as some private fiber already existed.

Council Member Hendricks thanked staff for their work emphasizing that 76% of the plan was critical infrastructure, not luxury. He stressed the importance of ADA accessibility, sidewalk improvements, and replacing century-old pipes noting the project would provide generational benefits. He also highlighted the need for clear communication with Downtown businesses about parking and project impacts on businesses.

Council Member Montney inquired about the value of in-house labor directed toward the project. Manager Tyus explained the in-house labor value was \$700,000 with an additional \$1 million saved on construction observation. She expressed concern about potential impacts on other City work and deferred maintenance. She requested a comprehensive inventory of accumulated maintenance costs and suggested stopping new initiatives to assess the full scope of deferred maintenance across the City. She also asked about an alternative paving technique (thermo inlay) and requested clarification on the definition of infrastructure.

Mike Sewell with Crawford, Murphy, & Tilly, Inc. (CMT) confirmed that infrastructure included water mains, lead service lines, storm water drainage, road work, and street repairs. He stated that they had investigated pavers and traditional concrete, but found no cost savings, and believed that the clay pavers were a superior product in terms of longevity, color retention, and creating the desired Downtown aesthetic.

Council Member Montney expressed discomfort with the project noting that while she wanted to support it, she believed there could have been additional opportunities for cost containment. She highlighted the backlog of other City maintenance needs.

Council Member Ward made a motion, seconded by Council Member Mosley, to extend the Council Discussion time by 10 minutes.

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

Council Member Ward expressed strong support for the project emphasizing that nearly three-quarters of the project was infrastructure-related. She highlighted the critical need to address sewer work and its impact on neighborhoods west of the City. She stressed that most of the project involved essential infrastructure work that should have been done already.

Council Member Straza echoed the importance of the project's infrastructure focus. He acknowledged the high cost, but stressed the need to address long-standing infrastructure issues particularly in light of the catastrophic flooding in 2021. He expressed a desire to move forward and make up for lost time.

Council Member Montney agreed with previous comments, but emphasized the need for the same level of passion and detailed understanding of the City's deferred maintenance costs across all areas.

Council Member Lee supported Montney's concerns sharing that he recently met with a neighborhood association to discuss sinking sewers and potential sinkhole risks. He stressed the importance of not forgetting other areas' infrastructure needs while focusing on the Downtown project.

Mayor Brady and Director Karch discussed City staff responsibility in the project and a tentative timeline. Mr. Sewell stated that City staff would likely complete work at the end of each phase of the project.

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

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2025 - 132

A RESOLUTION APPROVING AN AGREEMENT WITH STARK EXCAVATING, INC., FOR THE CONSTRUCTION OF THE NORTH MAIN STREET STREETScape PROJECT, IN THE AMOUNT OF \$13,179,900

RESOLUTION NO. 2025 - 133

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FY 2026 UTILITY MAINTENANCE PROJECT (BID #2025-46) AGREEMENT WITH GEORGE GILDNER, INC., IN THE AMOUNT OF \$550,000

RESOLUTION NO. 2025 - 134

A RESOLUTION APPROVING AN AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE STREETScape PROJECT, IN AN AMOUNT NOT TO EXCEED \$195,200

RESOLUTION NO. 2025 - 135

A RESOLUTION APPROVING AN AMENDMENT TO A PRIOR AGREEMENT FOR PROFESSIONAL SERVICES, IN THE AMOUNT OF \$14,500, AND A NEW AGREEMENT FOR ADDITIONAL PROFESSIONAL SERVICES, IN AN AMOUNT NOT TO EXCEED \$32,000, BOTH WITH CRAWFORD, MURPHY & TILLY, INC., FOR LEAD SERVICE LINE REPLACEMENT WITHIN THE STREETScape PROJECT

ORDINANCE NO. 2025 - 044

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, IN THE AMOUNT OF \$10,301,270.75 FOR THE GENERAL FUND, \$12,300,873.25 FOR THE CAPITAL IMPROVEMENT FUND, AND \$264,236.37 FOR THE SANITARY SEWER FUND

City Manager's Discussion

City Manager Jurgens reported on the emergency demolition of a historic church building located at 411 East Mulberry, which collapsed unexpectedly. He had to authorize an emergency contract with Stark Excavating to address safety concerns noting potentially high cleanup costs. He also shared the building's historical significance mentioning conversations had with the son of a former minister who grew up in the church. He then highlighted the successful 4th of July celebration at Miller Park with 11,300 visitors and over 80 automobiles at the car show. He provided updates on the Hamilton Road project, water upgrades, and filter replacements, and ended by thanking the Center for Prevention of Abuse for training 474 City employees on human trafficking.

Mayor's Discussion

Mayor Brady highlighted several recent community events including the July 9, 2025 street dedication for Dr. Charles Morris Junior; the July 10, 2025 groundbreaking for the Home

Sweet Home Mission Bridge Project for housing unsheltered; and a ride-along he'd taken with the Police Department on July 12, 2025. He noted the eye-opening experience he had in observing the prevalence of mental health issues in police calls. He thanked the dedicated public servants that serve the community and praised the Police Department for their work.

Council Members' Discussion

Council Member Ward praised the community's enthusiasm for the O'Neil Aquatic Center and highlighted new playground equipment on the north side of White Oak Park. She encouraged people to attend the upcoming popsicle event at White Oak Park.

Executive Session

Council Member Hendricks made a motion, seconded by Council Member Straza, to enter into Executive Session per Section 2(c)(21) OF 5 ILCS 120 to review Executive Session Minutes.

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

Council entered into Executive Session at 7:32 P.M.

Adjournment

Council returned to Open Session at 7:36 P.M.

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

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

The meeting adjourned at 7:38 P.M.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$9,571,087.56, 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 \$9,571,087.56 (Payroll total \$3,469,035.48, Accounts Payable total \$5,844,765.20, Bank Transfers total \$70,588.88, and Procurement Card Purchases total \$186,698).

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
7/25/2025	\$ 2,821,084.26	\$ 647,972.25	\$ 3,469,056.51

Off Cycle Adjustments	\$	(19.30)	\$	(1.73)	\$	(21.03)
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PAYROLL TOTAL	\$	3,469,035.48
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS
8/11/2025	AP General	\$ 5,712,668.83	6/03/2025-7/01/2025 \$ 186,698.00
8/11/2025	AP JMScott	\$ -	
8/11/2025	AP Comm Devel	\$ 355.92	
8/11/2025	AP IHDA	\$ 25,364.00	
8/11/2025	AP Library	\$ 63,993.52	
8/11/2025	AP MFT	\$ 3,756.43	
7/24/2025-7/31/2025	Out of Cycle AP	\$ 38,626.50	
7/21/2025-8/04/2025	AP Bank Transfers	\$ 70,588.88	
AP TOTAL	\$	5,915,354.08	PCARD TOTAL \$ 186,698.00

GRAND TOTAL	\$	9,571,087.56
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving (1) the Purchase of one Caterpillar 430-07 Backhoe from Altorfer Cat, in the Amount of \$227,729; and (2) Declaring a 2013 Caterpillar 430fit Backhoe (Unit 851) Surplus and Authorizing the Trade-In for a Credit of \$27,500, for a Total Net Cost of \$200,229, as requested by the Public Works 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 Public Works Department is recommending the approval of the purchase of one (1) Caterpillar 430-07 Backhoe from Altorfer Cat of East Peoria, Illinois, using the Sourcewell Contract (011723-CAT, exp. 4/14/27), in the amount of \$227,729 less trade-in credit of \$27,500 for 2013 Caterpillar 430FIT (Unit 851) for a net cost of \$200,229.

The Storm Water Division of Public Works currently has a 2019 Caterpillar 430FIT that is six years old, which will have over 5,000 hours when the new unit arrives. The maintenance cost to date is \$26,424.78. Recent issues with this Unit have included hydraulic hoses and fittings, outrigger pads, steering, tires, ride control, brakes, and extendahoe bushings.

The current Unit, Unit S54, is used daily in the sewer cleaning program in problem areas of the City. The Unit is also used for emergency sewer main repairs when there are backups in citizens' homes caused by unexpected City main issues, manhole replacements, storm drains, and pipe repairs for the City's camera truck as part of the sewer inspection program. It is equipped with a concrete breaker and snowplow.

Seeking to maintain consistency, focus on efficiency, and leverage the operational experience of staff, Public Works is recommending the purchase of a Caterpillar brand backhoe. The City owns Caterpillar brand equipment in several departments, staff are familiar with their operation, existing City-owned attachments are interchangeable with the proposed model, and Fleet stocks replacement and repair parts.

Staff requests that the replaced Unit S54 be moved to the Parks and Recreation Department to replace a 2013 Caterpillar 430FIT (Unit 851). This Unit is 12 years old and has 5,802 hours of use. Recent issues with Unit 851 include outrigger pads, hydraulic hoses and cylinder, steering cylinder, engine drive belt, joystick, batteries, lights, ride control, and brakes. Staff requests that Unit 851 be declared surplus and be traded-in on the purchase for a credit of

\$27,500.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase one Caterpillar 430-07 Backhoe from Altorfer Cat, in the amount of \$227,729; and trade-in Unit 851 for a Credit of \$27,500, for a Total Net Cost of \$200,229. This item is included in the FY 2026 Budget at \$286,000 and will be purchased from the Storm Water Fund-Capital Outlay Equipment Other Than Office account (53103100-72140). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 103 and 160.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 1B Resolution](#)

[PW 1C Resolution - Exhibit A](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING (1) THE PURCHASE OF ONE CATERPILLAR 430-07 BACKHOE FROM ALTORFER CAT, IN THE AMOUNT OF \$227,729; AND (2) DECLARING A 2013 CATERPILLAR 430FIT BACKHOE (UNIT 851) SURPLUS AND AUTHORIZING THE TRADE-IN FOR A CREDIT OF \$27,500, FOR A TOTAL NET COST OF \$200,229

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of one (1) Caterpillar 430-07 Backhoe ("PURCHASE"), in the amount of \$196,900; and

WHEREAS, the detailed quote is attached (Exhibit A); and

WHEREAS, the Public Works-Storm Water Division budgeted for one (1) Caterpillar backhoe in Fiscal Year 2026; and

WHEREAS, the one (1) Caterpillar 430FIT Backhoe is being declared surplus and utilized for a trade-in credit of \$27,500 as the backhoe has reached the end of the unit's useful and recommended life cycle, either in years or mileage; and

WHEREAS, the PURCHASE is for one (1) Caterpillar 430-07 Backhoe from Altorfer Cat, in the amount of \$ 227,729 and trade-in credit of \$27,500 for one (1) 2013 Caterpillar 430FIT Backhoe that is surplus for a total net cost of \$200,229; and

WHEREAS, the PURCHASE is necessary to support the City's operational needs for Storm Water activities for the Public Works Department; and

WHEREAS, with the Sourcewell Joint Purchasing Contract #011723, the total cost of the PURCHASE is \$200,229, including the listed options in the proposal; and

WHEREAS, the backhoe is in the FY26 Budget, and the City Council finds it in the best interest of the City to approve the Purchase and the current Unit 851 be declared surplus and authorize its trade-in.

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 current Unit 851 is hereby declared surplus property. City Staff are authorized to trade-in said unit as a credit toward the purchase.

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

PASSED this 11th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBT A

Revised on July 25th, 2025

City of Bloomington – Public Works
109 E Olive St.
Bloomington, IL 61701

Attention: City of Bloomington – Public Works

We are pleased to provide the following proposal for your review:

One (1) New CAT® 430-07 Backhoe Loader

Includes the following standard equipment and options:

Sound Suppressed, ROPS/FOPS Cab
Air Conditioner & Heater/ Defroster
CAT Comfort Air Suspension, Heated Fabric Seat
Front & Rear Window Wipers/ Washers
Four Head Lights, Four Rear Flood Lights
Hazard Flashers, Turn Signals, Stop & Taillights
Front Tires: Michelin 340/80R18, Directional
Rear Tires: Michelin 500/70-24 Directional
1,015 lbs. Counterweight
Integrated Tool Carrier (IT) Interface
Return-To-Dig and Self-Leveling Controls
CAT Owner's Maintenance Manual
GROTE 360 LED Strobe Light & Brush Guard
JRB Front Coupler Installed
JRB 1.25 MP Bucket Installed
JRB HydroElectric Conversion Kit Installed
JA Auto Lube System Installed

CAT C3.6 Electronic Turbo-Intercooled T4F Engine
2WD/4WD Auto Shift Transmission & 4 Wheel Braking
120V Engine Heater
Two Maintenance Free 880 CCA Batteries
Flip-Over Stabilizer Pads
Six-Function Backhoe Hydraulics
16' Extendible Stick (E-Stick)
Combined Function Auxiliary Hydraulics
AM/FM Bluetooth Radio
CAT Product Link Ready
CAT Hydraulic Pin-Grabber Quick Coupler
CAT Ride Control System
CAT Operator Face Fan
CAT H80S Hammer, Bracket, Lines & Cone Tip
CAT Hammer Resting Cup
CAT 24" 8.5 ft³ Toothed Trenching Bucket
Werk-Brau 48" Ditching & Grading Bucket
Werk-Brau 24" Pavement Removal Bucket

Equipment Protection Plan (EPP):

60-Month / 5,000 Hour Premier EPP

60-Month / 5,000 Hour Level 4 Premium CSA with 500 SMH Intervals (see agreement for details).

