CITY OF BLOOMINGTON ILLINOIS

# CITY OF BLOOMINGTON COUNCIL MEETING DECEMBER 16, 2019

## COMPONENTS OF THE COUNCIL AGENDA

### RECOGNITION AND PROCLAMATION

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

### PUBLIC COMMENT

Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, please complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. 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.

### 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.

### 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, At-Large -** Tari Renner

**City Council Members**
Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Mboka Mwilambwe
Ward 4 - Julie Emig
Ward 5 - Joni Painter
Ward 6 - Jenn Carrillo
Ward 7 - Scott Black
Ward 8 - Jeff Crabill
Ward 9 - Kim Bray

**City Manager -** Tim Gleason
**Deputy City Manager -** Billy Tyus

## 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

# AGENDA

**REGULAR SESSION MEETING AGENDA**
**CITY COUNCIL CHAMBERS**
**109 EAST OLIVE STREET, BLOOMINGTON, IL 61701**
**MONDAY, DECEMBER 16, 2019, 6:00 P.M.**

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call**
5. **Recognition/Appointments**
   - **A. Proclamation Honoring Susan Hartzold**
6. **Public Comment**
7. **Consent Agenda**

   Electronic Roll Call Vote

   A. Consideration and action on the Purchase of LED Lighting Upgrades in the amount of $157,537.80 for Grossinger Motors Arena, and the Approval of the Ameren Application for Energy Efficiency Incentives, as requested by the Facilities Department and the Grossinger Motors Arena. *(Recommended Motion:* The proposed Purchase and Application be approved.*)*

   B. Consideration and action on a Resolution approving release and retention of Executive Session minutes, as requested by the City Clerk Department. *(Recommended Motion:* The proposed Resolution be approved.*)*

   C. Consideration and action on an Ordinance Approving an Agreement with Sprint Communications Company L.P. for the Continued Maintenance and Use of a Fiber Optic Cable System Established Under and Over Certain Public Rights of Way in the City of Bloomington, Illinois, as requested by the Legal Department. *(Recommended Motion:* The proposed Ordinance be approved.*)*

   D. Consideration and action on an Ordinance approving a Special Use Permit for a Sports and Fitness Establishment in the M-1, Restricted Manufacturing District, for property located at 1601 S. Bunn Street, as requested by the Community Development Department. *(Recommended Motion:* The proposed Ordinance be approved.*)*

   E. Consideration and action to approve an Ordinance Approving the Final Plat of MVAH Partners Subdivision, subject to the petitioner paying the required tap-on fees, so the property owner can prepare for a future site development, as requested by the Public Works Department. *(Recommended Motion:* The Ordinance be approved, subject to the petitioner paying the required tap-on fees.*)*

F. Consideration and action on a Change of Ownership Application from Bloomington Chateau Partners, LLC, d/b/a Chateau Hotel and Conference Center to Hostmark Hospitality Group, Inc., d/b/a Chateau Hotel and Conference Center, located at 1621 Jumer Drive requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department. *(Recommended Motion:* The proposed License be approved contingent upon compliance with all building, health, and safety codes.*)*

G. Consideration and action on a Change of Ownership Application from MGN Foods, Inc., d/b/a Franzetti's Pantry Plus to 9JKDIO, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington Street, requesting a Class PBS (Package Sales, Beer and Wine Only, and Sunday Sales) liquor license, as requested by the City Clerk Department. *(Recommended Motion:* The proposed Application be approved contingent upon compliance with all building, health, and safety codes.*)*

H. Consideration and action on the Change of Ownership Application from ERJ Dining IV, LLC, d/b/a Chili's Grill and Bar to Brinker Restaurant Corporation, d/b/a Chili's Grill and Bar, located at 2107 N. Veterans Parkway, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department. *(Recommended Motion:* The proposed License be approved contingent upon the compliance with all building, health, and safety codes.*)*

I. Consideration and action on the Application of Sarahbest, Inc. d/b/a Bloomington Rosati's Pizza, located at 203 N. Prospect Road, #300, requesting an RBS (Restaurant, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion:* The proposed License be approved contingent upon compliance with all building, health, and safety codes.*)*

J. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 19 and Lot 19A in Peoria Point, from David G. Hunt to the petitioners, Carey M. and Angela K. Davis, as requested by the Public Works Department. *(Recommended Motion:* The proposed Lease Transfer be approved.*)*

K. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 3, Block 28, in Camp Potawatomie, from Barbara Rokos to the petitioner, Barbara Rokos, as Trustee of the Barbara Rokos Trust, as requested by the Public Works Department. *(Recommended Motion:* The proposed Lease Transfer be approved.*)*

**8. Regular Agenda**

Electronic Roll Call Vote

A. Consideration and action on an Ordinance Amending Chapter 11 of the City Code to Prohibit Cannabis Business Establishments, as requested by the Legal Department. *(Recommended Motion:* The proposed Ordinance be approved.*)* (Presentation by Jeffrey R. Jurgens, Corporation Counsel, 5 minutes; and City Council discussion, 5 minutes.)

B. Consideration and action on an Ordinance Adopting a Text Amendment to the City of Bloomington Zoning Ordinance, Chapter 44 of the City Code, to Address Adult-Use Cannabis Business Establishments in the City of Bloomington, as requested by the Community Development Department and the Legal Department. *(Recommended Motion:* The alternate Ordinance Amending the City Zoning Code to Allow Two Adult-Use Cannabis Dispensing Organizations as a Special Use in Certain Districts, to Prohibit all other Types of Cannabis Business Establishments, and to Prohibit the On-Site Consumption of Cannabis, be approved.*)* (Presentation by Jeffrey R. Jurgens, Corporation Counsel, 5 minutes; and City Council discussion, 30 minutes.)

C. Consideration and action on an Ordinance Amending Chapter 39 of the City Code to Implement a Cannabis Retailers' Occupation Tax in the City of Bloomington, as requested by the Legal Department and the Administration Department. *(Recommended Motion:* The proposed Ordinance be approved.*)* (Presentation by Jeffrey R. Jurgens, Corporation Counsel, 5 minutes; and City Council discussion, 5 minutes.)

D. Consideration and action on an Ordinance Amending Chapter 28 of the City Code Regarding Cannabis & Drug Paraphernalia Violations, as requested by the Legal Department and the Police Department. *(Recommended Motion:* The proposed Ordinance be approved.*)* (Presentation by Jeffrey R. Jurgens, Corporation Counsel, 5 minutes; and City Council discussion, 5 minutes.)

**9. City Manager's Discussion**

**A. Finance Director's Report**
https://www.cityblm.org/government/advanced-components/documents/-folder-145

**10. Mayor's Discussion**

**11. Council Member's Discussion**

**12. Executive Session - Cite Section**

Clerk-led Roll Call Vote

**13. Adjournment**

Voice Vote

# RECOGNITIONS

# PROCLAMATION HONORING SUSAN HARTZOLD

WHEREAS, Susan Hartzold, a Bloomington resident and raised on a Danvers Township farm, has served the McLean County Museum of History for 28 years as Curator of Collections and Exhibits; and

WHEREAS, Susan Hartzold is a product of McLean County schools and a graduate of Illinois State University; and

WHEREAS, Susan Hartzold has completed 42 exhibits at the Museum of History, including overseeing and coordinating the four new permanent exhibits at the Museum, *Challenges, Choices and Changes* as well as *Lincoln In McLean County*; and

WHEREAS, Susan Hartzold has won three national awards for previous exhibits, *A Turbulent Time: Perspectives of the Vietnam War* (2008-2010), *Journey Through the Great Depression* (2004-2007) and *Just Corn: the 'Amaizing' Story* (1997); and

WHEREAS, the Illinois Association of Museums just recognized Susan Hartzold with their Lifetime Professional Achievement Award on November 12 in Normal; and

WHEREAS, Susan Hartzold has helped preserve and share the fascinating history of McLean County through her thorough scholarship and engaging designs which bring history to life;

Therefore;

BE IT RESOLVED, that the City of Bloomington goes on record on December 16, 2019 congratulating Susan Hartzold for her outstanding contributions to our community and our story; and

BE IT FURTHER RESOLVED, that the City of Bloomington congratulates Susan Hartzold on her recent well-deserved Illinois History Award and looks forward to her continued work to share our McLean County story with our residents, fellow Illinoisans and visitors from throughout the nation and the world.

Tari Renner
Mayor

Leslie Yocum
City Clerk

# CONSENT AGENDA

# CONSENT AGENDA ITEM NO. 7.A

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Facilities Department and Grossinger Motors Arena

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and action on the Purchase of LED Lighting Upgrades in the amount of $157,537.80 for Grossinger Motors Arena, and the Approval of the Ameren Application for Energy Efficiency Incentives, as requested by the Facilities Department and the Grossinger Motors Arena.

**RECOMMENDED MOTION:** The proposed Purchase and Application be approved.

**STRATEGIC PLAN LINK:**
-Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

**BACKGROUND:** In a constant effort to reduce costs at the Grossinger Motors Arena with regards to electrical power consumption, the City is actively pursuing cost savings measures. We are in phase two of converting the lighting in the arena event area to LED (Light Emitting Diode). In reaching out and having conversations with Ameren Illinois, the best place to start was in the event area, addressing the costly metal halide fixtures. Working with Ameren and using their Energy Efficiency Program, the City can apply for rebate/grant incentives to offset the cost of the project and its installation for possibly up to $30,000.

There are approximately 70+ high bay 500-1000-watt metal halide fixtures in use currently. These are the main lights for events like hockey, basketball, football, plus theater setup, and they average a use of around 4,000+ hours annually. By working with a U.S. Communities/OMNIA Partners electrical lighting designer and supplier, we can design and implement the process of converting the event level to LED lights in a phased approach. The first phase addressed the lights above the seating sections in the arena bowl and were installed in August of 2018. The second phase will see the purchase and installation of an Ephesus LED fixture which operates at 400 watts, which is a 60% energy savings per fixture alone. These new fixtures will also provide the ability to dim, change color and pattern, plus provide clear TV production quality needed for broadcast competitions such as the Illinois High School Association. In addition, LED lighting will be implemented in the aisle ways for life safety measures during possible evacuation of the building. These fixtures will be purchased through a U.S. Communities/OMNIA Partners joint purchasing contract #EV2370 (exp. 1/31/2023) with Graybar of Peoria. The City has successfully used the U.S. Communities/OMNIA Partners purchasing alliance in the past.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** VenuWorks, Ameren Illinois, Leidos, Inc., and Illinois Commerce Commission Electricity Allies.

**FINANCIAL IMPACT:** The total cost for the LED fixture lighting is $157,537.80. Funds totaling $325,000 were included in the FY 2020 Budget under the City Arena-Capital Outlay Equipment Other than Office account (57107110-72140) for $225,000 and the $100,000 out of City Arena-Buildings account (57107110-72520). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 174, 243, 358, 361 and 362. The total purchase will be paid out of the City Arena-Capital Outlay Equipment Other than Office account (57107110-72140).