Availability:

Approximately Q4 of 2025 or Q1 of 2026 due to configuration & third-party options.

City of Bloomington – Public Works Sourcewell Price: **\$ 227,729**

Less Trade-In 2013 CAT 430F IT (Serial # RGS00319 @ approx. 5,800hrs): **\$ -27,500**

City of Bloomington – Public Works Net Sourcewell Price: **\$ 200,229**



Pursuant to Awarded Contract # 011723-CAT with Maturity Date of 4/14/2027:



City of Bloomington
109 E Olive St
Bloomington, IL 61701-5219

ID# 25014

Great news—your organization is already a Sourcewell member! Using the ID number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the vendor you wish to purchase from.

Altorfer CAT and Sourcewell Pricing Breakdown:

	CAT 430-07
List Price	\$215,496.00
Less Sourcewell Discount 22%	-\$47,410.00
Subtotal	\$168,086.00
Additional Net Charges*	\$91,927.00
Additional Altorfer Discount	-\$32,451.00
Less 2013 430F IT Trade-In	-\$27,500.00
Net Purchase Price	\$200,062.00

***Additional Net Charges Include the Following:**

60-Month / 5,000 Hours Premier Extended Protection Plan
60-Month / 5,000 Hours Level 4 Premium CAT Service Agreement (CSA)
Freight to End User
Set-Up / Assembly (Pre-Delivery Inspection, Machine Calibration and Configuring of Worktools)
Werk-Brau 48" Ditching & Grading Bucket sourced and shipped
Werk-Brau 24" Pavement Removal Bucket sourced and shipped
CAT 24" 8.5 ft³ Toothed Trenching Bucket
CAT H80S Hammer, Lines, Bracket, Cone Tip and Hammer Rest Cup installed
CAT Operator Face Fan installed
CAT Owner's Maintenance Manual
JRB Front Coupler Conversion and 1.25 yd³ MP Bucket installed
JA AutoLube System installed
Grote 360 LED Strobe Light w/ Brush Guard installed

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,



Brian Goudie

Machine Sales Representative - Altorfer CAT
309-824-8701 | brian.goudie@altorfer.com



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: Ward 1 and City-Wide Impact

SUBJECT: Consideration and Action on (1) a Resolution Approving a Contract with Union Roofing Co., Inc., for Lincoln Leisure Center Roof Replacement (Bid #2026-01), in the Amount of \$323,170; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, for the Capital Improvement Fund, to utilize reserves, in the Amount of \$323,170, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution and Ordinance 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: The Lincoln Leisure Center, formerly District 87 Abraham Lincoln Elementary School, is a programmed recreation center for the community. The two-story building consists of a lounge, gymnasium, and nine classrooms. The Parks and Recreation Department runs multiple programs out of the Lincoln Leisure Center, including crafts, sports, and dance. The Center is home to the Special Opportunities Available in Recreation ("SOAR") Division of the Parks and Recreation Department. SOAR is a community therapeutic recreation program that serves individuals ages 4 and up whose recreational needs are not met by traditional recreational programs. After the Parks and Recreation Department programs are accounted for, the facility is available for rental to the public.

Through the Architectural and Engineering Professional Services RFQ #2025-32, Dewberry Engineers ("Dewberry") was selected to provide plans, bid documents, specifications, and construction oversight for the project. Dewberry provided said plans, bid documents, and specifications to the City's satisfaction, and Bid # 2026-01 was released on May 16, 2025, on the eProcurement platform, *OpenGov* and in *The Pantagraph*.

Four vendors submitted bids: (1) Union Roofing Co., Inc., in amount of \$323,170; (2) Kreiling Roofing Company, in amount of \$357,599; (3) Henson Robinson Company, in amount of \$391,671; and (4) L. Marshall, Inc., in amount of \$496,000. City Staff are recommending Union Roofing Co., Inc. as the lowest responsive and responsible bidder, and was the only local bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The request for bids was released on Friday, May 16, 2025 through the *OpenGov* portal and published in *The Pantagraph*.

FINANCIAL IMPACT: If approved, the City will enter into a contract with Union Roofing Co., Inc., in the amount of \$323,170. If the budget amendment is approved, this will be paid from the Capital Improvement Fund-Buildings account (40100100-72520). Stakeholders can locate the Capital Improvement Fund Budget in the FY 2026 Budget Book titled “Other Funds & Capital Improvement” beginning on page 83. Details regarding the account codes for the budget amendment are located in Exhibit A.

Respectfully submitted for consideration.

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

ATTACHMENTS:

[P&R 1B Resolution](#)

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

[P&R 1D Ordinance](#)

[P&R 1E Ordinance Exhibit A](#)

[P&R 1F Evaluation Tabulation](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CONTRACT WITH UNION ROOFING CO., INC., FOR LINCOLN LEISURE CENTER ROOF REPLACEMENT IN THE AMOUNT OF \$323,170

WHEREAS, subject to the provisions of the City Code, City staff are recommending that a contract with Union Roofing Co., Inc., be approved for the Lincoln Leisure Center Roof Replacement (Exhibit A), in the amount of \$323,170; and

WHEREAS, the Lincoln Leisure Center Roof Replacement requires work to replace the existing roof and membrane that has exceeded its useful life; and

WHEREAS, Union Roofing Co., Inc., was the lowest responsible and responsive bidder; and

WHEREAS, the Lincoln Leisure Center is the home of Special Opportunities Available in Recreation (SOAR) and is highly used by the Parks and Recreation Department as well as the community; and

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

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 Contract, 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 11th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
Union Roofing Co., Inc.

FOR

Lincoln Leisure Center Roof Replacement

THIS AGREEMENT, dated this 18 day of July, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Union Roofing Co., 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:

Bid # 2026 - 01 Lincoln Leisure Center Roof Replacement (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:

Union Roofing Co., Inc.
Doug Hoselton
410 N Division
Chenoa, IL 61726
doug@unionroofing.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

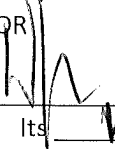
IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR
By:  _____
Its  _____

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Lincoln Leisure Center Roof Replacement per specifications and drawings provide in Bid # 2026-01.

EXHIBIT B
COSTS/FEES

Fees of \$323,170 to be paid to Union Roofing Co., Inc. per bid # 2026-01

ORDINANCE NO. 2025 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, FOR THE CAPITAL IMPROVEMENT FUND, TO UTILIZE
RESERVES, IN THE AMOUNT OF \$323,170**

WHEREAS, on April 14, 2025, by Ordinance No. 2025-029, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 16, 2025; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget for the Capital Improvement Fund, to utilize reserves for the Lincoln Leisure Center Roof Replacement, in the Amount of \$323,170, as requested by the Parks & Recreation and Finance Departments.

**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. Ordinance No. 2025-029 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2026) is hereby amended by inserting the following line items and amounts presented in Exhibit A and in the appropriate place in said Ordinances.

SECTION 3. Except as provided for herein, Ordinance No. 2025-029 shall remain in full force and effect.

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

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

SECTION 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 11th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

FY 2026 Budget Amendment - Exhibit A

Account #	Fund	Account Description	Amount
40100100-40000	Capital Improvement	Use of Fund Balance	\$ (323,170.00)
40100100-72520	Capital Improvement	Buildings	\$ 323,170.00
Net Transaction:			\$ -



City of Bloomington
Legal
Chris Spanos, Corporate Council
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION
ITB - PLA No. Bid #2026-01
Lincoln Leisure Center Roof Replacement
RESPONSE DEADLINE: June 5, 2025 at 10:00 am
Report Generated: Tuesday, August 5, 2025

BID #2026-01 - LINCOLN LEISURE CENTER ROOF REPLACEMENT

Base Bid

Bid #2026-01 - Lincoln Leisure Center Roof Replacement					Henson Robinson Company		Kreiling Roofing Company		L. Marshall, Inc.		Union Roofing Co., Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Replace any rusted or otherwise damaged metal roof deck.	1	Sq Yd of Patch	\$391,671.00	\$391,671.00	\$357,599.00	\$357,599.00	\$496,000.00	\$496,000.00	\$323,170.00	\$323,170.00
Total						\$391,671.00		\$357,599.00		\$496,000.00		\$323,170.00



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on (1) a Resolution Approving an Agreement with Otto Baum Company, Inc., for Police Department Garage T-Beam Repairs, in an Amount Not to Exceed \$249,900; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, for the Capital Improvement Fund, to utilize reserves, in the Amount of \$249,900, as requested by the Public Works Department and the Police Department.

RECOMMENDED MOTION: The proposed Resolution and Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

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

BACKGROUND: The Bloomington Police Department parking deck is over twenty-five years old and, like all parking garage structures, requires regular maintenance and repairs to keep it safe and operational. The last repairs, completed in 2020, included minor structural repairs, joint sealing, and waterproofing. No repairs to the garage have been made since then. Over the past year, leaks started developing through the top level, and in March, a T-Beam rapidly deteriorated to the point that shoring was necessary.

Walker Consultants assisted with the shoring design and performed an evaluation of the entire structure. Sealant, waterproofing, and some minor structural issues were discovered, which will need to be addressed within a year. Due to the severity of the failed T-Beam, Walker Consultants recommended immediate repairs. Plans and specifications for the T-Beam repair were bid, and two bids were received. The bids are summarized in the following table, and a complete bid tabulation is attached. The Local Preference Purchasing Policy did not affect this bid, as the local vendor's bid was considerably higher than the low bid.

VENDOR	LOCATION	TOTAL BID	LOCAL PREFERENCE ADJUSTMENT	LOCAL PREFERENCE BID
Otto Baum Company, Inc.	Morton, IL	\$ 249,900	\$0.00	\$249,900
P.J. Hoerr, Inc.	Normal, IL	\$ 548,900	\$16,467	\$532,433

Although the low bid is higher than the estimated cost of \$150,000, the staff still recommends award. Even though it's shored, the T-Beam continues to deteriorate, posing a safety issue for staff and the public. Repairs will also allow police staff to resume use of the parking spaces currently blocked by shoring. The higher-than-anticipated bid could also be a result of the specified December 31st completion date. This requires the contractor to acquire materials quickly and perform much of the construction during less-than-favorable weather conditions. In addition, the ongoing construction in the Bloomington-Normal area has affected material and labor availability, which also impacts costs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The project was advertised in *The Pantagraph* and *OpenGov* on July 7, 2025. A Pre-bid meeting was held on July 9, 2025, at 10:00 AM.

FINANCIAL IMPACT: If approved, the City will execute an Agreement with Otto Baum Company, Inc., in an amount not to exceed \$249,900. If the budget amendment is approved, this will be paid from the Capital Improvement Fund-Buildings account (40100100-72520). Stakeholders can locate the Capital Improvement Fund Budget in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" beginning on page 83. Details regarding the account codes for the budget amendment are located in Ordinance Exhibit A.

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[PW 2B Resolution](#)

[PW 2C Resolution - Exhibit A - Agreement](#)

[PW 2D Ordinance](#)

[PW 2E Ordinance - Exhibit A](#)

[PW 2D PD Garage T-Beam Bid Tab](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH OTTO BAUM, INC., FOR POLICE DEPARTMENT GARAGE T-BEAM REPAIRS, IN AN AMOUNT NOT TO EXCEED \$249,900

WHEREAS, subject to the provisions of the City Code, City staff are recommending the approval of an agreement with Otto Baum, Inc. (Exhibit A), for Police Department Garage T-Beam repairs ("PROJECT"), in an amount not to exceed \$249,900; and

WHEREAS, the PROJECT consists of work necessary to repair the Police Department Garage; and

WHEREAS, the Garage is necessary for Police Department operations; and

WHEREAS, the Garage is over 25 years old and requires ongoing maintenance and repairs to remain safe and operational; 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 Proposal, and any other necessary documents.

PASSED this 11th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Otto Baum Company, Inc.

FOR
PD Garage Double Tee Stem Immediate Repairs

THIS AGREEMENT, dated this ____ day of August, 2022⁵ is between the City of Bloomington, IL (hereinafter "CITY") and Otto Baum Company, 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:

BPD Garage Double Tee Stem Immediate Repairs - Bid#2026-07 (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:

Otto Baum Company, Inc.
Terry L. Baum
866 N. Main St
Morton, IL 61550
terrybaum@ottobaum.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk



VENDOR Otto Baum Company, Inc.

By: _____
Its Terry L. Baum - President

By: _____
Its Jedd Rocke - Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

OVERVIEW

The City of Bloomington proposes to contract parking garage repairs at the Police Department located at 305 S. East Street. The work includes repairing a failed tee stem, sealing joints, traffic topping installation, and other related repairs.

Completion Date

All work under this contract shall have a completion date of no later than January 31, 2026.

Other terms and conditions as outlined in the Procurement Documents

EXHIBIT B
COSTS/FEES

Base Bid	\$227,182.00
Contingency	\$ 22,718.00
Total Bid	\$249,900.00

ORDINANCE NO. 2025 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, FOR THE CAPITAL IMPROVEMENT FUND, TO UTILIZE
RESERVES, IN THE AMOUNT OF \$249,900**

WHEREAS, on April 14, 2025, by Ordinance No. 2025-029, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, which Ordinance was approved by Mayor Mboka Mwilambwe on April 14, 2025; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget for the Capital Improvement Fund, to utilize reserves for the Police Department Garage T-Beam Repairs, in the Amount of \$249,900, as requested by the Public Works and Finance Departments.

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. Ordinance No. 2025-029 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2026) is hereby amended by inserting the following line items and amounts presented in Exhibit A and in the appropriate place in said Ordinances.

SECTION 3. Except as provided for herein, Ordinance No. 2025-029 shall remain in full force and effect.

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

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

SECTION 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 11th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

FY 2026 Budget Amendment - Exhibit A

Account #	Fund	Account Description	Amount
40100100-40000	Capital Improvement	Use of Fund Balance	\$ (249,900.00)
40100100-72520	Capital Improvement	Buildings	\$ 249,900.00
Net Transaction:			\$ -



EVALUATION TABULATION
ITB - PLA No. 2026-07
BLOOMINGTON POLICE DEPARTMENT GARAGE DOUBLE TEE STEM – IMMEDIATE REPAIRS 2025
RESPONSE DEADLINE: July 24, 2025 at 2:00 pm
Report Generated: Friday, July 25, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Otto Baum Company, Inc.	\$249,900.00
P.J. Hoerr, Inc.	\$548,900.00

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Otto Baum Company, Inc.		P.J. Hoerr, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	1	Double Tee Stem Repair and other work shown on the plans & specifications	1	LS	\$227,182.00	\$227,182.00	\$499,000.00	\$499,000.00
X	2	Contingency (10% of above)	1	LS	\$22,718.00	\$22,718.00	\$49,900.00	\$49,900.00
Total						\$249,900.00		\$548,900.00



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with All City Management Services, Inc. (RFP #2026-03), for Crossing Guard Services for Two School Year Terms from August 2025 to June 2027, with an Option for Three Additional Years Based Upon Performance and Need Each Year in an Amount of \$281,350 for the First Two Year Term and \$145,580, \$150,633, and \$155,891 in the Three Optional Years, for a Possible Total Amount of \$733,454, as requested by the Police 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: The City initially entered into an agreement with All City Management Services, Inc. ("ACMS") for crossing guard services on September 26, 2016. ACMS has done an acceptable job providing crossing guard services with no major complaints from citizens or the schools. All City Management won the bid on BID #2026-03. The services provided by ACMS help to ensure the safety of our community's school children while crossing roads in school crossing zones. This maintains an efficiency with a substantially decreased or eliminated burden on the Police Department to perform these duties. Utilization of the crossing guard services significantly reduced the amount of time spent by administrative and sworn Police Department personnel managing these important critical services. The Police Department has been able to focus on monitoring school crossing zones by increasing patrol presence, while taking enforcement action when necessary. This also allows officers to concentrate on other essential law enforcement duties and services. Services will be required on all regular school days from August 1, 2025, through June 30, 2027, with a possible extension of three (3) additional years based upon acceptable performance as provided by the police department if needed for the additional years.

The total cost for the 2025-2026 school year is estimated to be \$140,675. ACMS pricing is based on 4,905 hours of service and includes all expenses for the provision of crossing guards.

The total cost for the 2026-2027 school year is estimated to be \$140,675. ACMS pricing is based on 4,905 hours of service and includes all expenses for the provision of crossing guards.

ACMS offers a \$400 attendance bonus for each crossing guard with perfect attendance per semester and a \$300 attendance bonus per semester for two (2) or fewer missed days. The

cost that will be billed to the City includes an associated 22% overhead cost.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: District #87 and Unit #5 Schools includes Bent Elementary, Irving Elementary, Oakland Elementary, Sheridan Elementary, Stevenson Elementary Washington Elementary, and Northpoint Elementary. Sheridan, Stevenson, and Washington Elementary, which have 2 crossing guards each.

The Request for Proposal was released on Friday, May 23, 2025, through the *OpenGov* eProcurement platform and published in *The Pantagraph*.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with All City Management Services, Inc., for Crossing Guard Services for the 2025-2026 School Year (City FY 2026 for an estimated \$140,675) and 2026-2027 School Year (City FY 2027 for an estimated \$140,675), for a maximum amount of \$281,350. Funding for services provided by ACMS is included in the Police-Other Professional & Technical Services account (10015110-70220). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 229

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:

[PD 1B Resolution](#)

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

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. (RFP #2026-03), FOR CROSSING GUARD SERVICES FOR TWO SCHOOL YEAR TERMS FROM AUGUST 2025 TO JUNE 2027, WITH AN OPTION FOR THREE ADDITIONAL YEARS BASED UPON PERFORMANCE AND NEED EACH YEAR IN AN AMOUNT OF \$281,350 FOR THE FIRST TWO YEAR TERM AND \$145,580, \$150,633, AND \$155,891 IN THE THREE OPTIONAL YEARS, FOR A POSSIBLE TOTAL AMOUNT OF \$733,454

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with All City Management, Inc., for crossing guard services for the first two school year terms from August 2025 to June 2027 ("Agreement"), in an amount not to exceed \$281,350 (Exhibit A); and

WHEREAS, there is an option to extend the agreement for three (3) additional years based upon performance and need as evaluated by the Police Chief in the amount of \$145,580, \$150,633 and \$155,891 for a possible total of \$733,454 (Exhibit A); and

WHEREAS, the Agreement consists of the vendor providing crossing guard services from August 2025 to June 2027 with three optional school year terms; and

WHEREAS, All City Management is responsible for monitoring, supervising, and ensuring the safety of children using intersections and crosswalks while traveling to and from school zones; and

WHEREAS, the agreement will be awarded for a two-year term that will begin in August 2025; 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, is authorized to execute the Agreement, and any other necessary documents.

PASSED this 11th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
All City Management Services, Inc.

FOR
School Crossing Guard Services

THIS AGREEMENT, dated this ____ day of _____ August _____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and _____ (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:

RFP #2026-03 School Crossing Guard Services _____ (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:

All City Management
David Mecusker
10440 Pioneer Blvd.
Suite 5
Santa Fe Springs, CA 90670

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Chief Operating Officer

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

All City Management Services, Inc. will provide crossing guard services at sites designated by the City of Bloomington in consultation with District 87 and Unit 5 school districts. The selected firm will monitor, supervise, and ensure the safety of children using intersections and crosswalks while traveling to and from school zones. Services are required on all regularly scheduled school days from August 2025 through June 2027. School district and bell schedules will be provided to the selected firm. Services are required on all regularly scheduled school days from August 2025 through June 2027.

Scope of work is all inclusive of and incorporates the RFP #2026-03 School Crossing Guard Services solicitation documents and the Addendum #1.

Services are required for all regular school days from August 1, 2025, through June 30, 2027, with possible extension of three (3) additional years based upon acceptable performance as provided by the Police Chief if needed for the additional years. The City is responsible for contacting the awarded firm either by phone or email sixty (60) days before the last day of the contract in June 2027 to advise if extending the contract for another year for each of the subsequent possible years. Notification of the initial two-year period should be no later than May 1, 2027.

**EXHIBIT B
COSTS/FEES**

Year 1 (August 1, 2025 - June 30, 2026) - \$28.68 with a Not to Exceed Annual Cost of \$140,675

Year 2 (August 1, 2026 - June 30, 2027) - \$28.68 with a Not to Exceed Annual Cost of \$140,675

If Contract is extended at the end of each of the terms.

Year 3 (August 1, 2027 - June 30, 2028) - \$29.68 with a Not to Exceed Annual Cost of \$145,580

Year 4 (August 1, 2028 - June 30, 2029) - \$30.71 with a Not to Exceed Annual Cost of \$150,633

Year 5 (August 1, 2029 - June 30, 2030) - \$31.78 with a Not to Exceed Annual Cost of \$155,891



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Acceptance of a Grant from the Illinois Housing Development Authority Home Repair & Accessibility Program Round 2, as requested by the Department of Community Impact & Enhancement.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4c. Preservation of property/home valuations

BACKGROUND: In February 2025, the Illinois Housing Development Authority ("IHDA") announced a request for applications under the Home Repair and Accessibility Program Round 2 ("HRAP"). Applications were available to municipalities, counties, and land banks for the rehabilitation of owner-occupied residential properties. The City of Bloomington Community Impact & Enhancement Department applied for these funds. In June 2025, IHDA announced the City was awarded \$500,000 in HRAP Round Two funds. This level of funding should allow the City to complete approximately 9 to 11 housing rehabilitation and/or accessibility projects during the grant period of performance.

IHDA is requesting this resolution as part of its legal closing requirements. The grant period will be for two years. The City has a long history of receiving IHDA revitalization and repair program funding for different housing and community development needs, which included HRAP Round One funds. With HRAP Round One funding, the City renovated 10 homes, including two with accessibility improvements. Due to good performance in HRAP Round One, the City received an additional \$150,000 in funding.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The rehabilitation of existing affordable housing stock was identified as a need in the City's 2025-2029 Community Development Block Grant ("CDBG") Consolidated Plan and the housing priorities expressed by City Council in Resolution No. 2024-040. This CDBG Consolidated Plan serves as a foundation for many community development initiatives undertaken with Federal and State grant funds. The 2025-2029 CDBG Consolidated Plan included significant community feedback and engagement to identify a variety of community development needs within the City. IHDA HRAP funding helps address the needs described in this plan.

FINANCIAL IMPACT: Failure to submit award documents would result in the loss of \$500,000 in grant funding to support housing rehabilitation projects within the City. Reimbursement for staff time for the administration of the program is included in the program budget. Funds are included in the IHDA Budget for these additional expenditures. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 33.

Respectfully submitted for consideration.

Prepared by: Catherine Dunlap, Grant Specialist

ATTACHMENTS:

[CI&E 1B Resolution](#)

[CI&E 1C 8E Resolution - Exhibit A](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION ACCEPTING A GRANT UNDER THE IHDA HOME REPAIR &
ACCESSIBILITY PROGRAM - ROUND 2
PID#52587**

WHEREAS, the City Council of the City of Bloomington, a unit of local government (the “City”) met on August 11, 2025, and adopted the following resolution, all of which is in accordance with the laws of the State of Illinois, and the By-Laws of the City; and

WHEREAS, subject to the provisions of the City Code, City staff are recommending the acceptance of a grant under the Illinois Housing Development Authority (“IDHA”) Home Repair & Accessibility Program Round 2 (Exhibit A), in the amount of \$500,000; and

WHEREAS, IDHA has agreed to issue to the City a grant in an amount not to exceed five hundred thousand and no/100 Dollars (\$500,000) (the “Grant”) from the Home Repair & Accessibility Program, and the City will use the Grant funds solely and exclusively for eligible activities in connection with the Program and for no other purpose; and

WHEREAS, the City Council finds it in the best interest of the City to accept the Grant.