**COMMUNITY DEVELOPMENT IMPACT:** UEW-1.3 Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs. UEW-1.3b Coordinate with internal and external utility service providers through regular information exchange and cooperative planning of utility
infrastructure where feasible. Schedule infrastructure repair with other utilities to promote efficiency and minimize service disruption. UEW-1.3f Work closely with all utilities to promote the use and design of energy efficient practices such as the use of energy efficient lighting.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Ftacek, Facility Maintenance Supervisor

Reviewed by:

Russel Waller, Director of Facility Management 11/26/2019

Carla Murillo, Procurement Manager 11/26/2019

Chris Tomerlin, Budget Manager 11/27/2019

Jeffrey R. Jurgens, Corporation Counsel 12/3/2019

Tara Henry, Legislative Assistant 12/6/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- FAC 1B US Communities Co-op Contract
- FAC 1C Eaton Lighting Plan_Photometric Drawings
- FAC 1D Ephesus Lumadapt 8 Description and Product Features
- FAC 1E Graybar Quote A_redacted
- FAC 1F Graybar Quote B_redacted
- FAC 1G Ameren Incentive Application_redacted
- FAC 1H Peoria Civic Center LED Upgrade Brochure

U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

GraybaR
works to your advantage

# Serving State & Local Government, Education, Special Districts, and Non-Profits

Graybar is the awarded supplier of these materials and solutions through the U.S. Communities Program, a national purchasing cooperative that reduces the cost of goods and services by utilizing the pooled power of public agencies nationwide.

## CONTRACT # EV2370

Electrical, Lighting, Data/Communication, Networking, Wireless, Security & Related MRO Supplies.

Service Solutions to Support Products

## Why U.S. Communities through Graybar?

As a leading distributor of electrical, lighting, data/communications, networking, security and related MRO products, Graybar helps its customers power, network and secure their facilities with speed, intelligence and efficiency. With 290 locations across North America, Graybar is a local distributor backed by the strength of a FORTUNE 500 company with more than 148 years of experience. We believe that no other company in our industry can match our experience, stability or our reputation. Graybar's success is driven by the success of our agency customers and manufacturers. Our goal is simple. We listen to what you need, we connect you to the right solution and then we deliver on our word. It's how Graybar works to your advantage.

## Satisfies Competitive Bid Process

The Graybar-U.S. Communities contracts were solicited and awarded to meet the "Joint Powers Authority" or "Cooperative Procurement Authority" via a competitive solicitation bid by a lead public agency, City of Kansas City, MO. These contracts satisfy the competitive solicitation requirement of public agencies in nearly every state. Participating public agencies invest less time and money in the procurement process, leveraging the aggregate volume of other state, local government and educational agencies nationwide.

## Leading Association Sponsorship

U.S. Communities is proud to be the only national purchasing cooperative co-sponsored by five leading national governmental organizations and over 90 state associations. National sponsors include: the National Association of Counties, the National League of Cities, the U.S. Conference of Mayors, the Association of School Business Officials International and the National Governors Association.

## No Cost to Participate

There are no costs or spend limits to participate in the U.S. Communities program. Simply register online at uscommunities.org. Registration does not obligate you to purchase through the program, but it does introduce you to a wide range of products and services at outstanding prices.

## Value Added Services

A complete and comprehensive offering of value added services to support the products included in our contract. Services may include, but not limited to: assessment, repair, renovation, installation, testing, inventory, emergency, recovery, training and other related services that may be offered through Graybar.

## eCommerce – Inventory Management

Connect with Graybar through Graybar.com, private marketplaces or punch out. Graybar supports our customer's eProcurement initiatives by interfacing with a variety of ERP systems, software providers and marketplaces. We make it easy for customers to find products, place orders, check on transactions and much more — 24/7.

Imagine an inventory management system so accurate and reliable, it frees up more of your time to do what matters most. Graybar SmartStock® is the latest way we help customers be more efficient and productive.

## Customer Focus

Graybar has developed an unmatched selection of value added services and solutions to support the products we distribute daily. We are committed to satisfying our customers through delivery of consistent, reliable and quality service.

## Graybar Financial Services

Graybar Financial Services® (GFS) provides states, local governments and educational institutions financing for products covered in our contracts including volume purchases or projects including material and installation. Call 800-241-7408 or visit graybar.com/gfs for a low monthly quote.

## Graybar U.S. Communities Program Managers

**Jeff Peskuski** ▪ (630) 640-4905 ▪ *jeff.peskuski@graybar.com*

**Rob Rhoads** ▪ (202) 445-8992 ▪ *robert.rhoads@graybar.com*

# Contracts: Products and Services

U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

## Electrical and MRO

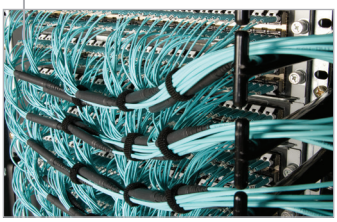
## Power Distribution

## Motor and Power Control

## Plant, Industrial and Utility Products

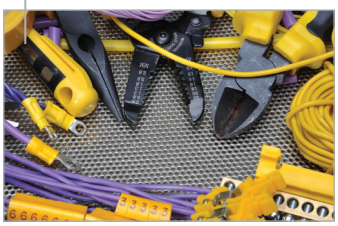
## Voice and Data Communication

## Fiber and Copper Cable and Connectivity



## Wireless and Mobile Communication

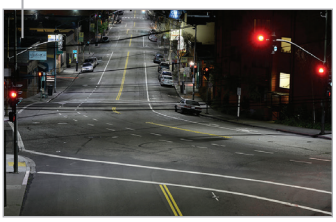
## Metering, Tools and Testing



## Lamps and Lighting Products

## LED Indoor/Outdoor Lighting

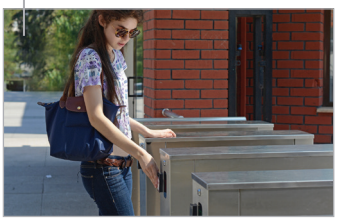
## LED Roadway and Parking Lighting



## Energy Management and Lighting Controls

## Security Products

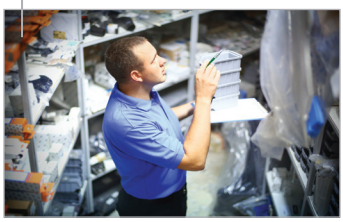
## Entrance Protection



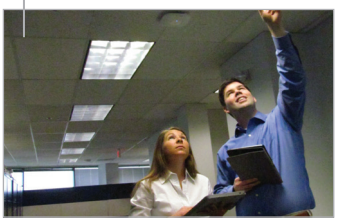
## Paging and Notification

## Safety

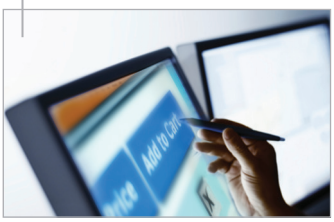
## Inventory and Stores Solutions



## Lighting and Power Services/ROI



## eBusiness



## Recycling Services

Mixed Sources
Product group from well-managed forests, controlled sources and recycled wood or fiber
www.fsc.org Cert no. XXX-XXX-000
© 1996 Forest Stewardship Council
FSC

PROUD MEMBER OF THE:
NIGP Business Council

GraybaR
works to your advantage

*Updated: January 22, 2018* | #801184

*Powering Business Worldwide*

**PHOTOMETRIC DRAWINGS FOR:**

# Grossinger Motors Arena
# Bloomington, IL

## Project #:  EPH-2239
## June 17, 2019

**PREPARED BY :**


## EATON'S EPHESUS LIGHTING

**125 E JEFFERSON ST**

**SYRACUSE, NY 13202**

**315-579-2873**

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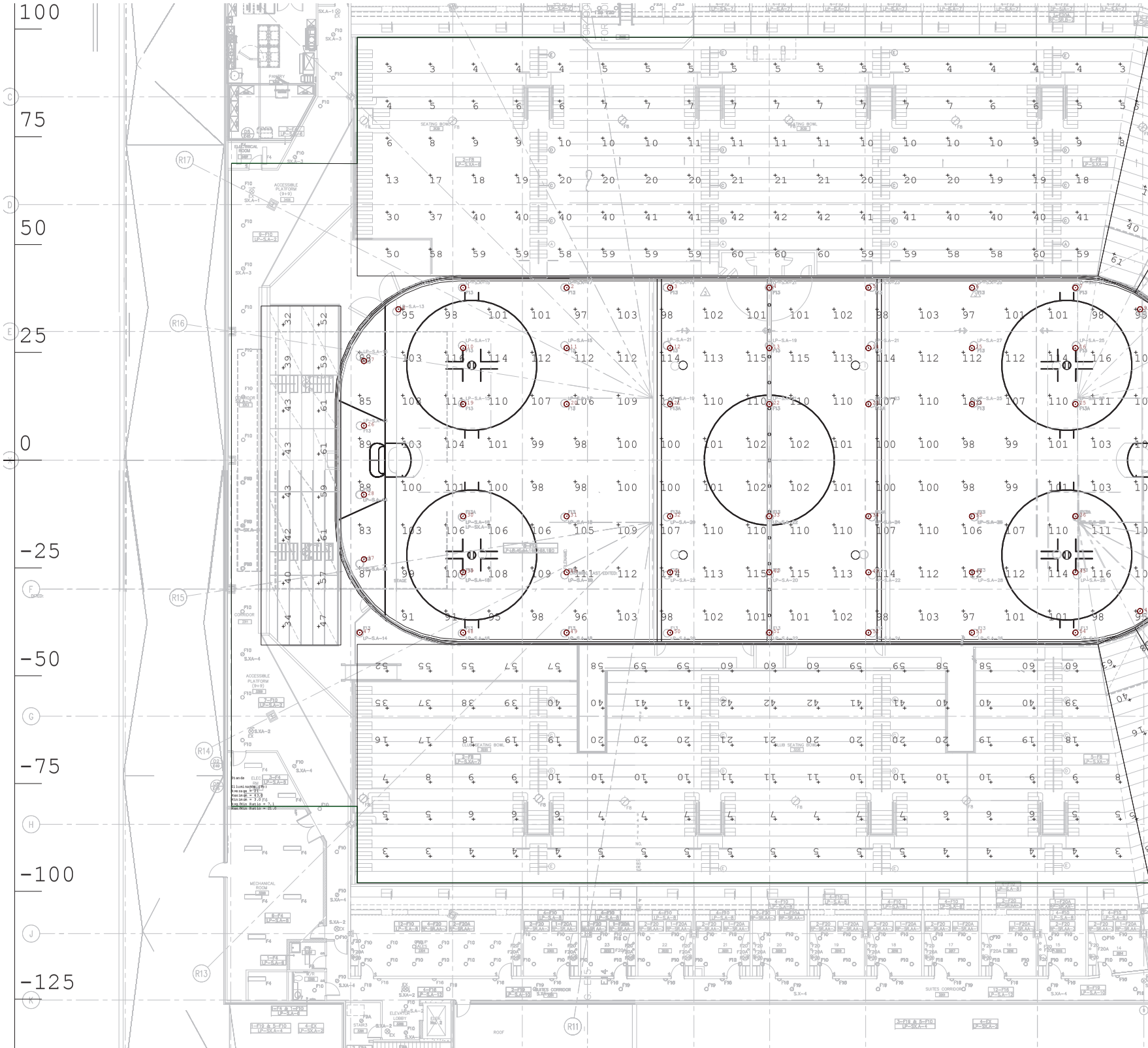


## DESCRIPTION

The Lumadapt 8 LED luminaire, integral to the Lumadapt LED lighting system, delivers industry-first features and performance. Designed for sports and entertainment venues, Lumadapt 8 provides color temperature tuning, integrated RGBA color flooding, and beam tuning while capturing health and performance data which is stored securely in the data cloud. Turn on the features you need, as you need them, and as additional capabilities are offered to always keep your facility's lighting on the cutting edge.

| | | |
|---|---|---|
| **Catalog #** | | **Type** |
| **Project** | Bloomington, IL Arena | |
| **Comments** | GrayBar - SourceWell | **Date** |
| **Prepared by** | | |

## SPECIFICATION FEATURES

**Beam tuning optics**
Dynamically controls light distribution from fixture's light sources for wider and narrower beams.