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. That the City Council hereby authorizes the acceptance of the Grant; and the City is authorized to enter into a grant (the “Agreement”) with the IDHA wherein the City agrees to perform Program services in return for the Grant.

SECTION 3. The City hereby accepts the Grant, agrees to deliver and/or execute the Agreement and any and all other instruments, certifications, and agreements as may be necessary or desirable for the City to perform all of its obligations and duties under the Program (including any amendments, other agreements, or supplements).

SECTION 4. The Mayor of the City of Bloomington, without the necessity or requirement for the signature of another person, is hereby authorized, empowered, and directed to execute on behalf of the City the Agreement and all other documents and instruments relating to the Grant to be delivered to the IDHA in connection with the closing of the Grant and take such further action on behalf of the City as they deem necessary to effectuate the foregoing Resolutions.

SECTION 5. The City Council of City of Bloomington hereby ratifies, authorizes, confirms, and approves any prior action of the City taken in furtherance of the foregoing resolutions

and any and all documents and instruments previously executed on behalf of the City in connection with the Grant.

PASSED this 11th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**OFFICER’S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY**

This Officer’s Certificate and Certificate of Incumbency (the “Certificate”) is being furnished to the Illinois Housing Development Authority (the “Authority”) in connection with the grant increase being made by the Authority to the **City of Bloomington**, an Illinois unit of local government (the “ULG”) in connection with the Authority’s Home Repair and Accessibility Program Round 2.

The undersigned hereby certifies that:

- (a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the ULG.
- (b) Attached hereto as **Exhibit A** is a true, correct and complete copy of the resolutions duly adopted by the ULG on _____, 2025, and such resolutions have not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and
- (c) The following persons have been duly elected to the positions in the ULG set opposite their respective names and continue to serve in such positions on the date hereof, and that the signatures opposite their respective names are their genuine signatures:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
Dan Brady	Mayor	_____
Jeff Jurgens	City Manager	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this ____ day of _____, 2025.

City of Bloomington, IL
an Illinois unit of local government

By: _____

Name: Leslie Smith-Yocum

Its: City Clerk



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement between the Illinois State University Hockey Club and Team and the City of Bloomington Parks and Recreation Department for the Use of Locker Room Space at the Bloomington Ice Center, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Ice Center ("BIC"), formerly known as Pepsi Ice Center, opened in May of 2006. The Illinois State University Hockey Team and Club (Team) was one of the first organizations to use the ice and has been a user and tenant of both the BIC and Arena since opening. Illinois State University Hockey was part of the initial committee to bring an Ice Center to the area. Over the years and with different teams and management in the Arena, the Team has traded space between the Arena and BIC. As the Bloomington Bison are now full-time tenants of the Arena, the Team's previous locker room at the Arena is no longer available.

The 2024-2025 season was ISU Hockey's first full season exclusively at the BIC. During the 2024-2025 season, the City brought in revenues from Illinois State University's Hockey Team in multiple ways:

• Ice Logo	\$2,400
• Ice Rental	\$81,378.83
• Alcohol sales	\$11,958
• Concessions	\$12,025.50

Total **\$107,762.33**

If the Locker Room agreement is passed, the City will receive an additional \$9,000 in rent over the course of the agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois State University Hockey Team and Club; City Staff

FINANCIAL IMPACT: If approved, the City will receive \$9,000 in rent over the course of a two-year agreement. This will be recorded in the Bloomington Ice Center-Facility Rental

account (10014160-54430). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 212.

Respectfully submitted for consideration.

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

ATTACHMENTS:

[P&R 2B Resolution](#)

[P&R 2C Resolution - Exhibit A - Agreement](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE ILLINOIS STATE UNIVERSITY HOCKEY TEAM AND CLUB AND THE CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT FOR USE OF LOCKER ROOM SPACE AT BLOOMINGTON ICE CENTER

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement (Exhibit A) with Illinois State University Hockey Club and Team ("TEAM") and the City of Bloomington Parks and Recreation Department ("CITY") for use of locker room space ("LOCKER ROOM") at the Bloomington Ice Center ("BIC"); and

WHEREAS, the LOCKER ROOM is the combined space previously known as Locker Room 1 and Party Room; and

WHEREAS, the City has outlaid funds to combine the spaces to create said LOCKER ROOM for TEAM use; and

WHEREAS, the TEAM has agreed to pay rent in the amount of \$350 per month in year one and \$400 per month in year two for use of the LOCKER ROOM; Both parties agree to revisit the contract after completion of year two; 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 11th day of August, 2025.

APPROVED this ____ day of August, 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

AGREEMENT

This Agreement is being entered into on _____, 2025, by and between the City of Bloomington (“City”), and the Illinois State University Hockey Team and Club (“Team”).

The City grants permission to the Team to use a locker room in the Bloomington Ice Center (“Ice Center”). The locker room now occupies the combined space of a former locker room and adjacent party room in the Ice Center. The combined space shall be known as the ISU leased locker room and referred to here as Locker Room (“Locker Room”).

The Team will pay \$350 per month for use of the Locker Room for the first year of this Agreement and \$400 per month in the second year of the Agreement. Payment is due on the first of every month. Payment is considered late after the 15th of every month and a \$25.00 late fee will be assessed. If payment is not received within 45 days of the due date, the City may, at the City’s discretion, terminate the lease and have the Team’s property removed.

The Team will be responsible for equipping the Locker Room with items necessary for the operation of the Locker Room and Team. Prior to making any modification to the Locker Room or the installation of any equipment or furnishings not already existing in the Locker Room, the Team will be required to receive the approval of the City. Any signage for the exterior doors will be reviewed for appropriateness and approved at the sole discretion of the City. The City will always have access to the locker room. No alcohol, marijuana, illicit drugs, or firearms may be stored or used in the locker room.

The City will be responsible for general maintenance and routine cleaning. This will include weekly trash removal and cleaning of restroom and shower area once a week. Any additional cleaning will be the responsibility of The Team. The Team will be responsible for any damage to the room or infrastructure caused by The Team. Any of the items and other additions to the space made by the Team are and will remain the property of the Team even if affixed to the walls, floor or ceiling. All the above-mentioned property may be removed by the Team at its discretion. Should the Team choose not to renew this lease, the Team will restore the Locker Room to its original condition within 60 days of the final day of the lease, ordinary wear and tear excepted. The City will not be responsible for the operation and maintenance of any items used to equip the locker room by The Team.

Throughout the Term of this Agreement, Team shall, at its sole cost and expense, maintain and keep in full force and effect the following insurance policies:

1. General Liability Insurance covering bodily injury, personal injury, property damage, and contractual liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, or such higher limits as City may reasonably require.

2. Property Insurance covering all of Team's personal property, trade fixtures, furnishings, and equipment, and all improvements made by or for Team, on a replacement cost basis, with coverage against all risks of physical loss, including fire and extended coverage perils.

The City shall be named as additional insured on all liability policies required of the Team under this Agreement. All policies shall be primary and non-contributory to any insurance carried by the City.

The Team shall deliver to City certificates of insurance evidencing compliance with the insurance requirements set forth in this Agreement prior to occupancy and thereafter upon renewal or at City's reasonable request.

The City shall maintain insurance on the building in which the Locker Room is located, including commercial property insurance covering the structure (excluding Team's personal property and improvements), and liability insurance covering common areas, in commercially reasonable amounts.

Upon expiration of the initial two-year term, this Locker Room Agreement will automatically renew and remain in effect for an equal term unless either party gives at least 60 days' notice to the other that this Agreement is terminated. The Team will have 60 days from its' last date of occupancy to remove its equipment and vacate the Locker Room.

The Team shall defend and hold the City, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement caused by or resulting from the negligent or intentional acts or omissions of the Team, its officers, agents or employees.

Neither party will be liable to the other in the event of a breach of contract by either for the others' incidental or consequential damages.

Neither Party shall be liable for losses, delays, failure, errors, interruption or loss of data occurring directly or indirectly by reason of circumstances beyond its reasonable control, including, without limitation, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster); action or inaction of civil or military authority; acts of foreign enemies; war; terrorism; riot; insurrection; sabotage; epidemics; labor disputes; civil commotion; or interruption, loss or malfunction of utilities, transportation, computer or communications capabilities, and the other Party shall have no right to terminate this Agreement in such circumstances. The Team will not be required to pay Locker Room rent if the Locker Room is not available for the Team's use due to the above-mentioned events or

any other reason. The rent will be forgiven for the period that the Locker Room is unavailable for the Team's use.

This Agreement will be governed by the laws of the State of Illinois.

The Team may not assign this Agreement without prior written consent of the City.

This Agreement may be executed in counterparts, including by facsimile signature, digital signature, scan, or other electronic signature method, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

Each of the signatories below represent that they have the authority to enter into this Agreement. On behalf of the Team:

Chris Prewitt

DI Coach

Signature: _____

On behalf of the City of Bloomington and Bloomington Ice Center

Jeff Jurgens

City Manager

Signature: _____

ATTEST:

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution to Approve Additional Excess Workers Compensation Insurance Premium Owed to Arthur J. Gallagher, for Fiscal Year 2025, in the Amount of \$49,262, 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: Fiscal Year 2025 insurance agreement/premium in the amount of \$1,585,624 was approved by City Council on April 30, 2024. Annually, the excess workers' compensation portion is calculated based on projected payroll for the upcoming fiscal/coverage year. Deviations from the projected amount submitted include: retro pay for Police, increased staffing in both Fire and Police, and increased staffing at the Arena. Due to this growth, the additional premium is now due.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will pay the Additional Excess Workers' Compensation Insurance Premium Owed to Arthur J. Gallagher, for Fiscal Year 2025, in the Amount of \$49,262. This will be paid from the Casualty Insurance-Other Professional Technical Services account (60150150-70220). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 199. This will be paid out of the FY 2026 Budget and then manually accrued via a journal entry back to FY 2025 Budget.

Respectfully submitted for consideration.

Prepared by: Alex Rosas, Safety and Risk Manager

ATTACHMENTS:

[HR 1B Resolution](#)

[HR 1C Resolution - Exhibit A - Invoice](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION TO APPROVE ADDITIONAL EXCESS WORKERS' COMPENSATION INSURANCE PREMIUM OWED TO ARTHUR J. GALLAGHER, FOR FISCAL YEAR 2025, IN THE AMOUNT OF \$49,262

WHEREAS, subject to the provisions of the City Code, City staff are recommending additional premium payment regarding the proposal of insurance, brokered by Arthur J. Gallagher, for Fiscal Year 2025, in the amount of \$49,262; and

WHEREAS, the additional payment accounts for actual payroll increases above and beyond what was forecasted for the calculation of excess workers' compensation coverage for Fiscal Year 2025 at the time of renewal.

WHEREAS, the associated invoice outlining the additional payment due for Fiscal Year 2025 is attached (Exhibit A);

WHEREAS, the City originally entered into an agreement with Gallagher serving as broker for all lines of coverage for Fiscal Year 2025; and

WHEREAS, the City Council finds it in the best interest of the City to pay the additional premium due, regarding the Fiscal Year 2025 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, is authorized to pay the additional premium, and any other necessary documents.

PASSED this 11th day of April 2025.

APPROVED this ____ day of April 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Arthur J. Gallagher Risk Management Services, LLC
Rolling Meadows, IL 60008
Phone: (630)773-3800

BISKA1

Invoice # 5663391		1 of 1
ACCOUNT NUMBER		DATE
BLOOMIN-01		7/25/2025
BALANCE DUE ON		AMOUNT DUE
7/25/2025		\$49,262.00

City of Bloomington
115 East Washington St.
Bloomington, IL 61701



Insurance | Risk Management | Consulting

Excess Workers Comp PolicyNumber: SP4066521 Company: Safety National Casualty Corporation Effective: 5/1/2024 to 5/1/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
39601114	5/1/2024	7/25/2025	AUDT	XWC Audit 24-25	\$49,262.00
Total Invoice Balance:					\$49,262.00



Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

BISKA1

City of Bloomington
115 East Washington St.
Bloomington, IL 61701

Invoice # 5663391	
ACCOUNT NUMBER	DATE
BLOOMIN-01	7/25/2025
BALANCE DUE ON	AMOUNT DUE
7/25/2025	\$49,262.00
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
PO Box 39735
Chicago, IL 60694-9700



Insurance | Risk Management | Consulting

PAY ONLINE AT: www.ajg.com/ezpay



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, to Increase the Community Development Budget Due to Approved Lead Program and Community Development Block Grant Funding, in the Amount of \$1,135,157.55, as requested by the Department of Community Impact & Enhancement.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock

Objective 4c. Preservation of property/home valuations

Objective 4d. Improved neighborhood infrastructure

BACKGROUND: On May 1, 2025, the City of Bloomington began the 51st year of administering the Community Development Block Grant ("CDBG") Program which is funded by the U.S. Department of Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low-to-moderate income persons; preventing or eliminating slums or blight; or meeting urgent community needs.