**Color temperature tuning**
Dynamically adjust between warmer and cooler tones for different sports and events.

**Integrated color**
Optional integrated RGBA color capabilities for color flooding, scenes and effects.

**Feedback and monitoring**
Individual fixture and system level data is stored securely in the data cloud for review of performance and health.

**Easy field commissioning**
Integrated Near Field Communication (NFC) in each fixture allows for communication to unpowered fixtures to set CCT, beam angle and other parameters on the job site.

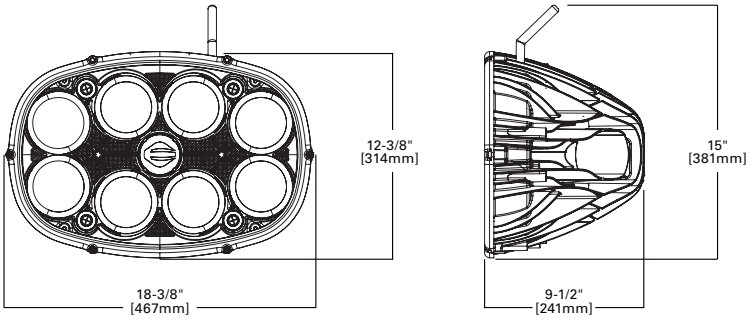
**Mounting options**
A variety of mounting options combined with 360 degree mounting orientation provides flexibility for any installation.

**Construction**
Solid state design means no moving parts to wear out or replace, providing maintenance-free operation.

# LUMADAPT 8

SPORTS LIGHTING

## DIMENSIONS




Unit features flexible antenna

## CERTIFICATION DATA

IP66 Rated

## EPA

**Effective Projected Area** (Sq. Ft.): 1.4

## SHIPPING DATA

**Approximate Net Weight:**
28 lbs. (12.7 kgs.)

## ORDERING INFORMATION

**Sample Number:** EPH-G8-HV-N-PC-BLK-IP

| Product Line | Model | Voltage | Optics | LED | Fixture Color | Controls |
|---|---|---|---|---|---|---|
| **EPH**=Ephesus | **G8**=Lumadapt 8 | **HV**=high voltage<br>**LV**= low voltage | **N**=Narrow | **PC**=color tunable white & RGBA | **BLK**=black<br>**WHT**=white | **IP**=IP |

## SPECIFICATION AND PERFORMANCE DATA

| | LUMADAPT 8 |
|---|---|
| **Lumen output** | up to 50,000 lumens |
| **Input wattage / power supply output wattage** | 440 watts / 400 watts |
| **Input voltage (high voltage)** | 277-480VAC, 50/60 Hz |
| **Input voltage (low voltage)** | 120-240VAC, 50/60 Hz |
| **CCT Range** | 3000K-6500K (4000K-5400K maintained lumens) |
| **Color lighting** | Integrated RGBA |
| **Lumen Output by Color** | |
| **Red** | 325 |
| **Green** | 1950 |
| **Blue** | 277 |
| **Amber** | 1395 |
| **CRI** | >/= 80 CRI |
| **TLCI** | >70 TLCI (2) |
| **Dimming range** | Full range; 1-100% |
| **Beam angle** | Equivalent to NEMA 3-5 |
| **Operating temperature range** | -40 degrees C to +50 degrees C |
| **Usage** | Indoor/outdoor |
| **Mounting options (3G rated)** | Pendant, yoke |
| **Mounting angle** | 360 degrees / full range |
| **IP rating** | IP66 |
| **Electrical certifications** | UL 8750, UL 1598 |
| **NEMA rating** | NEMA 4X |
| **Surge** | 10kV common mode / 4kV differential mode |
| **Effective Projected Area** | 1.4 ft sq |
| **Approximate Weight** | 28 lbs (3) |

**NOTES:**
**1.** For proper functionality, Lumadapt 8 fixtures must be sold with other Lumadapt system components.
**2.** Higher TLCI fixtures available upon request.
**3.** Mounting options and hardware may vary and affect final fixture weight.
**4.** Specifications are subject to change without notice.

**Model#** EPH-G8-[LV,HV]-N-PC-BLK-IP

**Manufacturer:** Eaton (formerly Cooper Lighting)
**Brand:** Ephesus
**Technical Requirements Version:** 4.4
**Date Qualified:** 05/29/2019
**Product ID:** P17QMEO9

## Categorization

**Main:** Outdoor Luminaires
**General Application:** Very High Output
**Primary Use:** Architectural Flood and Spot Luminaires
**System Type:** AC

**Classification:** standard
**Is Parent Product:** Yes
**DLC Family Code:** DDDKGO
**Listing Status:** Listed

View Notes

Tested Data | Reported Data | Zonal Lumens | Spacing Criteria | Product Features | Version History | Family Data

**Light Output:** 33436.5 lm
**Wattage:** 327.7 W
**Maximum Tested Wattage:** 432.4 W
**Voltage Range:** 120 - 347 V
**Efficacy (AC):** 102 lm/W
**Power Factor:** 0.9734
**CCT:** 3052 K
**CRI:** 81.9

2424 NORTH MAIN ST
EAST PEORIA IL 61611-1742
Phone: 309-427-2017
Fax: 309-694-6128

To: BLOOMINGTON, CITY OF
PURCHASING DIVISION
109 E. OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: JOSH FTACEK
Phone: [redacted]
Fax:
Email:

Date: 11/18/2019
**Proj Name: GROSSINGER AISLE LIGHTING**
**GB Quote #: 0234137332**
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 11/18/2019
Valid To: 12/18/2019
Contact: CINDY KOEPPEL
Email: [redacted]

# Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Notes:** **JOSH,**
**GOOD MORNING, HERE IS THE REVISED QUOTE FOR THE AISLE LIGHTING AS WELL.**
**THANK YOU,**
**CINDY KOEPPEL,**
**SALES REPRESENTATIVE**

| Item | Item/Type | Quantity | Supplier | Catalog Nbr | Description | Price | Unit | Ext.Price |
|---|---|---|---|---|---|---|---|---|
| 100 | | **30 EA** | **LUMENPULSE** | **LBS-120-30K-VN-LSLV-BK-NO-UL-10'** | | **$371.19** | **1** | **$11,135.70** |

**Total in USD (Tax not included): $11,135.70**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

**To learn more about Graybar, visit our website at www.graybar.com** **24-Hour Emergency Phone#: 1-800-GRAYBAR**

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109 E. OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: JOSH FTACEK

Date: 11/18/2019
**Proj Name: GROSSINGER AISLE LIGHTING**
**GB Quote #: 0234137332**

# Proposal

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GRAYBAR ELECTRIC COMPANY, INC
TERMS AND CONDITIONS OF SALE

1 ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc ("Graybar") and, when applicable, Graybar's suppliers If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar
2 PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F O B shipping point, prepaid and bill Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs
3 RETURN OF GOODS - Credit may be allowed for goods returned with prior approval A deduction may be made from credits issued to cover cost of handling Returns will not be accepted for services or any material which has been modified at the request of or by Buyer In addition, no custom orders may be returned
4 TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate
5 DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery
6 LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES
7 LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance
8 WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement
9 MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein
10 REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice The Buyer should contact the nearest Graybar service location to return reels
11 CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E O 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law 41 CFR 60-1 4, 60-741 5, and 60-250 5 are incorporated herein by reference, to the extent legally required
12 FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U S C §§78dd-1, et seq ) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U N Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur
13 ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void
14 GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof All suits arising from or concerning this agreement shall be filed in the Circuit Court of St Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof
15 PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only
16 EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters
17 CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar

**Signed:**_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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109 E. OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: JOSH FTACEK
Phone: [redacted]
Fax:
Email:

Date: 11/13/2019
**Proj Name: REVISED GROSSINGER ARENA**
**GB Quote #: 0234109313**
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 11/13/2019
Valid To: 12/13/2019
Contact: CINDY KOEPPEL
Email: [redacted]

# Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Notes:** **JOSH,**
**HERE IS YOUR REVISED PRICING THAT WILL BE FIRM THROUGH THE END OF JANUARY UNLESS THERE WOULD BE ANY TARIFF ACTIONS BETWEEN NOW & THEN, WHICH LETS CROSS OUR FINGERS THERE ISNT. THIS PRICING TAKES INTO CONSIDERATION THE CREDIT OF THE 2 ORIGINAL FIXTURES PRIOR TO GOING TO THE G8. PLEASE LET ME KNOW IF YOU HAVE ANY ?'S OR NEED ANYTHING ELSE IN REGARDS TO THIS.**
**THANK YOU,**
**CINDY KOEPPEL,**
**SALES REPRESENTATIVE**

| Item | Item/Type | Quantity | Supplier | Catalog Nbr | Description | Price | Unit | Ext.Price |
|---|---|---|---|---|---|---|---|---|
| 100 | | **54 EA** | **COOPER LTG GROUP** | **EPHESUS EPH-G8-HV-N-PC-BLK-IP** | | **$2,711.15** | **1** | **$146,402.10** |

***Item Note:*** **BOM TO INCLUDE:**

**ARENA LIGHTING PER LAYOUT TO INCLUDE:**

**54 - EPH-G8-BLK-PG-C10-BP/PENDANT MOUNT KIT W/CORD GRIP**
**1 - EPH-CRA-LV-M-POE/MASTER CORE ROUTER ASSEMBLY**
**2 - EPH-CRA-LV-S-N/SECONDARY CORE ROUTER ASSEMBLY**
**54 - EPH-RGB/RGB TUNING**
**54 - EPH-KTA/COLOR TEMPERATURE TUNING**
**54 - EPH-BTA/ BEAM SPREAD TUNING**
**54 - HF3-LG-5FT/SAFETY CABLES**
**3 - 3S350/UNINTERRUPTIBLE POWER SUPPLY (UPS)**
**1 - EPH-PSU/EPHESUS PROJECT START UP**
**1 - ESGMAT-EPHESUS/FRONT END USER INTERFACE**

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109 E. OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: JOSH FTACEK

Date: 11/13/2019
**Proj Name: REVISED GROSSINGER ARENA**
**GB Quote #: 0234109313**

# Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Total in USD (Tax not included): $146,402.10**

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# Proposal

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TERMS AND CONDITIONS OF SALE

1 ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc ("Graybar") and, when applicable, Graybar's suppliers If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar
2 PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F O B shipping point, prepaid and bill Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs
3 RETURN OF GOODS - Credit may be allowed for goods returned with prior approval A deduction may be made from credits issued to cover cost of handling Returns will not be accepted for services or any material which has been modified at the request of or by Buyer In addition, no custom orders may be returned
4 TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate
5 DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery
6 LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES
7 LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance
8 WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement
9 MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein
10 REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice The Buyer should contact the nearest Graybar service location to return reels
11 CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E O 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law 41 CFR 60-1 4, 60-741 5, and 60-250 5 are incorporated herein by reference, to the extent legally required
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14 GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof All suits arising from or concerning this agreement shall be filed in the Circuit Court of St Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof
15 PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only
16 EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters
17 CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar

**Signed:**_____

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# Standard Lighting Application

**Does your facility qualify?**

☒ Non-residential facility
☒ Electric projects: electric delivery service rate DS2, DS3, DS4, DS5, or DS6 and Energy Efficiency Programs Charge on Ameren Illinois electric bill for the service point corresponding to the electric project. DS5 accounts should discuss with Ameren Illinois representatives prior to starting.

**Does your project qualify?**

☒ Replacing existing in-service (working) equipment with new, energy efficient equipment
☒ New equipment meets eligibility guidelines as specified in this application
☒ Estimated project completion date is by ~~December 31, 2019~~ See page 13 for completion date

**What you should know before beginning:**

☒ Preapproval is **required** for ALL Standard Application projects requesting more than $10,000 of incentive money. Do not purchase (including generating purchase orders) new equipment until receiving an official preapproval letter.
☒ Multiple incentive applications less than $10,000 at the same facility within 120 days of each other will not be accepted. Phased projects requesting less than $10,000 may submit separate applications when completion dates are at least 120 days apart.
☒ Stockpiles of equipment are not allowed: all incentivized material must be installed and operational.
☒ Purchases already discounted by participating retailers, including the Ameren Illinois Online Store and the Instant Incentives Offering, are not eligible.
☒ Projects must be completed within 120 days of equipment purchase date. See page 13 for completion date
☒ Final application paperwork is due within 30 days of project completion **or by ~~December 31, 2019, whichever comes first.~~**
☒ Electric projects are capped at $500,000.
☒ Incentive applications are also capped at the project cost, which includes the costs of material and external labor (internal labor is not considered).
☒ Application paperwork can be submitted via email or hard copy. Emails that include "zip" files cannot be received. You will receive a confirmation email within two business days of submitting an application; please contact us if you do not receive a confirmation email.
☒ Please be aware that projects submitted on this application, completed Jan. 1, 2019 or later may only receive incentives for eligible equipment if it is (1) self-installed by an employee of the Ameren Illinois customer listed on this application, or (2) installed by an Illinois Commerce Commission-approved Certified Installer. A complete list of Certified Installers can be found at https://www.icc.illinois.gov/utility/default.aspx?type=28.
☒ **Please save file to computer and use Adobe Acrobat to open the document. Most browsers (Chrome, Internet Explorer, Safari) do not auto-fill calculations**

**Participation instructions:**

- Step One: Determine if your project requires preapproval. If the total incentive request is over $10,000, preapproval is required.
- Step Two, Track A: If preapproval is required, submit the application for preapproval and do not purchase any material or generate purchase orders until a preapproval letter is issued. You will be notified if a pre-inspection is required.
- Step Two, Track B: If preapproval is not necessary, an application for "funds reserved" may be submitted, or the project may begin. See page 13 for completion date
- Step Three: Within 30 days of project completion (all equipment installed and operational) or by ~~December 31, 2019~~ – whichever comes first – submit a completed Incentive Payment Request form and all supporting documentation requested (or entire application, if not previously submitted). Applications are reviewed and approved projects paid within 60 days of approval.
- Step Four: Program staff may conduct a post installation verification inspection upon receiving final application paperwork.

*Detailed, step-by-step instructions, FAQs, and other helpful information are available in the Application Guide (AmerenIllinoisSavings.com/portals/0/business/forms/application-guide.pdf).

**Instant Incentives:**

Select lighting equipment is not eligible for this application, but may be purchased at a discount from participating distributors through the Instant Incentives Offering. Visit AmerenIllinoisSavings.com/instant for details.

- LED bulbs replacing existing screw-based or pin-based bulbs
- LED recessed can fixtures and trim kits
- LED linear lamps utilizing fluorescent sockets

***Want to create accurate customer estimates without cut sheets or referencing the wattage lookup table?***

Try the Online Lighting Application and receive your incentive faster!

**https://www.amplifyincentives.com/amil**

# Standard Lighting Application

## Customer and Project Information

*Red indicates a required field.*

### Ameren Illinois Customer Information

| Customer Name on Ameren Illinois Account | | Ameren Illinois Electric Account Number: |
|---|---|---|
| City of Bloomington | Signed W-9 form is required documentation<br>Click here for a blank W-9 form | [redacted]<br>Ameren Illinois Natural Gas Account Number: |

| Mailing Address | City | State | Zip |
|---|---|---|---|
| 109 E. OLIVE ST. | BLOOMINGTON | IL | 61701 |

| Contact Name | Title |
|---|---|
| Josh Ftacek | Facilities Maintenance Supervisor |

| E-mail Address | Phone (XXX) XXX-XXXX | Ext. | Fax (XXX) XXX-XXXX |
|---|---|---|---|
| [redacted] | [redacted] | | [redacted] |

| Secondary Contact Name (if applicable) | Phone (XXX) XXX-XXXX | E-mail Address |
|---|---|---|
| Russel Waller P.E. | [redacted] | [redacted] |

**Physical Installation Address (if different than above)**

| Installation Address | City | State | Zip |
|---|---|---|---|
| 101 South Madison St. | Bloomington | IL | 61701 |

Check one: [X] Owner [ ] Tenant (If tenant, please complete the Landlord Consent Form)

**Name(s) of the person(s) who referred you to the Ameren Illinois Energy Efficiency Program for this project:**

| Name of Ameren Illinois or Energy Efficiency Employee | Name of Referring Contractor or Program Ally |
|---|---|
| Harvey Lloyd & Steve Smith | Cindy Koeppel - GrayBar - Peoria, IL |

### Project Installation Information

[ ] Self-installed by an employee of the Ameren Illinois customer listed on this application

[X] Installed by Illinois Commerce Commission-registered Certified Installer (Name as registered with ICC: installer will be required to be ICC Certified in the Bid

### Contractor/Program Ally Information
(if applicable)

| Company Name | Contact Name | Title |
|---|---|---|
| GraybaR | Cindy Koeppel | Sr. Outside Sales Representative |

| Mailing Address | City | State | Zip |
|---|---|---|---|
| 2424 N Main St | East Peoria | IL | 61611 |

| E-mail Address | Phone (XXX) XXX-XXXX | Ext | Fax (XXX) XXX-XXXX |
|---|---|---|---|
| [redacted] | [redacted] | | |

### Facility/Project Description

Interior Lighting Facility Type (check one):

- [ ] Assisted Living
- [ ] Childcare/Preschool
- [ ] College
- [ ] Convenience Store
- [ ] Elementary School
- [ ] Grocery
- [ ] Healthcare Clinic
- [ ] High School/Middle School
- [ ] Hospital
- [ ] Hotel/Motel, Common Areas
- [ ] Hotel/Motel, Guest Rooms
- [ ] Manufacturing Facility
- [ ] Movie Theater
- [ ] Multi-Family Common Areas
- [X] Municipality
- [ ] Office
- [ ] Religious Building
- [ ] Restaurant
- [ ] Retail – Dept. Store
- [ ] Retail – Strip Mall
- [ ] Unknown/Misc
- [ ] Warehouse

Exterior Lighting Only (check one):

- [ ] Garage
- [ ] Garage 24/7
- [ ] Exterior – dusk to dawn
- [ ] Exterior – dusk to 10 p.m.
- [ ] Exterior – dusk to midnight
- [ ] Exterior – dusk to 2 a.m.
- [ ] Exterior – < 1080 hrs/year *(must use Custom Application)*

Facility Size (total interior square feet served by the account number provided above):

180,000

Project Description (check one):

- [ ] Replacement of Failed Equipment
- [X] Replacement of Operating Equipment(retrofit)
- [ ] Process Improvement

Is the space cooled?

- [X] Yes
- [ ] No

Is the space heated?

- [X] Yes
- [ ] No

If yes, select heating source from the list:

- [X] Natural gas
- [ ] LP
- [ ] Electric resistance
- [ ] Electric heat pump (including geothermal)
- [ ] Other (please specify)

**Newer versions posted to the Ameren Illinois Energy Efficiency Program website supersede all previous versions. The revision number is listed in the footer of each page. If you received pre-approval, the version of the application that was available at the time you submitted your pre-approval application will apply. If you did not obtain pre-approval, the version of the application that corresponds with the purchase dates of your equipment will apply.**

# Standard Lighting Application

## Incentive Calculation Section

### Interior LEDs

**Eligibility Criteria:**

- Replace existing interior lighting with new LED lighting
- New screw base and pin base LED lamps/bulbs are NOT eligible for this application:
  - E39 mogul base UL Types B and C bulbs, pin base, mini/candelabra base, and medium base bulbs: please visit AmerenIllinoisSavings.com/Instant to purchase discounted LEDs from a local distributor under the Instant Incentives Offering
  - E39 mogul base UL Type A and other specialty bulbs: please submit a Custom application (visit AmerenIllinoisSavings.com/custom)
- LED recessed can fixtures or trim kits are no longer eligible, but select equipment may be available through the Instant Incentives Offering. Please visit AmerenIllinoisSavings.com/Instant for more information.New LEDs must be either new fixture or fully-integrated "insert" style retrofit kit (DLC category must be "Retrofit Kit"). LED lamps using linear fluorescent sockets do NOT qualify (i.e. DLC category of "Linear Replacement Lamp" is NOT eligible).
- DLC Qualified GX24 and G24q pin based lamps are eligible under this measure
- New equipment must be UL-listed
- **Eligibility for new LED luminaries is limited to products that appear on any one of the following qualified product lists:**
  - **DLC** Design Lights Consortium solid state lighting QPL (please note the DLC classification, "DLC Standard" or "DLC Premium"): http://www.designlights.org/QPL
  - **ENERGY STAR fixtures** ENERGY STAR qualified commercial Solid State fixtures: http://www.energystar.gov/productfinder/product/certified-light-fixtures/results
- Make a copy of this page if additional lines are needed

**Please complete the watt reduction worksheet below.**

| Existing lighting type | Quantity of existing fixtures | Fixture input wattage of existing lighting (including driver) | Total existing wattage | Quantity of new fixtures | Fixture input wattage of new lighting | Total new wattage | New lighting manufacturer's part number | Source of eligibility (DLC Standard, DLC Premium, ENERGY STAR) | Watts reduced (existing minus new) |
|---|---|---|---|---|---|---|---|---|---|
| *Example: 400W metal halide* | *100* | *455* | *45,500* | *100* | *75* | *7,500* | *HLC-4455-X* | ☒ DLC-Standard ☐ DLC-Premium ☐ ENERGY STAR | *38,000* |
| RAB QF500F | 22 | 500 | 11,000 | 16 | 400 | 6,400 | EPH-G8-HV-N-PC-BLK- P | ☒ DLC-Standard ☐ DLC-Premium ☐ ENERGY STAR | 4,600 |
| LITHONIA: TE-1000M-E22C-277 | 46 | 1,080 | 49,680 | 20 | 400 | 8,000 | EPH-G8-HV-N-PC-BLK- P | ☒ DLC-Standard ☐ DLC-Premium ☐ ENERGY STAR | 41,680 |
| LITHONIA: TE-1000M-E22C-277-W/RESTR KE | 8 | 1,350 | 10,800 | 8 | 400 | 3,200 | EPH-G8-HV-N-PC-BLK- P | ☒ DLC-Standard ☐ DLC-Premium ☐ ENERGY STAR | 7,600 |
| RUUD LIGHTING LFS 8X54T5 UNV 4-12 | 12 | 454 | 5,448 | 10 | 400 | 4,000 | EPH-G8-HV-N-PC-BLK- P | ☒ DLC-Standard ☐ DLC-Premium ☐ ENERGY STAR | 1,448 |
| | | | | | | | | **Total reduction in wattage** | 55,328 |

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# Standard Lighting Application

| Interior LEDs | | | | |
|---|---|---|---|---|
| **Measure Code** | **Equipment description** | **Incentive per unit (A)** | **Unit (B)** | **Incentive (A) X (B)** |
| **BPL18** | Replace existing T12 fluorescent fixtures with DLC "Standard," DLC "Premium," or ENERGY STAR interior LED lighting | $0.35/watt reduced | Watts reduced (from worksheet above) | $ |
| **BPL67** | "DLC Standard" or ENERGY STAR interior LED lighting (excluding T12 fluorescent replacement) | $0.40/watt reduced | Watts reduced (from worksheet above) 55,328 | $ $ 22,131.20 |
| **BPL21** | "DLC Premium" interior LED lighting (excluding T12 fluorescent replacement) | $0.45/watt reduced | Watts reduced (from worksheet above) | $ |