In recent years, HUD has not notified the City of its annual allocation until after the City's annual budget is approved. Therefore, the budget that staff develops each year is based on estimates using average allocations from previous fiscal years and current Federal budget information. For Fiscal Year ("FY") 2026, the City's annual allocation was \$543,236, which was lower than initial budget projections. To ensure that approved CDBG projects in FY 2026 and activities from the previous program year can be completed, staff prepared the attached budget ordinance amendment. With this amendment, the budget will reflect the Annual Action Plan approved by Council in May 2025. Two public facility projects from FY2025 will carry into FY2026. This, along with the remainder of a sidewalk improvement project from FY 2025, requires the CDBG portion of the Community Development Division, a division of the Community Impact & Enhancement Department, budget be increased by \$150,157.55.

In addition to the budget amendment for the CDBG program, staff are requesting an amendment to the Lead-Based Paint Hazard Reduction and Healthy Homes (LBPHR/HH) portion of the Community Development Division's budget. The period of performance for that grant was scheduled to end in July 2026 when the FY2026 budget was being developed. The

City secured a second extension for the program that will put the period of performance end in July 2027. Due to the extension, staff is requesting a budget amendment to continue the program through the period of performance.

If approved, the ordinance will increase the Community Development Division budget by \$1,135,157.55.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Extensive efforts were completed to gather data and feedback from the community for the 2025-2029 Consolidated Plan. The heart of the public engagement and outreach process was the resident survey that residents were encouraged to complete. This data collection method was also used to complete the outreach process for previous plans. Over 1,400 Bloomington residents completed the survey collected through staff attending over 20 community events and with the support of several community partner organizations. In addition to the survey, staff held an in-person public forum and a virtual public forum (joint effort with the Town of Normal) to gather additional feedback from the community. Seven stakeholder focus groups were held to gather information from service providers on community needs and their thoughts on how CDBG funding should be used. Key informant interviews were also held to gain additional insights and/or provide staff clarification on data from the resident survey or focus groups.

FINANCIAL IMPACT: Delay or lack of approval of the FY2026 budget amendment will result in the loss of \$543,236 in federal grant funding used for programs benefitting low-to-moderate income households within the City. The CDBG program is entirely grant-funded. Delay or lack of approval of the budget amendment would result in the loss of remaining Federal grant funding from the Lead-Based Paint Hazard Reduction and Healthy Homes (LBPHR/HH). Please see the "Exhibit" for the accounts and adjustments per this amendment.

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[CI&E 2B Ordinance](#)

[CI&E 2C Ordinance - Exhibit A](#)

ORDINANCE NO. 2025 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, TO INCREASE THE COMMUNITY DEVELOPMENT BUDGET
DUE TO APPROVED LEAD PROGRAM AND COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDING, IN THE AMOUNT OF \$1,135,157.55**

WHEREAS, on April 16, 2025, by Ordinance No. 2025-029, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year (FY) 2026 beginning May 1, 2025, and ending April 30, 2026, which Ordinance was approved by Mayor Mboka Mwilambwe on April 16, 2025; and

WHEREAS, lead and healthy homes work was believed that it would end in July of 2025, but since then it has been approved to continue throughout FY2026 via Lead Program grant funding; and

WHEREAS, a Budget Amendment is needed to amend the FY2026 Budget, to increase the budget for Community Development, in the amount of \$1,135,157.55, as requested by the Community Impact & Enhancement Department.

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

SECTION 1. Ordinance No. 2025-029 is further hereby amended by inserting the following line items and amount presented in Exhibit A and in the appropriate place in said Ordinances.

SECTION 2. Except as provided herein, Ordinance No. 2025-029 shall remain in full force and effect, provided that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section 1 of this Ordinance shall be amended in Ordinance No. 2025-029.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 11th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

FY 2026 Budget Amendment - Exhibit A

Account #	Fund	Account Description	Amount
22402410-53110-52000	Community Development Administration	Federal Grants Cap Improvements	\$ (130,500.00)
22402410-53110-73000	Community Development Administration	Federal Grants CARES - LMI	\$ (19,657.55)
22402450-79130-73000	CD COMIM	SVC CARES - LMI	\$ 19,657.55
22402440-79130-52000	CD CAP IMP	Grants	\$ 65,000.00
22402440-72560-52000	CD CAP IMP	Sidewalk Const & Improvements	\$ 65,500.00
22402470-53110-50000	CD Fed Grants	Gen Admin - LHC	\$ (19,750.00)
22402470-53110-51000	LHC REHAB	Federal Grants	\$ (805,250.00)
22402470-89154-50000	LHC ADMIN	To PACE Code Enf	\$ 20,000.00
22402470-89154-51000	LHC REHAB	To PACE Code Enf	\$ 30,000.00
22402470-70690-51000	LHC REHAB	Other Purchased Services	\$ 70,000.00
22402470-79130-51000	LHC REHAB	LHC Work	\$ 650,000.00
22402470-79990-51000	LHC REHAB	Other Miscellaneous Services	\$ 55,000.00
22402480-53110-50000	Healthy Homes	Federal Grant Revenue	\$ (160,000.00)
22402480-79130-51100	Healthy Homes	Remediation Grant Prog Expenditures	\$ 160,000.00
10015430-85224	General Fund	Community Enhancemen-From CD - COC	\$ (50,000.00)
10010010-40000	General Fund	Non-Departmental-Use of Fund Balance	\$ 50,000.00
Net Transaction:			\$ -



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from the City of Bloomington, d/b/a Bloomington Ice Center, to be located at 201 S. Roosevelt Ave., Requesting Approval of the Creation of a Class EBS (Entertainment, 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: The City of Bloomington (Applicant) is requesting approval of the creation of a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) liquor license to be located at 201 S. Roosevelt Ave. The Ice Center currently operates under the Bloomington Arena's liquor license; however, the Ice Center is pursuing its own independent liquor license to establish a clear delineation of premises under separate departmental control.

After a Public Hearing on July 8, 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 June 29, 2025, in *The Pantagraph*. 37 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class EBS 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 Budget Book titled "Budget Overview & General Fund" on page 130. 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. This will be paid from the Bloomington Ice Center-Other Purchased Services account (10014160-70690). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 213.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application_Bloomington Ice Center](#)

[CLK 2C Draft Minutes_Bloomington Ice Center](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: City of Bloomington d/b/a Bloomington Ice Center

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

- Completed Application
- Computer Generated Site/Floor Plan
- Deed
- Financial Statement

Items Due Before License Issuance

- Development Services and Health Dept. Inspections
- Certificate of Liability Insurance

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)	City of Bloomington
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	City of Bloomington Bloomington Ice Center
Legal Entity Address <i>(including City, State, and Zip)</i>	115 E. Washington Street
Legal Entity Phone Number	309-434-2260
Legal Entity Email Address	eveal@cityblm.org
Establishment Address including Zip	201 S. Roosevelt Ave. Bloomington, IL 61701
Establishment Phone Number	309-434-2875
Establishment Email Address	mhernbrott@cityblm.org
*Email Address for <u>ALL</u> City Communications:	

*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
Michael Hernbrott	Bloomington	IL	61701
Phone Number	Email Address		
	mhernbrott@cityblm.org		

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

Name (First & Last)	City	State	Zip
Eric Veal	Bloomington	IL	61701
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 **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:* _____
☒ N/A

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) Ice Rink
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) Class EBS
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: _____
Ice Rink will host ISU hockey
7. If approved, how would the liquor license benefit the City and its residents? _____
Provides entertainment options and patrons will support local hotels, restaurants, and retail
8. ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
Live sporting event - ISU hockey
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? _____
Admission, program and league registration, rentals, and concessions.
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:	6:00 am	12:00 am
Tuesday:	6:00 am	12:00 am
Wednesday:	6:00 am	12:00 am
Thursday:	6:00 am	12:00 am
Friday:	6:00 am	12:00 am
Saturday:	6:00 am	12:00 am
Sunday:	6:00 am	12:00 am
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Mostly commercial with some residential.
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
8:00 am to 5:00 pm
 - 2B. Is the area predominately residential, are they single or multi-family homes?
Mostly commercial with some multi-family homes.
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
Ice center is in the downtown district. Some one-way and two-way streets. Free but restricted parking on the streets. Parking garage is located to the South.
4. How much additional traffic is expected to be generated with a liquor license? _____
Do not anticipate an increase in traffic due to the liquor license.
5. Describe any and all on- and off-street parking: _____
Free but restricted parking on the streets. Parking garage is available to the South.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? One - Arena

**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: Currently have license at BCPA, Arena, Highland Park Golf Course, Vista Golf Course, The Den at Fox Creek Golf Course.
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:

At this time the only time alcohol will be sold is during ISU hockey games, and only beer and seltzers.

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.

Katie Taylor

Business Operations Manager - Parks and

Name (Please Print)

Title

6/16/2025

Date

Signature



✓ Sage

The following item was presented:

Item 5.A. Public Hearing and Action on an Application from the City of Bloomington, d/b/a Bloomington Ice Center, to be located at 201 S. Roosevelt Ave., Requesting Approval of the Creation of a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Brady opened the Public Hearing at 4:06 p.m.

David Lamb, City Parks & Recreation Assistant Director, after being sworn, addressed the Commission. Mr. Lamb explained that Bloomington Ice Center had been offering alcohol at ISU (Illinois State University) hockey games using Bloomington Arena's liquor license. He shared that the Ice Center would like to hold their own license since they were operated by a different City department and had their own revenue streams and storage areas for liquor.

Asst. Corporation Counsel George Boyle asked where the alcohol would be stored. Mr. Lamb indicated that liquor would be stored in a locked storage room at the Ice Center.

Commissioner Meister asked if employees would be BASSET Certified and if wristbands would be used. Mr. Lamb answered yes that all employees were BASSET Certified and noted that staff would sometimes work events at both the Bloomington Arena and the Ice Center. He stated that wristbands would not be used and that each patron would be carded individually. Commissioner Meister then asked what the hours would be. Mr. Lamb answered that they would only serve during games and that the times would depend on game times, but that games were typically from 7:00 p.m. to 11:00 p.m. on the weekends.

Commissioner Brady asked if anyone in the audience was present to speak for or against the Item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:09 p.m.

Commissioner Meister made a motion, seconded by Commissioner Poondru, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru

Motion carried.

The following item was presented:

Item 5.B. Public Hearing and Action on an Application from Fiesta Ranchera of Illinois, Inc., d/b/a Fiesta Ranchera No. 3, to be located at 604 IAA Dr., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Brady opened the Public Hearing at 4:10 p.m.

Nicolas Canchola, Owner of Fiesta Ranchera of Illinois, LLC (Applicant), after being sworn, addressed the Commission. Mr. Canchola explained that the establishment was seeking approval for a new liquor license due to the relocation of his current restaurant. He explained that the business had been in its current location for over 20 years and was moving to a new location not far from the existing location, but closer to Veteran's Parkway for more visibility.

Asst. Corporation Counsel George Boyle asked if there would be any significant changes to the business' operations. Mr. Canchola stated that operations would be exactly the same.

Commissioner Meister asked if the hours and capacity would remain the same. Mr. Canchola explained that the hours would be the same and that the capacity would be smaller in



CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Application from Fiesta Ranchera of Illinois, Inc., d/b/a Fiesta Ranchera No. 3, to be located at 604 IAA Dr., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, 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: Fiesta Ranchera of Illinois, Inc. (Applicant), to be located at 604 IAA Dr., is requesting approval of the creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license. The business is currently in operation with a liquor license, but plans to move to a new location. Since they are unable to transfer locations, they are looking to obtain a new license for the new location.

After a Public Hearing on July 8, 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 June 29, 2025, in *The Pantagraph*. 105 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. 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_Fiesta Ranchera No 3](#)

[CLK 3C Draft Minutes_Fiesta Ranchera No 3](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: Fiesta Ranchera of Illinois, Inc. d/b/a Fiesta Ranchera No. 3

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

- Completed Application
- Deed
- Financial Statement
- Articles of Incorporation
- B/N Food & Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Computer Generated Site/Floor Plan (Received from DSD)

Items Due Before License Issuance

- Development Services and Health Dept. Inspections
- Certificate of Liability Insurance
- \$2,000 Bond
- List of BASSET Certified Individuals

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)	FIESTA RANCHERA OF ILLINOIS, INC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	FIESTA RANCHERA NO 3
Legal Entity Address <i>(including City, State, and Zip)</i>	604 IAA Dr. Bloomington Illinois 61701
Legal Entity Phone Number	6783649441
Legal Entity Email Address	
Establishment Address including Zip	604 IAA Dr. Bloomington Illinois 61701
Establishment Phone Number	6783649441
Establishment Email Address	cancholanic@yahoo.com
*Email Address for <u>ALL</u> City Communications:	

*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
NICOLAS CANCHOLA	BLOOMINGTON	IL	61704
Phone Number	Email Address		
	cancholanic@yahoo.com		

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

Name (First & Last)	City	State	Zip
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 **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:* _____
☐ N/A

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:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) RESTAURANT
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RAS
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ 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>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: To enhance the customer experience by offering a complete dining option that includes alcoholic
- If approved, how would the liquor license benefit the City and its residents? Enhancing dining and entertainment options.
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ 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? FOOD
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11 AM	10 PM
Tuesday:	11 AM	10 PM
Wednesday:	11 AM	10 PM
Thursday:	11 AM	10 PM
Friday:	11 AM	10:30 PM
Saturday:	11 AM	10:30 PM
Sunday:	11 AM	10 PM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) commercial
 - If there are office or commercial buildings nearby, approximately what are their hours of operation? varies
 - Is the area predominately residential, are they single or multi-family homes? n/a
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) two way street, approx. 24 ft wide. no parking restrictions
- How much additional traffic is expected to be generated with a liquor license? modest increase
- Describe any and all on- and off-street parking: on-street parking is generally restricted to maintain traffic flow. off street parking provided by
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

**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: For FIESTA RANCHERA OF ILLINOIS, INC dba FIESTA RANCHERA currently located at 1500 E EMPIRE ST
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:

Applicant currently has alcohol license at a different location but will be moving premises.

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.

NICOLAS CANCHOLA

VP

Name (Please Print)

Title

05/27/2025

Signature

Date

DATE	REVISION	DESCRIPTION

FIESTA RANCHERA
 604 IAA DRIVE
 BLOOMINGTON, IL 61701
 NICOLAS CANCHOLA

LIFE SAFETY PLAN

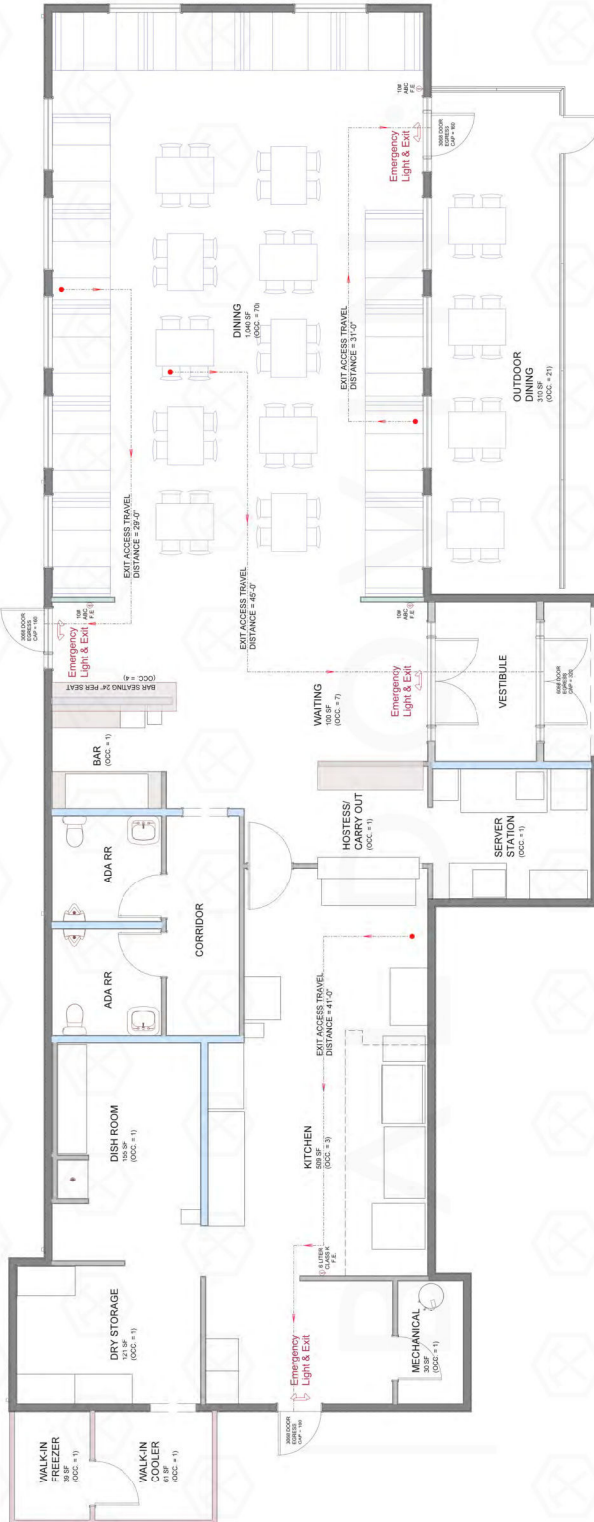
APPROVED BY:	HALEY CHAPMAN, NCD2
DRAWN BY:	DESIGNER: ASHLEY LOVELEY CELL:
DATE:	10/21/2024
SCALE:	1" = 1'-0"
SHEET 4 of 51	

G1.1



1 LIFE SAFETY PLAN SCALE: 1/4" = 1'-0"

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The following item was presented:

Item 5.A. Public Hearing and Action on an Application from the City of Bloomington, d/b/a Bloomington Ice Center, to be located at 201 S. Roosevelt Ave., Requesting Approval of the Creation of a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Brady opened the Public Hearing at 4:06 p.m.

David Lamb, City Parks & Recreation Assistant Director, after being sworn, addressed the Commission. Mr. Lamb explained that Bloomington Ice Center had been offering alcohol at ISU (Illinois State University) hockey games using Bloomington Arena's liquor license. He shared that the Ice Center would like to hold their own license since they were operated by a different City department and had their own revenue streams and storage areas for liquor.

Asst. Corporation Counsel George Boyle asked where the alcohol would be stored. Mr. Lamb indicated that liquor would be stored in a locked storage room at the Ice Center.

Commissioner Meister asked if employees would be BASSET Certified and if wristbands would be used. Mr. Lamb answered yes that all employees were BASSET Certified and noted that staff would sometimes work events at both the Bloomington Arena and the Ice Center. He stated that wristbands would not be used and that each patron would be carded individually. Commissioner Meister then asked what the hours would be. Mr. Lamb answered that they would only serve during games and that the times would depend on game times, but that games were typically from 7:00 p.m. to 11:00 p.m. on the weekends.

Commissioner Brady asked if anyone in the audience was present to speak for or against the Item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:09 p.m.

Commissioner Meister made a motion, seconded by Commissioner Poondru, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru

Motion carried.

The following item was presented:

Item 5.B. Public Hearing and Action on an Application from Fiesta Ranchera of Illinois, Inc., d/b/a Fiesta Ranchera No. 3, to be located at 604 IAA Dr., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Brady opened the Public Hearing at 4:10 p.m.

Nicolas Canchola, Owner of Fiesta Ranchera of Illinois, LLC (Applicant), after being sworn, addressed the Commission. Mr. Canchola explained that the establishment was seeking approval for a new liquor license due to the relocation of his current restaurant. He explained that the business had been in its current location for over 20 years and was moving to a new location not far from the existing location, but closer to Veteran's Parkway for more visibility.

Asst. Corporation Counsel George Boyle asked if there would be any significant changes to the business' operations. Mr. Canchola stated that operations would be exactly the same.

Commissioner Meister asked if the hours and capacity would remain the same. Mr. Canchola explained that the hours would be the same and that the capacity would be smaller in

the new location with slightly over 100 people. Commissioner Meister asked if employees would be BASSET Certified. Mr. Canchola answered yes.

Mr. Boyle noted that a different licensee under the same ownership had a pending violation for sale to a minor, but that the issue had since been resolved.

Commissioner Poondru asked if there would be any outdoor seating. Mr. Canchola noted there would be a patio with about six tables. Commissioner Poondru asked how the area would be monitored. Mr. Canchola explained there would be a fence around the area. Commissioner Poondru asked if the establishment would host any large parties. Mr. Canchola answered no.

Chris McAllister, Building Official, clarified that the indoor occupancy would be less than 100 people. Mr. Canchola agreed and stated his previous estimate included outside occupancy as well.

Commissioner Brady asked if anyone in the audience was present to speak for or against the item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:14 p.m.

Commissioner Poondru made a motion, seconded by Commissioner Meister, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru

Motion carried.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application from 8 Bit II, Inc., d/b/a 8 Bit Arcade Bar, to be located at 217 W. Jefferson St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) Liquor License.

Commissioner Brady opened the Public Hearing at 4:15 p.m.

Jason Pacey, President of 8 Bit II, Inc. (Applicant), after being sworn, addressed the Commission. Mr. Pacey described the business as a straightforward arcade bar and noted that they had previously operated in Bloomington for four years without any issues. He emphasized that the new location would be essentially the same as their previous establishment, just with a larger space.

Commissioner Meister asked what the hours of operation and occupancy would be and whether employees would be BASSET Certified. Mr. Pacey stated that the hours would be 4:00 p.m. to 1:00 a.m. every day except for Saturdays, which would be 2:00 p.m. to 1:00 a.m. He then stated that all employees would be BASSET certified by State requirements once hired and indicated that occupancy had not been granted yet.

Asst. Corporation Counsel George Boyle asked if Mr. Pacey owned or operated any other establishments. Mr. Pacey answered yes that they also had an establishment in Peoria that had been in operation for 10 years.

Chris McAllister, Building Official, noted that the applicant would need to provide building plans to the City so that any alterations could be made and occupancy determined.

Commissioner Brady asked what had been in the proposed location. Mr. Pacey noted that it was the old Pantagraph building and that it was currently unoccupied.



CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from 8 Bit II, Inc., d/b/a 8 Bit Arcade Bar, to be located at 217 W. Jefferson St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Alcohol, Package, 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: 8 Bit II, Inc. (Applicant) is requesting approval of the creation of a Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) liquor license to be located at 217 W. Jefferson St. The applicant aims to provide an experience similar to the 8 Bit Arcade Bar, which was previously open in Bloomington, which will include the availability of arcade machines for customers to use.

After a Public Hearing on July 8, 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 June 29, 2025, in *The Pantagraph*. 446 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class TAPS Liquor License is \$3,300 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. 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 4B Application_8 Bit Arcade Bar](#)

[CLK 4C Draft Minutes_8 Bit Arcade Bar](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: 8 Bit II, Inc. d/b/a 8 Bit Arcade Bar

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

- Completed Application
- Lease Agreement
- Financial Statement
- List of Owners
- Computer Generated Site/Floor Plan (Received from DSD)
- B/N Package Tax Registration Form
- Articles of Incorporation
- B/N Food & Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL

Items Due Before License Issuance

- Development Services and Health Dept. Inspections
- Certificate of Liability Insurance
- \$2,000 Bond
- List of BASSET Certified Individuals

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)	8 Bit II Inc
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	8 Bit Arcade Bar
Legal Entity Address (including City, State, and Zip)	
Legal Entity Phone Number	
Legal Entity Email Address	8bitbeercade@gmail.com
Establishment Address including Zip	217 w Jefferson 61701
Establishment Phone Number	TBD
Establishment Email Address	8bitbeercade@gmail.com
*Email Address for ALL City Communications:	8bitbeercade@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
JASON PACEY	Peoria	IL	61602
Phone Number	Email Address		
	8bitbeercade@gmail.com		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: (If different than above)

Name (First & Last)	City	State	Zip
Ben Costello	Bloomington	IL	61701
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 (Fee applies to all except CA, EA, RA, or TA)	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)	\$112.50	\$225	\$150	\$300
S	Sunday (Fee applies to all except CA & CB)	\$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 **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:* _____
☒ No
☐ N/A

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) Tavern
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) TAP
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: _____
8 Bit Arcade bar was a great location in Bloomington, and we miss being here
7. If approved, how would the liquor license benefit the City and its residents? _____
We are a big draw for the city, and help bring more Peoria to downtown Bloomington
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? _____
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:	4:00 PM	1:00 AM
Tuesday:	4:00 PM	1:00 AM
Wednesday:	4:00 PM	1:00 AM
Thursday:	4:00 PM	1:00 AM
Friday:	4:00 PM	1:00 AM
Saturday:	2:00 PM	1:00 AM
Sunday:	TBD	TBD
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Mixed use
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
9-5
 - 2B. Is the area predominately residential, are they single or multi-family homes?
its not
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
3 lane road on one side, 2 way lane in front
4. How much additional traffic is expected to be generated with a liquor license? _____
unnoticeable
5. Describe any and all on- and off-street parking: _____
a few on street parking, lot across the street, parking deck a block away
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? -2- 3



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: Current hold license in Peoria, and East Peoria
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:

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.