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# Standard Lighting Application

## Exterior LED Lighting

**Eligibility Criteria:**

- Replace existing exterior lighting with new LED lighting
- New screw base and pin base LED lamps/bulbs are NOT eligible for this application:
  - E39 mogul base UL Types B and C bulbs, pin base, mini/candelabra base, and medium base bulbs: please visit AmerenIllinoisSavings.com/Instant to
  - E39 mogul base UL Type A and other specialty bulbs: please submit a Custom application (visit AmerenIllinoisSavings.com/custom)
- LED recessed can fixtures or trim kits are no longer eligible, but select equipment may be available through the Instant Incentives Offering. Please visit AmerenIllinoisSavings.com/Instant for more information.
- New LEDs must be either new fixture or fully-integrated "insert" style retrofit kit (DLC category must be "Retrofit Kit"). LED lamps using linear fluorescent sockets do NOT qualify (i.e. DLC category of "Linear Replacement Lamp" is NOT eligible).
- DLC Qualified GX24 and G24q pin based lamps are eligible under this measure
- New equipment must be UL-listed
- **Eligibility for new LED luminaries is limited to products that appear on any one of the following qualified product lists:**
  - **DLC** Design Lights Consortium solid state lighting QPL (please note the DLC classification, "DLC Standard" or "DLC Premium"): http://www.designlights.org/QPL
  - **ENERGY STAR fixtures** ENERGY STAR qualified commercial Solid State fixtures: http://www.energystar.gov/productfinder/product/certified-light-fixtures/results
- Exterior lighting operating less than 1,080 hours/year must use Custom application.
- Make a copy of this page if additional lines are needed

**Please complete the watt reduction worksheet below.**

| Existing lighting type | Quantity of existing fixtures | Fixture input wattage of existing lighting (including driver) | Total existing wattage | Quantity of new fixtures | Fixture input wattage of new lighting | Total new wattage | New lighting manufacturer's part number | Source of eligibility (DLC Standard, DLC Premium, ENERGY STAR) | Watts reduced (existing minus new) |
|---|---|---|---|---|---|---|---|---|---|
| *Example: 400W metal halide* | *100* | *455* | *45,500* | *100* | *75* | *7,500* | *HLC-4455-X* | ☒ DLC-Standard<br>☐ DLC-Premium<br>☐ ENERGY STAR | *38,000* |
| | | | 0 | | | 0 | | ☐ DLC-Standard<br>☐ DLC-Premium<br>☐ ENERGY STAR | |
| | | | 0 | | | 0 | | ☐ DLC-Standard<br>☐ DLC-Premium<br>☐ ENERGY STAR | |
| | | | 0 | | | 0 | | ☐ DLC-Standard<br>☐ DLC-Premium<br>☐ ENERGY STAR | |
| | | | 0 | | | 0 | | ☐ DLC-Standard<br>☐ DLC-Premium<br>☐ ENERGY STAR | |
| | | | | | | | | **Total reduction in wattage** | 0 |

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# Standard Lighting Application

| Exterior LED Lighting | | | | |
|---|---|---|---|---|
| **Measure Code** | **Equipment description** | **Incentive per unit (A)** | **Unit (B)** | **Incentive (A) X (B)** |
| **BPL19** | Replace existing T12 fluorescent fixtures with DLC "Standard," DLC "Premium," or ENERGY STAR exterior LED lighting | $0.35/watt reduced | Watts reduced (from worksheet above) _____ | $ |
| **BPL50** | "DLC Standard" or ENERGY STAR exterior LED lighting (excluding T12 fluorescent replacement) | $0.40/watt reduced | Watts reduced (from worksheet above) _____ | $ |
| **BPL22** | "DLC Premium" exterior LED lighting (excluding T12 fluorescent replacement) | $0.45/watt reduced | Watts reduced (from worksheet above) _____ | $ |

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# Standard Lighting Application

## LED Cooler/Freezer Lighting

**Eligibility Criteria:**

- Equipment must be installed on low- and medium-temperature main coolers and freezers; or low- and medium temperature reach-in coolers and freezers (-10 through +41 degrees F)
- Refrigerated case lighting, replacing fluorescent lamps with LED lighting
- New LED lamps using linear fluorescent sockets do NOT qualify (i.e. DLC category of "Linear Replacement Lamp" is NOT eligible)
- UL-listed
- **Eligibility for new LED luminaries is limited to products that appear on any one of the following qualified product lists:**
  - **DLC** Design Lights Consortium solid state lighting QPL (please note the DLC classification, "DLC Standard" or "DLC Premium"): http://www designlights org/QPL
  - **ENERGY STAR fixtures** ENERGY STAR qualified commercial Solid State fixtures: http://www energystar.gov/productfinder/product/certified-light-fixtures/results
- Make a copy of this page if additional lines are needed

**Please complete the watt reduction worksheet below.**

| Existing lighting type | Quantity of existing fixtures | Fixture input wattage of existing lighting (including driver) | Total existing wattage | Quantity of new fixtures | Fixture input wattage of new lighting | Total new wattage | New lighting manufacturer's part number | Source of eligibility (DLC Standard, DLC Premium, ENERGY STAR) | Cooler or freezer | Watts reduced (existing minus new) |
|---|---|---|---|---|---|---|---|---|---|---|
| *Example: 1 lamp T12 with magnetic ballast* | *100* | *50* | *5,000* | *100* | *15* | *1,500* | *HLC-4455-X* | ☒ ENERGY STAR<br>☐ DLC-Standard<br>☐ DLC-Premium | ☒ Cooler<br>☐ Freezer | *3,500* |
| | | | 0 | | | 0 | | ☐ ENERGY STAR<br>☐ DLC-Standard<br>☐ DLC-Premium | ☐ Cooler<br>☐ Freezer | |
| | | | 0 | | | 0 | | ☐ ENERGY STAR<br>☐ DLC-Standard<br>☐ DLC-Premium | ☐ Cooler<br>☐ Freezer | |
| | | | 0 | | | 0 | | ☐ ENERGY STAR<br>☐ DLC-Standard<br>☐ DLC-Premium | ☐ Cooler<br>☐ Freezer | |
| | | | 0 | | | 0 | | ☐ ENERGY STAR<br>☐ DLC-Standard<br>☐ DLC-Premium | ☐ Cooler<br>☐ Freezer | |
| | | | | | | | | | **Total reduction in wattage** | 0 |

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# Standard Lighting Application

| LED Cooler/Freezer Lighting | | | | |
|---|---|---|---|---|
| **Measure Code** | **Equipment description** | **Incentive per unit (A)** | **Unit (B)** | **Incentive (A) X (B)** |
| **BPL17** | Replace existing T12 fluorescent fixtures with DLC "Standard," DLC "Premium," or ENERGY STAR cooler or freezer LED lighting | $0.35/watt reduced | Watts reduced (from worksheet above) ____ | $ |
| **BPL93** | "DLC Standard" or ENERGY STAR cooler or freezer LED lighting (excluding T12 fluorescent replacement) | $0.40/watt reduced | Watts reduced (from worksheet above) ____ | $ |
| **BPL20** | "DLC Premium" cooler or freezer LED lighting (excluding T12 fluorescent replacement) | $0.45/watt reduced | Watts reduced (from worksheet above) ____ | $ |

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# Standard Lighting Application

## Permanent Lamp/Fixture Removal

**Eligibility Criteria:**

Permanent Lamp or Fixture Removal

- These measures are only to be used if no new fixtures or lamps are installed – permanent removal only.
- "Before" photos of modified fixtures may be requested at any time - it is up to the Ameren Illinois customer to make sure these are available (photos cannot be taken more than 90 days prior to the date you submit your application). Without photo documentation, Ameren Illinois reserves the right to deny the portion of the incentive resulting from fixture reductions. Including before and after photos with your application may help to speed project approval.
- These incentives cannot be combined with incentive requests for lighting upgrades that are calculated on a "watts reduced" basis.
- Current lamps must be operational and operating (at a minimum) a standard work day.
- *If you are removing multiple configurations of fixtures (e.g. different number of lamps, or different wattages), please attach a spreadsheet that specifies the quantity of fixtures, the wattage per fixture, and the total wattage reduced for each configuration.*
- Lamps must be permanently removed from the fixture and the fixture must be modified so that lamps cannot be reinstalled at a later time - e.g. removing tombstones/sockets.

| Measure Code | Description | Quantity of Fixtures (A) | | Fixture Input Wattage (Watt/Fixture including ballast factor) (B) | Wattage Reduced (A x B) (C) | Unit Incentive (D) | Total Incentive (C) x (D) |
|---|---|---|---|---|---|---|---|
| **BPL68** | Permanent Fixture/Lamp Removal (linear fluorescent only) | Quantity of fixtures permanently removed | | | | **$0.15/W reduced** | $ |
| **BPL69** | Permanent Fixture/Lamp Removal (all other lighting types) | Quantity of fixtures permanently removed | | | | **$0.15/W reduced** | $ |
| | | | | | **BPL68 + BPL69 (E)** | | $ 0.00 |
| | | | | | **Equipment, recycling, and external labor costs for the permanent fixture removal,** as reflected on the accompanying invoice (the incentive is capped at this amount). Internal labor costs cannot be included. | **(F)** | $ |
| | | | | | **Requested Incentive** Lessor of (E) and (F) | | $ |

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# Standard Lighting Application

## Lighting Controls

**Eligibility Criteria:**

- New sensor installations only – replacement sensors are not eligible. The controls must be "Manual On/Auto Off" OR "Auto On/Auto Off."
- Each sensor must control 125W or greater (over 800W controlled may be submitted as a custom project, if desired). Less than 125W, see BPL79.
- Sensors must be hard-wired.
- Sensors controlling exterior spaces must have photocell in addition to occupancy sensor.
- Sensors for new construction must use the New Construction Lighting Application.
- The new installation qualifies as using the "vacancy sensor" setting if lighting must be manually switched ON and automatically switches OFF (as opposed to a standard occupancy sensor that automatically switches both ON and OFF).

| Measure Code | Description | Type | Wattage Controlled per sensor | Unit Incentive (A) | Number of Units (B) | Total Incentive (A) X ( B) |
|---|---|---|---|---|---|---|
| BPL72 | Fixture Mounted Occupancy Sensors for Fluorescent or LED Systems | ☑ Interior ☐ Exterior | | $40/control | | $ |
| BPL73 | Remote Mounted Occupancy Sensors Using Ultrasonic or Passive Infrared Technology | ☑ Interior ☐ Exterior | | $40/control | | $ |
| BPL74 | Wall Switch Plate Mounted Occupancy Sensors Using Ultrasonic or Passive Infrared Technology | | | $40/control | | $ |
| BPL30 | Occupancy Sensor plus Daylight Controls (Interior only) | | | $50/control | | $ |

## Low Wattage

**Eligibility Criteria:**

- New occupancy sensor installations only – replacement sensors are not eligible.
- Sensors for new construction must use the New Construction Lighting Application.
- The new installation qualifies as using the "vacancy sensor" setting if lighting must be manually switched ON and automatically switches OFF (as opposed to a standard occupancy sensor that automatically switches both ON and OFF).
- Sensor must be hard-wired and control 50 to 124W.
- Sensors controlling exterior spaces must have photocell in addition to occupancy sensor.

| Measure Code | Description | Type | Wattage Controlled per sensor | Unit Incentive (A) | Number of Units (B) | Total Incentive (A) X ( B) |
|---|---|---|---|---|---|---|
| BPL79 | Low Wattage Occupancy Sensors or Daylight Dimming Controls | ☐ Interior ☐ Exterior | | $20/control | Fixture Mounted<br>Remote Mounted | $ |
| BPL31 | Low Wattage Occupancy Sensor plus Daylight Controls (Interior Only) | | | $25/control | Fixture Mounted<br>Remote Mounted | $ |

# Standard Lighting Application

## LED Cooler/Freezer Lighting Controls

**Eligibility Criteria:**

- Must be a new installation or wall, ceiling, or case mounted controls
- Must control at least 70 watts
- Sensor must reduce LED operation by at least 30% time. Please contact program representatives for "hi/lo" sensors to discuss eligibility

| Measure Code | Description | Installation | Wattage controlled per sensor | Incentive (A) | Number of Units (B) | Total Incentive (A X B) |
|---|---|---|---|---|---|---|
| BPL94 | LED cooler or freezer controls/sensors | ☐ Cooler ☐ Freezer | | $12/sensor | | $ |

## LED Signs

**Eligibility Criteria:**

These measures cannot be combined with purchases from the Ameren Illinois Online Store or purchases that are already discounted by participating retailers.