Jason pacey

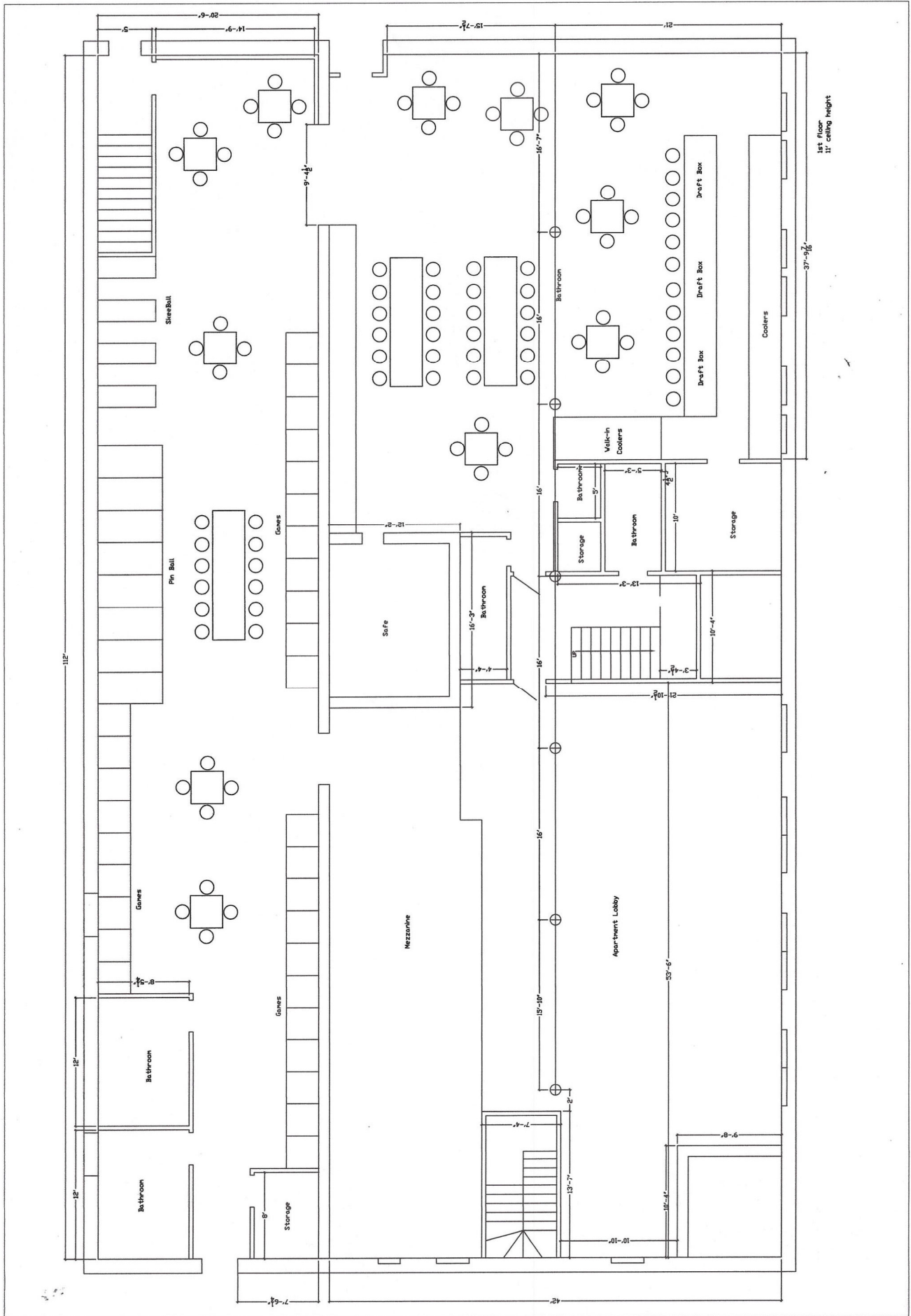
Name (Please Print)

President

Title

05/28/2025

Date



the new location with slightly over 100 people. Commissioner Meister asked if employees would be BASSET Certified. Mr. Canchola answered yes.

Mr. Boyle noted that a different licensee under the same ownership had a pending violation for sale to a minor, but that the issue had since been resolved.

Commissioner Poondru asked if there would be any outdoor seating. Mr. Canchola noted there would be a patio with about six tables. Commissioner Poondru asked how the area would be monitored. Mr. Canchola explained there would be a fence around the area. Commissioner Poondru asked if the establishment would host any large parties. Mr. Canchola answered no.

Chris McAllister, Building Official, clarified that the indoor occupancy would be less than 100 people. Mr. Canchola agreed and stated his previous estimate included outside occupancy as well.

Commissioner Brady asked if anyone in the audience was present to speak for or against the item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:14 p.m.

Commissioner Poondru made a motion, seconded by Commissioner Meister, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru

Motion carried.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application from 8 Bit II, Inc., d/b/a 8 Bit Arcade Bar, to be located at 217 W. Jefferson St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) Liquor License.

Commissioner Brady opened the Public Hearing at 4:15 p.m.

Jason Pacey, President of 8 Bit II, Inc. (Applicant), after being sworn, addressed the Commission. Mr. Pacey described the business as a straightforward arcade bar and noted that they had previously operated in Bloomington for four years without any issues. He emphasized that the new location would be essentially the same as their previous establishment, just with a larger space.

Commissioner Meister asked what the hours of operation and occupancy would be and whether employees would be BASSET Certified. Mr. Pacey stated that the hours would be 4:00 p.m. to 1:00 a.m. every day except for Saturdays, which would be 2:00 p.m. to 1:00 a.m. He then stated that all employees would be BASSET certified by State requirements once hired and indicated that occupancy had not been granted yet.

Asst. Corporation Counsel George Boyle asked if Mr. Pacey owned or operated any other establishments. Mr. Pacey answered yes that they also had an establishment in Peoria that had been in operation for 10 years.

Chris McAllister, Building Official, noted that the applicant would need to provide building plans to the City so that any alterations could be made and occupancy determined.

Commissioner Brady asked what had been in the proposed location. Mr. Pacey noted that it was the old Pantagraph building and that it was currently unoccupied.

Asst. Police Chief Paul Williams asked if the location would be rented out for parties. Mr. Pacey explained that they would rent it out for birthday or similar parties during the hours they were not open to the general public or occasionally on Sundays.

Commissioner Brady asked if they would serve food. Mr. Pacey indicated that only frozen pizza would be served.

Mr. Boyle noted that there had been no issues with the prior establishment Mr. Pacey had owned and operated when it was open.

Commissioner Brady asked if anyone in the audience was present to speak for or against the item. Tony Woolery, after being sworn, addressed the Commission.

Mr. Woolery spoke in support of the 8-Bit Arcade Bar. He shared his personal experience of enjoying arcade bars as a place to relax, unwind, and have fun while enjoying adult beverages. He stated that he believed the establishment would bring a vibrant and enjoyable entertainment option to Downtown Bloomington and noted that he strongly supported the liquor license application.

Commissioner Brady closed the Public Hearing at 4:20 p.m.

Commissioner Meister made a motion, seconded by Commissioner Poondru, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru

Motion carried.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Casper Brewing Company, LLC, located at 3803 & 3807 Ballybunion Rd., Requesting Approval of a Change in Ownership and a Redefinition of Premises for their Class TBPS (Tavern, Beer & Wine Only, Package, and Sunday Sales) Liquor License.

Commissioner Brady opened the Public Hearing at 4:21 p.m.

Axel Jimenez, Proposed Partial Owner of Casper Brewing Company, LLC (Applicant), after being sworn, addressed the Commission.

Asst. Corporation Counsel George Boyle outlined the application, which included a change in ownership and a request to redefine the premises. He explained the need for additional information about the proposed premise redefinition and requested that the Commission review only the ownership change and that the redefinition of premise part of the Item be continued to a future meeting date.

Mr. Jimenez stated that he bought into the business about a month prior to the hearing date and would take over 25% of ownership, leaving David Casper with 75%.

Commissioner Meister asked if the business operations would remain the same. Mr. Jimenez answered yes.

Commissioner Poondru asked if staff would be BASSET Certified. Mr. Jimenez answered yes.

Mr. Boyle asked if Mr. Jimenez had other businesses that sold alcohol. Mr. Jimenez explained that he also held ownership in Bloomington Tennis & Turf.



CONSENT AGENDA ITEM NO. 8.N.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Application from Casper Brewing Company, LLC, located at 3803 & 3807 Ballybunion Rd., Requesting Approval of a Change in Ownership for their Class TBPS (Tavern, Beer & Wine Only, Package, 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: Casper Brewing Company, LLC (Applicant), located at 3803 & 3807 Ballybunion Rd., is requesting approval of a change in ownership for their Class TBPS (Tavern, Beer & Wine Only, Package, and Sunday Sales) liquor license.

Current Ownership: David Casper, 100%

Proposed Ownership: David Casper, 75%; and Axel Jimenez, 25%

After a Public Hearing on July 8, 2025, the Liquor Commission positively recommended the Change in Ownership application to Council. At the July 8, 2025, Liquor Commission meeting, the Change in Ownership was approved, but the Commission continued the request for a Redefinition of Premises to the August 12, 2025, Liquor Commission Meeting to allow additional time for staff and the applicant to review the request. 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 June 29, 2025, in *The Pantagraph*. 11 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class TBPS Liquor License is \$1,800 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. 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 5B Application_Casper Brewing Company LLC](#)

[CLK 5C Draft Minutes_Casper Brewing Company LLC](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: Casper Brewing Company, LLC

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

- Completed Application
- Lease Agreement
- Financial Statement
- Operations Agreement
- Letter Detailing Change
- List of Owners
- Computer Generated Site/Floor Plan (Received from DSD)
- B/N Package Tax Registration Form
- Articles of Incorporation
- B/N Tax Registration Forms (Amusement, Package, Food & Beverage)
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- \$2,000 Bond on File
- Certificate of Liability Insurance

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)	Casper Brewing Company LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Casper Brewing Company
Legal Entity Address <i>(including City, State, and Zip)</i>	3807 Ballybunion, Bloomington IL 61704
Legal Entity Phone Number	3092004212
Legal Entity Email Address	casperbrewingcompany@gmail.com
Establishment Address including Zip	3807 Ballybunion, Bloomington IL 61704
Establishment Phone Number	3092004212
Establishment Email Address	casperbrewingcompany@gmail.com
*Email Address for <u>ALL</u> City Communications:	casperbrewingcompany@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
David Casper	Bloomington	Illinois	61704
Phone Number	Email Address		
3092004212	casperbrewingcompany@gmail.com		

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

Name (First & Last)	City	State	Zip
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	
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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	
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EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
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MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
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RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
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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 **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:* _____
☐ N/A

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:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Brewery Tasting room
- What class of liquor license is being sought? (See descriptions beginning on page 1.) TBP
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ 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>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: Adding new owner at 25%
- If approved, how would the liquor license benefit the City and its residents? Tax and tourism attraction
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? If yes, please explain:
Occasional Bands, Festivals
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☐ 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? _____
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	4	9
Tuesday:	4	9
Wednesday:	4	9
Thursday:	4	9
Friday:	2	11
Saturday:	2	11
Sunday:	Closed	Closed
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Golf course
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
Golf course open during nice weather 9 months of the year. 7-7
 - Is the area predominately residential, are they single or multi-family homes?
na
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Ballybunion Road, east west road, 2 lane, no parking.
- How much additional traffic is expected to be generated with a liquor license? None
- Describe any and all on- and off-street parking: one site parking for over 200
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 0

**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: Current Liquor license in place, new 25% owner also has LL at other
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:

Sold 25% ownership and adding person to LL. Asking for perimeter redefining for festivals and like.