**BPL78:** New signs may be one or two-sided
**BPL82:** New equipment must be UL-listed
**BPL26:** New sign must be LED

| Measure Code | Description | Eligibility | Unit Incentive (A) | Number of Units (B) | Total Incentive (A X B) |
|---|---|---|---|---|---|
| BPL78 | LED Exit Sign replacing an existing incandescent or fluorescent fixture | What is the existing equipment? ☐ Fluorescent ☐ Incandescent | $20/sign | | $ |
| BPL82 | LED Exit Sign Retro-fit Kit 6W or less, must be converting an existing incandescent exit sign to LED | | $10/kit | | $ |
| BPL26 | LED Open Sign replacing an existing neon-type sign | | $20/sign | | $ |

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| | |
|---|---|
| **ESTIMATED LIGHTING INCENTIVE:** Total of All Measures (A) | $ 22,131.20 |
| **TOTAL PROJECT COST:** (Total of project cost, including material cost and external labor cost) (B) | $ 157,537.80 |
| **TOTAL LIGHTING INCENTIVE:** (Lesser of (A) and (B)) | $ $ 22,131.20 |

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# Standard Lighting Application

## Terms and Conditions

**1. DEFINITIONS:** In addition to terms defined elsewhere herein, when any one of the following terms is used in these Terms and Conditions, wherein the first letter is written with a capital letter, then that term shall have the following definition. Words importing persons include corporation, and words importing only the singular include the plural and vice versa when the context requires.
**a) "Ameren Illinois"** shall mean Ameren Illinois Company d/b/a Ameren Illinois.
**b) "Application"** shall mean the Customer completed document used to apply for cash incentives, program Terms and Conditions, and any other appropriate application-specific documentation.
**c) "Application Guide"** shall mean the downloadable file (PDF format) that includes: directions for completing the Application, Customer eligibility criteria, and any other appropriate documentation.
**d) "Customer"** shall mean an Eligible Customer who has submitted an Application for incentive money using their Ameren Illinois account number. The Customer shall become a party to the agreement upon acceptance of Customer s Application by Ameren Illinois.
**e) "Custom Initiative"** shall mean those projects associated with incentives that are not Standard or Streetlighting Initiatives, including but not limited to: *Custom, New Construction Lighting,* and *Feasibility Study*. See 1.k) below for a list of Standard Initiative Applications.
**f) "EEM"** shall mean energy efficiency measures.
**g) "Eligible Customers"** shall mean non-residential electric and/or gas Customers of Ameren Illinois. Each application has different eligibility requirements for Delivery Service rates (DS# for electric, GDS# for gas) to be eligible for that program. Refer to the specific program applications to determine if your business is eligible for that application. The Ameren Illinois incentive payments are awarded only to Eligible Customers for equipment that is owned by them and installed in the Ameren Illinois service area at the location that corresponds with the Ameren Illinois account number listed in the Application. All Eligible Customers are ultimately responsible for compliance with these Terms and Conditions.
**h) "Facility"** shall mean a single premise that, in general, consists of a contiguous tract of land separated by nothing more than a street, alley, or railroad right-of-way, where all buildings and/or energy-consuming devices are owned by a single Customer.
**i) "New Construction"** shall include construction of new buildings, change-of-use of existing buildings or land, additions to existing buildings, or when two or more building systems are renovated, such as shell and heating, heating and lighting, etc.
**j) "Pre-approval"** shall mean written notification to Customer of a maximum pre-approved incentive amount through a Pre-approval letter, which Ameren Illinois issues after review of the Customer s Application.
**k) "Program Bonus"** shall mean any seasonal, temporary, or promotional additional incentive monies provided by Ameren Illinois to the Customer.
**l) "Qualifying Energy Efficiency Measures (EEMs)"** shall mean either (i) standard gas or electric EEMs (i.e., measures found on any of the Standard Initiative applications: *Lighting, VFD, HVAC, Specialty Equipment, Steam Trap, and Leak Survey and Repair*); or (ii) measures eligible under the Custom Initiative approved by Ameren Illinois; or (iii) measures found in the Streetlighting or Retro-commissioning Initiative as identified in official program materials found on the Ameren Illinois Energy Efficiency website. Technologies that purport to save energy through reduction of voltage, demand, or power conditioning are not Qualifying EEMs. EEMs that displace electrical energy use or natural gas to another fuel (i.e., fuel switching proposals) are not Qualifying EEMs. Other than geothermal projects, renewable energy projects (solar, wind power, etc.) are also not eligible for incentives under this program. Unless explicitly pre-approved, EEMs must be new and covered by warranties. Natural Gas (gas) incentives do not include propane or butane measures.
**m) "Standard Initiative"** shall mean those projects associated with Standard gas or electric EEMs. Standard Initiative includes the following: *Lighting (*not *New Construction Lighting), VFD, HVAC, Specialty Equipment, Equipment Installation, Municipality Owned Street Lighting, Smart Thermostat, Steam Trap* and/or *Leak Survey and Repair*. See the Ameren Illinois Energy Efficiency website for applications (AmerenIllinoisSavings.com).
**2. OWNERSHIP OF CAPACITY AND/OR ENVIRONMENTAL CREDITS:**
**a)** EEMs purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions.
**b)** Notwithstanding the above, unless otherwise requested in writing by the Customer prior to installation of the EEMs, Ameren Illinois holds sole rights to any system capacity credits and environmental credits that may be associated with EEMs for which incentives from Ameren Illinois were received, and Ameren Illinois can dispose of these credits in any manner authorized by law or regulation.
**c)** In no event shall activity associated with any energy or environmental credits noted in Section 2(b) result in interference with the Customer s sole discretion to operate EEMs as approved in his/her incentive award.
**3. PRE-APPROVAL**
For all Applications, Ameren Illinois is not obligated to award any incentive payment unless Pre-approval is granted. Further, Ameren Illinois will not pay incentives for any EEMs ordered or any purchase order generated prior to the date of the Pre-approval letter, UNLESS, the requested incentive is less than $10,000 on any Standard Initiative Application (see 1.j above). Pre-approval reserves incentive funds for a period up to the Estimated Completion Date provided in the Pre-approval letter. After the Estimated Completion Date, Ameren Illinois may revoke the Pre-approval letter and associated incentive funds. Customer is responsible for ensuring application is accurate and equipment meets eligibility requirements in order to receive the Pre-approval incentive payment.
**4. POST-INSTALLATION VERIFICATION:** Ameren Illinois is not obligated to make any incentive payment until it has performed a satisfactory post-installation verification. This provision may be waived at the sole discretion of Ameren Illinois.
**5. INCENTIVE PAYMENT AMOUNTS:**
a) Incentive caps (per program year for a facility) are defined as follows:
i) Standard, Custom, and Retro-Commissioning applications: Electric incentives are capped at $500,000 per project. Gas incentives are capped at $100,000 per project.
ii) Incentives awarded under the Staffing Grant will be pro-rated based upon the energy savings achieved compared to the accepted savings in the staffing grant pre-approval letter, up to the pre-approved staffing grant incentive amount. See the Staffing Grant Application for further criteria.
iii) New Construction Lighting, Feasibility Study, Leak Survey and Repair, Strategic Energy Monitoring, Small Business Direct Install, and Metering & Monitoring incentives are capped all capped at lower amounts. Please see individual applications for further details.
b) Ameren Illinois reserves the right to adjust and/or negotiate the incentive amount, based upon its independent assessment of appropriate savings or cost estimates.
c) Once an incentive Application is pre-approved, Ameren Illinois will pay no more than the pre-approved incentive amount.
d) Ameren Illinois reserves the right to cap incentives at $10,000 for Standard projects that did not obtain pre-approval.
e) The sum of all Incentives and any applicable Program Bonuses for Standard, Custom, or New Construction applications will be capped at the project cost, which includes material cost and external labor cost (Internal labor is not considered in the project cost). Steam Trap Surveys are eligible for incentives when internal labor is used per the guidelines of the Steam Trap application.
**6. MONITORING AND EVALUATION FOLLOW-UP VISITS:** Customer grants Ameren Illinois and any of its agents, the right to make follow-up visits, inspections or surveys of the Customer s facility during the 36 months following the completion date of the project at a time convenient to the Customer. If Ameren Illinois discovers that the EEMs were not actually and properly installed or were subsequently disconnected within 36 months after installation, Ameren Illinois shall be entitled to money damages equal to the total amount of incentive payments made plus interest.
**7. CHANGES IN/CANCELLATION OF THE PROGRAM:**
**a)** Ameren Illinois may change the program requirements, incentives, or these Terms & Conditions at any time without notice, including suspending acceptance of Applications, denial of Applications already received, or terminating the program.
**b)** In the event of program change, Applications that have been granted Pre-approval will be processed to completion under the Terms & Conditions in effect at the time of Pre-approval by Ameren Illinois.
**c)** Cash incentives under the Ameren Illinois programs are offered on a first-come, first-served basis and are subject to project and Customer eligibility, and the availability of funds.
**8. LIMITATION OF LIABILITY AND INDEMNIFICATION:**
**a)** AMEREN ILLINOIS TOTAL LIABILITY TO CUSTOMER UNDER THESE TERMS AND CONDITIONS, OR ANY OTHER REQUIREMENT OF CUSTOMER S APPLICATION OR CONDITION OF INCENTIVE AWARD SHALL BE LIMITED TO PAYING THE INCENTIVE PAYMENTS SPECIFIED IN THE APPLICATION OR PRE-APPROVAL LETTERS. AMEREN ILLINOIS, ITS PARENT, AFFILIATES AND SUBSIDIARIES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE TO THE CUSTOMER OR FOR ANY DAMAGES IN TORT (INCLUDING NEGLIGENCE) CAUSED BY ANY ACTIVITIES ASSOCIATED WITH THIS APPLICATION; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF CUSTOMER'S PROPERTY, EQUIPMENT OR POWER SYSTEM; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER. *BY PARTICIPATING IN THE AMEREN ILLINOIS PROGRAM, CUSTOMER AGREES TO WAIVE ANY CLAIMS, EXCEPT AS PROVIDED IN THIS ARTICLE 8.a) ABOVE, AND FULLY RELEASES AMEREN ILLINOIS FROM ANY OTHER DAMAGES, OF ANY KIND ARISING OUT OF OR RELATED TO CUSTOMER'S APPLICATION.*
**b)** The Customer shall defend, protect, indemnify, and hold harmless Ameren Illinois, its parent, affiliate and subsidiaries, and their representative directors, officers, employees, and agents from and against all liabilities, losses, claims, damages, judgments, penalties, costs and expenses (including, without limitation, attorney s fees and expenses) with respect to all demands, claims, suits, causes of action, and/or judgments for injuries, including death, to any person, of third parties, and for property damage incurred by or assessed against Ameren Illinois arising out of or relating to Customer s Application.
**9. NO WARRANTIES:** Ameren Illinois does not guarantee the energy savings and its parent, affiliates, employees, and agents do not make any representations or warranties of any kind regarding the results to be achieved by the EEMs or the adequacy or safety of such measures. Ameren Illinois and its parent, affiliates, employees, and agents do not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and it provides no warranties, expressed or implied, including any implied warranty of merchantability or implied warranty of fitness for any product or services. Ameren Illinois has no obligations regarding and does not endorse or guarantee any claims, promises, work, or equipment made performed or furnished by any contractors or equipment vendors that sell or install EEMs.
**10. CUSTOMER SHALL PAY ALL TAXES:** Incentive payments received by the Customer or any Third Party Payee under this Agreement may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes, regardless of who receives the incentive.
**a)** Except as expressly provided herein, if either Ameren Illinois or the Customer desires to modify these Terms and Conditions, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.
**11. REMOVAL OF EQUIPMENT:** The Customer agrees, as a condition of participation in the program, to remove and dispose of any equipment being replaced by the EEMs in accordance with all applicable laws, rules, and regulations. The Customer further agrees not to reinstall any of replaced equipment anywhere in Illinois, or transfer it to any other party for installation in Illinois.
**12. CHOICE OF LAW AND DISPUTES.**
a) THESE TERMS AND CONDITIONS, OR ANY OTHER REQUIREMENT OF THE APPLICATION GUIDE OR CONDITION OF INCENTIVE AWARD WILL BE GOVERNED IN ALL RESPECTS BY THE LAWS, STATUTES, AND REGULATIONS OF THE STATE OF ILLINOIS. AMEREN ILLINOIS AND CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PROJECT.
b) Customer agrees that any dispute arising out of or related the workmanship or performance of an EEM or the adequacy or safety or such measure shall be resolved solely between the Customer and either the EEM contractor or equipment provider **(Rev16)**

# Standard Lighting Application

## Required Documentation Checklists

**All Applications**

Before submitting your application, please be sure to include all required information and documents as listed below.

- ☒ Complete all fields in the Customer and Project Information Section (p. 2)
- ☒ Ensure that all qualifying equipment is entered in the Incentive Calculation Section (pp. 3-10)
- ☒ Attach manufacturers' cut sheets for all energy saving equipment for which you are requesting incentives.
- ☒ *Please circle or highlight the information showing the equipment meets program technical*
- ☒ *requirements.* Ensure the application is signed by the Ameren Illinois customer and the customer has checked the box indicating compliance with the Terms and Conditions.
- ☒ Signed W-9 form with Tax Identification Number associated with the Ameren Illinois customer. **Incentives WILL NOT be paid until a completed and signed W-9 has been received.**
- ☒ Certified Installer used or self-installed by Ameren Illinois customer listed on this application? Please ensure the Certified Installer is identified on the application exactly as they are registered with the Illinois Commerce Commission (for a full list, visit https://www.icc.illinois.gov/utility/default.aspx?type=28).

**Applications Under $10,000**

Standard Initiative applications requesting less than $10,000 in incentives do not require pre-approval and should submit a signed Incentive Request Form when the project is complete, along with the required documentation above to receive payment.

**Supplemental Documentation**

There are several supplemental forms required for specific situations, as described below. All supplemental documentation can be found on the Ameren Illinois Energy Efficiency Programs website at AmerenIllinoisSavings.com/forms.

**Landlord Consent Form** (http://www.AmerenIllinoisSavings.com/portals/0/business/forms/landlord-consent-form.pdf) is required if the Ameren Illinois customer is a tenant.

**Payment Release Authorization** (http://www.AmerenIllinoisSavings.com/portals/0/business/forms/payment-release-authorization.pdf) is required if the incentive is to be paid to a party other than the Ameren Illinois customer.

**Large Incentive Request Form** (http://www.AmerenIllinoisSavings.com/portals/0/business/forms/large-incentive-request-form.pdf) is required if the total requested incentive is over $25,000.

## Customer Acknowledgment and Signature

I certify that all information provided is correct to the best of my knowledge, and I give the Company's permission to share my records with the Illinois Commerce Commission, or its contractors, who plan to evaluate my energy usage. Additionally, I will allow reasonable access to my property to verify the installation and performance of the Energy Efficiency Measures that are eligible for incentives under the Programs.

☒ By checking this box and signing below, I certify that I have read, understood and agree to the Terms and Conditions listed above (p.12). **Applications will not be accepted as "complete" unless this box is checked**

**Project Estimated Completion Date: (mm/dd/yyyy)** 09/30/2020

**Estimated Lead Time for Major Equipment (weeks)** 9 weeks

**Total Incentive** $ 22,131.20

**Print Name:** Tim Gleason **Title:** City Manager

**Signature:** **Date: (mm/dd/yyyy)** 12/16/2019

*Electronic signatures allowed and accepted by the Business Program.*
*Typing your name above constitutes a valid electronic signature.*

# Standard Lighting Application

## Incentive Payment Request Form

**This form and required documentation should only be submitted upon project completion. Project completion is defined by the Ameren Illinois Energy Efficiency Programs as all equipment installed and operable.** The documentation required for submission with a signed Incentive Payment Request Form varies based on project size and the project scenario as described below.

**Required Documentation Checklists**

**ALL PROJECTS**

- ☐ Completed this form? (Signed by the Ameren Illinois customer and checked the box indicating compliance with the Terms and Conditions.)
- ☐ Changes since pre-approval? (If applicable, submit a written summary of the specific changes and the rationale for the changes.)
- ☐ Invoices submitted? (Must show the date, place of purchase, model/part numbers, quantities and unit costs of all equipment.)
- ☐ W-9 submitted?
- ☐ Certified Installer used or self-installed by Ameren Illinois customer listed on this application? Please ensure the Certified Installer is identified on the application exactly as they are registered with the Illinois Commerce Commission (for a full list, visit https://www.icc.illinois.gov/utility/default.aspx?type=28).

**FOR PROJECTS THAT DID NOT RECEIVE PRE-APPROVAL**

All items required for ALL PROJECTS above, AND THE FOLLOWING:

- ☐ Customer and Project Information Section completed?
- ☐ Incentive Calculation Section completed?
- ☐ For Equipment incentives: Cut sheets with technical requirements circled or highlighted?
- ☐ Signed by the Ameren Illinois customer?

## Customer Acknowledgment and Signature

I certify that all information provided is correct to the best of my knowledge, and I give the Company's permission to share my records with the Illinois Commerce Commission, or its contractors, who plan to evaluate my energy usage. Additionally, I will allow reasonable access to my property to verify the installation and performance of the Energy Efficiency Measures that are eligible for incentives under the Programs.

☐ By checking this box and signing below, I certify that I have read, understood and agree to the Terms and Conditions listed in the Application (p.12). Further, I confirm that the upgrades have been completed at the facility location as specified in the "Customer and Project Information" Section of the Application. All equipment is operational and installed (not placed into storage). **Applications will not be accepted as "complete" unless this box is checked.**

**Company Name (Ameren Illinois Customer):** _____

**Project Number (Pre-Approved Projects Only):** _____

**Project Completion Date: (mm/dd/yyyy)** _____

**Print Name:** _____ **Title:** _____

**Signature:** _____ **Date: (mm/dd/yyyy)** _____

*Electronic signatures allowed and accepted by the Business Program.*
*Typing your name above constitutes a valid electronic signature*

# Standard Lighting Application

Submit Reset Form

## INSTRUCTIONS (for electronic completion and submittal):

After clicking Submit (above), if a new email message appears with this completed form attached, attach your supporting documentation (cut sheets, W-9 form, signature page, etc.) to the email and click send. You can then save a copy of the completed form to your hard drive if you wish.

If a new email message does not appear, please save this completed form to your desktop. Then, create a new email message addressed to IllinoisBusinessProjects@ameren.com, attach the file you just saved as well as required supporting documentation (cut sheets, W-9 form, signature page, etc.) to the email and click send. Do not submit "zip" files.

Individual attachments may not exceed 3 MB in size. The sum of all attachments may not exceed 10 MB, (PDF documents can generally be reduced sufficiently by selecting "Reduce File Size" under the "Document" menu in Adobe Acrobat).

Applications submitted electronically, using the "submit" button above, may receive priority in the application review process.

Ameren ILLINOIS

ENERGY EFFICIENCY PROGRAM

# LEDs Steal the Show at Peoria Civic Center

From country crooner Blake Shelton to local talent like the Peoria Rivermen Hockey Club, the Peoria Civic Center offers an array of world-class entertainment. Lighting helps create a mood to match every performance.

In the mood for savings, the civic center put two major LED lighting projects center stage in 2018. Through the Ameren Illinois Energy Efficiency Program, the city qualified for more than $152,000 in cash incentives that cut project costs by more than half.

"We are pleased to offer incentives that help municipalities conserve budget funds — and the environment," says Keith Martin, Director of Energy Efficiency for Ameren Illinois. "Upgrading to the latest LED technology is a simple, smart way to save. And today, there are LEDs to meet every need — including the unique needs of the Peoria Civic Center."

Working with Program Ally Oberlander Electric Company, Will Kenney, Director of Operations at the civic center, first targeted the 11,330-seat Carver Arena, replacing a mix of metal halide and incandescent lighting that dated back about 20 years. The team followed up by replacing HID and incandescent lighting in more than 110,000 square feet of exhibit space.

The ability to fine-tune lighting levels by zone was critical in all locations. For example, bold, bright lighting helps to showcase cars in the popular Central Illinois Auto Show; while a soft glow works better for banquets.

"Control is very important. We have to be able to provide different lighting levels to accommodate a variety of events and illuminate different sized playing surfaces in the arena," says Kenney.

With the help of Ameren Illinois Energy Advisors and Oberlander Electric Company, the Peoria Civic Center gained a better quality of light with far fewer fixtures — and the control and flexibility it needed.

"Along with a decrease in utility costs, the light quality is definitely better than before," says Kenney.

Prior to the upgrades, arena patrons frequently complained about light spilling over into

*(Continued on next page)*

*"The new LED lighting creates a much crisper and brighter ambiance and safer environment for our players performing on the ice. And the new lights have done wonders for our game presentation."*

— **Bart Rogers**, Chief Operating Officer/ Owner, Peoria Rivermen Hockey Club

# Efficiency Takes Center Stage at *AmerenIllinois*Savings.com

## Flip the Switch on Energy Waste

Lighting accounts for as much as 20 to 50 percent of the average business' electricity consumption. On the bright side, that means your business can enjoy significant savings — year after year — by making simple lighting improvements.

## The Lowdown on LEDs

ENERGY STAR® qualified LED lighting uses at least 80% less energy than incandescent lighting, which cuts operating costs. And because it lasts 35 to 50 times longer than incandescent lighting — and up to five times longer than fluorescent lighting — you'll save on maintenance costs, too.

## READY TO BEGIN?

*AmerenIllinois*Savings.com
**1.866.800.0747**

the seating area. Those complaints have been replaced by compliments.

"We've received a lot of positive feedback. Today, the lighting is much more even across the arena floor, and the shadows are gone," says Kenney.

"The new brightness in Carver Arena is great for a host of reasons. First and foremost, it creates a safer environment for our fans to enjoy the game — and they instantly notice how bright the facility looks when they walk into the arena. The new LED lighting creates a much crisper and brighter ambiance and safer environment for our players performing on the ice. And the new lights have done wonders for our game presentation," says Rogers.