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.

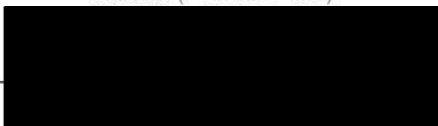
Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

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.

David Casper

Name (Please Print)



Owner

Title

053125

Date

Asst. Police Chief Paul Williams asked if the location would be rented out for parties. Mr. Pacey explained that they would rent it out for birthday or similar parties during the hours they were not open to the general public or occasionally on Sundays.

Commissioner Brady asked if they would serve food. Mr. Pacey indicated that only frozen pizza would be served.

Mr. Boyle noted that there had been no issues with the prior establishment Mr. Pacey had owned and operated when it was open.

Commissioner Brady asked if anyone in the audience was present to speak for or against the item. Tony Woolery, after being sworn, addressed the Commission.

Mr. Woolery spoke in support of the 8-Bit Arcade Bar. He shared his personal experience of enjoying arcade bars as a place to relax, unwind, and have fun while enjoying adult beverages. He stated that he believed the establishment would bring a vibrant and enjoyable entertainment option to Downtown Bloomington and noted that he strongly supported the liquor license application.

Commissioner Brady closed the Public Hearing at 4:20 p.m.

Commissioner Meister made a motion, seconded by Commissioner Poondru, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru

Motion carried.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Casper Brewing Company, LLC, located at 3803 & 3807 Ballybunion Rd., Requesting Approval of a Change in Ownership and a Redefinition of Premises for their Class TBPS (Tavern, Beer & Wine Only, Package, and Sunday Sales) Liquor License.

Commissioner Brady opened the Public Hearing at 4:21 p.m.

Axel Jimenez, Proposed Partial Owner of Casper Brewing Company, LLC (Applicant), after being sworn, addressed the Commission.

Asst. Corporation Counsel George Boyle outlined the application, which included a change in ownership and a request to redefine the premises. He explained the need for additional information about the proposed premise redefinition and requested that the Commission review only the ownership change and that the redefinition of premise part of the Item be continued to a future meeting date.

Mr. Jimenez stated that he bought into the business about a month prior to the hearing date and would take over 25% of ownership, leaving David Casper with 75%.

Commissioner Meister asked if the business operations would remain the same. Mr. Jimenez answered yes.

Commissioner Poondru asked if staff would be BASSET Certified. Mr. Jimenez answered yes.

Mr. Boyle asked if Mr. Jimenez had other businesses that sold alcohol. Mr. Jimenez explained that he also held ownership in Bloomington Tennis & Turf.

Commissioner Brady asked if anyone in the audience was present to speak for or against the item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:24 p.m.

Commissioner Meister made a motion, seconded by Commissioner Poondru, to positively recommend the change in ownership to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru

Motion carried.

Commissioner Meister made a motion, seconded by Commissioner Poondru, to continue the redefinition of premises application to the August 12, 2025 Liquor Commission Meeting.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru

Motion carried.

The following item was presented:

Item 5.E. First Appearance on a Citation Issued to Shri Sharda LLC, d/b/a Main Street Convenient Mart, Located at 1919 S. Main St., for Violating Chapter 6, Section 26(a) of the Bloomington City Code Relating to Selling Alcohol to a Minor.

Asst. Corporation Counsel George Boyle presented a citation issued to Shri Sharda LLC, d/b/a Main Street Convenient Mart for selling alcohol to a minor. He explained that during a Police compliance check the establishment was found in violation, had since admitted to the violation, and agreed to pay a standard first-offense fine of \$600.

The following item was presented:

Item 5.F. First Appearance on a Citation Issued to Chi Family Express LLC, d/b/a Chi Family Express LLC, Located at 3907 General Electric Rd. Unit 6, for Violating Chapter 6, Section 26(a) of the Bloomington City Code Relating to Selling Alcohol to Two Minors.

Asst. Corporation Counsel George Boyle presented a citation issued to Chi Family Express for selling alcohol to minors during a Police compliance check. He explained that the incident involved two minors, which resulted in a \$800 fine. He stated that the establishment had admitted to the violation and settled the case.

The following item was presented:

Item 5.G. First Appearance on a Citation Issued to Fiesta Ranchera of Bloomington, Inc., d/b/a Fiesta Ranchera No. 5, Located at 2103 N. Veterans Pkwy Unit 212, for Violating Chapter 6, Section 26(a) of the Bloomington City Code Relating to Selling Alcohol to Two Minors.

Asst. Corporation Counsel George Boyle presented a citation against Fiesta Ranchera of Bloomington Inc., for a failed a Police compliance check on May 29, 2025, for selling to a minor. He noted that the violation was the establishment's first, and that they would pay a standard \$600 fine. He stated that while the settlement documents were not yet signed, an agreement had been reached, and paperwork was expected to be completed before the next meeting.



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: August 11, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving the Vacation of the Portion of West Elm Street, between South Center Street and South Main Street, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3d. Expanded retail businesses

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: At the recommendation of City staff, the Applicant seeks Vacation of the portion of West Elm Street, between South Center Street and South Main Street, to facilitate redevelopment of the Developer's adjacent properties. The vacation would only occur should the developer be able to move forward with this project, and this item gives them the ability to move forward with necessary – and costly – design work to see if the project is feasible. Should the project move forward, the market value of the vacation (\$85,535.03) would be proposed as an incentive as part of a future redevelopment agreement to be considered by the City Council. Other than the Illinois Department of Transportation ("IDOT") controlled right-of-way of South Center Street and South Main Street, the Developer is the owner of all properties adjacent to the portion of West Elm Street being requested for vacation.

City Code Chapter 24, Attachment 1 ([Street and Alley Vacation Policy](#)) requires that the City Council hold a public hearing prior to the passage of any ordinance vacating any street or alley. The Illinois Municipal Code and the policy of the City require a three-fourths vote (of the Council Members holding office) to approve any ordinance to vacate a street or alley. Accordingly, **a vote of 7 Council members voting in the affirmative is required to approve the proposed Ordinance.**

City policy allows Vacation of a street or alley when it is determined both that such right-of-way is not needed presently or in the future for public access and that such vacation advances the public good. The policy is available online [here](#).

All of the following policies should be met prior to the vacation of a street or alley.

- *The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.*

- The vacation of West Elm Street will allow redevelopment of currently vacant properties that are adjacent to a frequently traveled corridor in south Bloomington. **The policy is met.**
- *The right-of-way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to the adjacent or nearby property owners and the City's willingness to assume liability for the same.*
 - The only utilities within the street right-of-way are those serving the currently vacant business, owned by the Applicant, which will be demolished with the proposed redevelopment. All sign-off letters from the local utilities have been received. The portion of the street requested for vacation has limited traffic as it does not continue to the east and only continues one block to the west so traffic impact will be minimal. **The policy is met.**
- *The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses.*
 - Vacating the street will not have a significant adverse effect. The limited number of drivers that would use this street would only need to divert one block to the south. **The policy is met.**
- *Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated.*
 - This street does not serve a park, open space, or natural/man-made attraction. The street vacation will not negatively impact views. **The policy is met.**

Staff finds that the West Elm Street vacation is for the public good and will allow for the redevelopment of multiple infill properties along the South Main Street corridor and recommends approval of the vacation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public hearing on the street vacation was held on August 11, 2025, by Council. Notice of the Public Hearing was published in *The Pantagraph* on July 23, 2025. Notices were also sent by certified mail to the adjoining property owners and local utility providers.

FINANCIAL IMPACT: No immediate net impact: the Applicant will reimburse the City for the fair market value of the land. However, Vacation will allow the redevelopment of currently vacant commercial properties which may result in future increases in property tax base and sales tax.

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

[DSD 2B Ordinance](#)

[DSD 2C Ordinance Exhibit A - Legal Description](#)

[DSD 2D Ordinance Exhibit B - Vacation Plat](#)

ORDINANCE NO. 2025 -

AN ORDINANCE APPROVING THE VACATION OF THE PORTION OF WEST ELM STREET BETWEEN SOUTH CENTER STREET AND SOUTH MAIN STREET

WHEREAS, there was heretofore filed with the Development Services Department of the City of Bloomington, McLean County, Illinois, by Kenneth & Angela Clem ("APPLICANT"), a Petition requesting the Vacation of the right of way known as West Elm Street between South Center Street and South Main Street, legally described in Exhibit A ("STREET"); and

WHEREAS, said Petition included a Vacation Plat prepared by David Brown, Illinois Professional Land Surveyor No. 2725 of Lewis, Yockey & Brown, Inc., dated July 28, 2025, depicted in Exhibit B ("PLAT"); and

WHEREAS, City staff have reviewed the request to Vacate the STREET and determined that the STREET right of way is of no value to the City (excluding market value) either now or in the foreseeable future, and recommend Council approve the Vacation; and

WHEREAS, the Fair Market Value ("VALUE") of the STREET has been determined to be \$85,535.03, as required by the *Bloomington City Code § 24 - Attachment 1 – Street and Alley Vacation Policy* ("POLICY"); and

WHEREAS, the APPLICANT owns all private property adjacent to the STREET proposed for Vacation; and

WHEREAS, Council, after proper notice was given, conducted a public hearing on said Vacation, August 11, 2025; and

WHEREAS, Council, following said public hearing, made findings of fact that said request meets the standards for granting vacation of a street, as set forth in the POLICY, including:

- That the STREET is not needed presently or in the future for public access; and
- That the Vacation advances the public good, reduces City maintenance expenses, and facilitates the redevelopment of the adjacent vacant properties; and
- The Vacation will not have a significant adverse effect on the security, accessibility or operations of nearby land uses; and
- The STREET to be Vacated does not lead to any park, open space, view, natural area, or any other natural or man-made attraction; and

WHEREAS, City Council has the power to pass this Ordinance and grant said Vacation.

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 portion of West Elm STREET, legally described in Exhibit A and

depicted on the PLAT, is hereby vacated.

SECTION 3. City staff is hereby directed to record the PLAT, with this Ordinance of approval, with the Office of the McLean County Recorder.

SECTION 4. City staff is hereby authorized to transfer the Vacated STREET property to the APPLICANT, upon payment of the VALUE of such to the City.

SECTION 5. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

SECTION 7. This Ordinance shall take effect immediately after 1) the approval and execution of a Development Agreement with the APPLICANT related to the private property(s) adjacent to the STREET, and 2) its approval and publication as required by law.

PASSED this 11th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

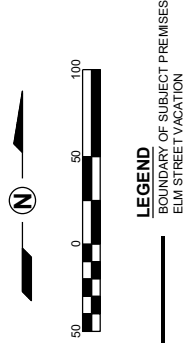
Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description

All of Elm Street 50 feet wide right of way in Miller, Foster and Others Addition to the City of Bloomington, in the NW¼ of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, bounded on the north by the south line of Block 14 in said Miller, Foster and Others Addition; bounded on the south by the north line of Block 15 in said Miller, Foster and Others Addition; bounded on the east by the west line of Main Street as extended between Block 14 and Block 15 in said Miller, Foster and Others Addition; and bounded on the west by the east line of Center Street as extended between Block 14 and Block 15 in said Miller, Foster and Others Addition.

EXHIBIT B



LEGEND
BOUNDARY OF SUBJECT PREMISES
ELM STREET VACATION



Legal Description

All of Elm Street 50 feet wide right of way in Miller, Foster and Others Addition to the City of Bloomington, in the NW 1/4 of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, bounded on the north by the south line of Block 14 in said Miller, Foster and Others Addition; bounded on the south by the north line of Block 15 in said Miller, Foster and Others Addition; bounded on the east by the west line of Main Street as extended between Block 14 and Block 15 in said Miller, Foster and Others Addition; and bounded on the west by the east line of Center Street as extended between Block 14 and Block 15 in said Miller, Foster and Others Addition.

Surveyor's Certificate

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that to the best of my knowledge and belief the plat shown herein is an accurate representation of public street right of way to be vacated prepared under my direction.

07/25/2025 Date
David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expires 11/30/2026