*"The new LED lighting inside Carver Arena has dramatically improved the Bradley Basketball viewing experience for our fans in the arena, as well as those watching on television. In addition to creating an improved ambiance during the game, the entire lighting system allows for greater flexibility to enhance the entire Bradley Basketball game day experience."*

— Bobby Parker, Associate AD for Communications and Event & Facility Operations, Bradley University

The responsiveness of the new LED lighting system also adds a welcome bit of dramatic flair on the ice. "The ability to instantly turn the LED lights on and off allows for greater in-game promotions and fun for fans," says Rogers. "In years past, when the lights were turned off for player introductions or a special on-ice ceremony, it would take approximately 10 minutes for the old lights to warm back up, sometimes delaying the start of the game. Now that is done in just a second!"

Another speedy response came from Oberlander Electric Company in completing the upgrades. In spite of the project's significant scope, the Program Ally completed work in less than three months. The resulting savings will go on for several years.

By reducing annual energy costs by an estimated $67,000, the civic center will be able to tackle more energy-saving projects in the future. Kenney continues to work with Ameren Illinois to identify projects with the most potential.

"Now that we've got these big projects under our belt, we're looking for more," says Kenney, who was surprised at some of the incentives available.

"Ameren Illinois offers incentives for a lot of things I wasn't aware of — like hot boxes for our kitchen," says Kenney. "It's been great working with the Ameren Illinois team, and I highly recommend the Ameren Illinois programs. The application process was easy and the transition was smooth. The Ameren Illinois team made it very easy to follow through."

Thanks to that follow through, the Peoria Civic Center is now more inviting than ever — whether you're a music or sports fan. But when it comes to energy savings, LEDs steals the show.

## Energy Efficiency. It's Good Business.

Since 2008, the award-winning Ameren Illinois Energy Efficiency Program has provided millions in incentives to help business, nonprofit and public organizations reduce their annual energy costs. Incentives are available for a variety of energy-saving projects, including lighting, heating and cooling, refrigeration, motors, steam system improvements, and compressed air.

Ameren ILLINOIS

# CONSENT AGENDA ITEM NO. 7.B

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** City Clerk Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on a Resolution approving release and retention of Executive Session minutes, as requested by the City Clerk 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 Open Meeting Act requires a semiannual review of approved Executive Session minutes to determine whether a need for confidentiality still exists as to the City's past Executive Session minutes.

Council met on December 9, 2019 in Executive Session to review Executive Session minutes and to make determinations regarding the minutes that are required by the Open Meetings Act. The determination on which minutes are going to be released and which minutes still require confidential treatment must be reported in open session. The proposed Resolution reports such.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant

Reviewed by:

Leslie Yocum, City Clerk 12/11/2019

Jeffrey R. Jurgens, Corporation Counsel 12/12/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- CLK 1B Closed Session Minutes Resolution 2019 - 37

**RESOLUTION NO. 2019 - 37**

**A RESOLUTION APPROVING THE RELEASE OF CERTAIN CLOSED SESSION MEETING MINUTES AND AUTHORIZING THE DESTRUCTION OF AUDIO**

**WHEREAS,** the City of Bloomington ("City"), is a home-rule municipality operating in McLean County, Illinois; and

**WHEREAS**, the Illinois Open Meetings Act, Section 2.06(d), requires public bodies to conduct a semi-annual review of its closed session meetings to determine whether or not a need for confidentiality exists; and

**WHEREAS**, the City conducted a review of its closed session meeting minutes while in closed session on December 9, 2019, and decided to take action in regard to its closed session meetings as set forth in this resolution; and

**WHEREAS,** the Act requires the City to "report" its decision on what closed session minutes it is keeping confidential and is doing such by the adoption of this Resolution; and

**WHEREAS,** the Act requires that all closed sessions be audio or video recorded, but allows the destruction of those recordings after 18 months, pursuant to Section 2.06(c), if meeting minutes from those closed sessions have been approved as to content and the City Council approves of the destruction; and

**WHEREAS,** the City Council finds that the best interests of the City are served by outlining its review of the closed session meeting minutes as set forth in this Resolution and allowing the destruction of audio of closed sessions that are over 18 months old.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bloomington, McLean County, Illinois, as follows:

**SECTION 1:** The above stated recitals are incorporated herein by reference.

**SECTION 2:** The City Council hereby reports its decision on the confidentiality of the meeting minutes and report of same as set forth on Exhibit A.

**SECTION 3:** The City Council hereby approves the destruction of any and all closed session audio/video made prior to September 15, 2018, except where the law requires otherwise.

**SECTION 4:** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

**SECTION 5:** All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6:** This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 16th day of December 2019.

APPROVED this ___ day of December 2019.

| **CITY OF BLOOMINGTON** | **ATTEST** |
| --- | --- |
| _____ | _____ |
| Tari Renner, Mayor | Amanda Mohan, Deputy City Clerk |

**EXHIBIT A**
**CLOSED MEETING MINUTES**

The following, or a part of the following, closed session meeting minutes shall be released as set forth below in relation to the subjects identified:

| Meeting Minutes Date | Subject to be Released |
|---|---|
| April 22, 2019 | Review of closed session minutes |
| October 28, 2019 | Review of closed session minutes |

Unless otherwise approved for release, all other closed session minutes of the City Council are to remain confidential, including those identified below:

| |
|---|
| January 23, 1995 |
| June 12, 1995 |
| February 26, 1996 |
| October 14, 1996 |
| November 12, 1996 |
| February 24, 1997 |
| March 10, 1997 |
| May 12, 1997 |
| July 14, 1997 |
| October 13, 1997 |
| January 26, 1998 |
| July 14, 1998 |
| July 27, 1998 |
| December 28, 1998 |
| May 10, 1999 |
| June 14, 1999 |
| September 13, 1999 |
| November 22, 1999 |
| December 13, 1999 |
| December 11, 2000 |
| November 13, 2001 |
| May 28, 2002 |
| September 23, 2002 |
| November 12, 2002 |
| March 8, 2004 |
| May 10, 2004 |
| February 28, 2005 |
| March 14, 2005 |
| March 28, 2005 |
| May 9, 2005 |
| August 14, 2006 |
| August 28, 2006 |

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|---|
| August 13, 2007 |
| November 13, 2007 |
| December 10, 2007 |
| January 7, 2008 |
| February 11, 2008 |
| June 9, 2008 |
| August 19, 2008 |
| October 13, 2008 |
| November 3, 2008 |
| November 17, 2008 |
| November 18, 2008 |
| November 19, 2008 |
| March 9, 2009 |
| March 23, 2009 |
| March 30, 2009 |
| April 6, 2009 |
| April 13, 2009 |
| April 27, 2009 |
| May 26, 2009 |
| June 8, 2009 |
| June 22, 2009 |
| June 27, 2009 |
| August 10, 2009 |
| September 14, 2009 |
| September 28, 2009 |
| December 14, 2009 |
| January 11, 2010 |
| January 25, 2010 |
| February 8, 2010 |
| March 22, 2010 |
| April 5, 2010 |
| April 12, 2010 |

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| April 26, 2010 |
| May 10, 2010 |
| June 14, 2010 |
| June 28, 2010 |
| July 12, 2010 |
| July 26, 2010 |
| August 9, 2010 |
| September 27, 2010 |
| October 25, 2010 |
| November 8, 2010 |
| November 22, 2010 |
| December 13, 2010 |
| January 10, 2011 |
| February 28, 2011 |
| March 28, 2011 |
| April 11, 2011 |
| April 25, 2011 |
| May 9, 2011 |
| June 13, 2011 |
| July 11, 2011 |
| August 8, 2011 |
| August 22, 2011 |
| September 12, 2011 |
| September 26, 2011 |
| October 24, 2011 |
| November 14, 2011 |
| November 28, 2011 |
| December 19, 2011 |
| January 23, 2012 |
| March 26, 2012 |
| May 29, 2012 |
| June 25, 2012 |

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| July 23, 2012 |
| August 13, 2012 |
| August 17, 2012 |
| September 10, 2012 |
| October 8, 2012 |
| November 13, 2012 |
| December 17, 2012 |
| January 14, 2013 |
| January 28, 2013 |
| February 25, 2013 |
| March 11, 2013 |
| April 8, 2013 |
| June 10, 2013 |
| June 24, 2013 |
| July 22, 2013 |
| August 12, 2013 |
| October 28, 2013 |
| November 12, 2013 |
| December 9, 2013 |
| December 16, 2013 |
| January 27, 2014 |
| February 10, 2014 |
| March 24, 2014 |
| April 7, 2014 |
| April 21, 2014 |
| May 12, 2014 |
| May 27, 2014 |
| June 9, 2014 |
| June 23, 2014 |
| July 7, 2014 |
| July 14, 2014 |
| July 28, 2014 |
| August 11, 2014 |
| August 25, 2014 |
| September 8, 2014 |
| September 15, 2014 |
| October 13, 2014 |
| October 27, 2014 |
| November 10, 2014 |
| December 8, 2014 |
| December 15, 2014 |
| January 12, 2015 |
| February 9, 2015 |

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| February 23, 2015 |
| March 9, 2015 |
| March 16, 2015 |
| March 23, 2015 |
| April 27, 2015 |
| May 11, 2015 |
| May 26, 2015 |
| June 22, 2015 |
| July 20, 2015 |
| July 27, 2015 |
| August 10, 2015 |
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| October 22, 2018 |
| January 14, 2019 |
| January 28, 2019 |
| March 11, 2019 |
| March 25, 2019 |
| April 22, 2019 |
| June 24, 2019 |
| July 22, 2019 |
| August 12, 2019 |
| August 19, 2019 |
| September 23, 2019 |
| October 28, 2019 |
| |

# CONSENT AGENDA ITEM NO. 7.C

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Legal Department

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and action on an Ordinance Approving an Agreement with Sprint Communications Company L.P. for the Continued Maintenance and Use of a Fiber Optic Cable System Established Under and Over Certain Public Rights of Way in the City of Bloomington, Illinois, as requested by the Legal Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**
-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 1e. Partnering with others for the most cost-effective service delivery

**BACKGROUND:** The proposed Agreement is a five-year renewal of an agreement between the City and Sprint Communications Company L.P., ("Sprint") allowing Sprint to operate a fiber optic system across certain named rights of way. The rights of way involved are specified in the agreement. Sprint and the City have had an agreement of this kind going back to the mid 1980's. The current agreement with Sprint expires in January. The proposed Agreement is essentially the same as the agreement that is expiring, with the change that the $10,000 surety bond which had been required in the previous agreement has been increased to $25,000. Some months ago, Sprint requested that the agreement be renewed for an additional five years. Staff has had no issues with Sprint's activities under this agreement and recommend its renewal.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the proposed Agreement is essentially the same as the agreement that is expiring, with the change that the $10,000 surety bond which had been required in the previous agreement being increased to $25,000.

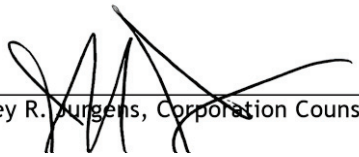
**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

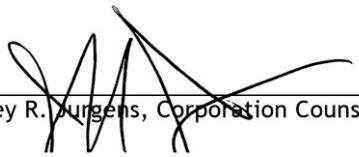
Prepared by: George Boyle, Assistant Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel 12/12/2019

Chris Tomerlin, Budget Manager 12/11/2019



Jeffrey R. Jurgens, Corporation Counsel 12/12/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- LGL 1B Sprint Franchise Ordinance 2019 - 86
- LGL 1C Exhibit A: Sprint Agreement 2019

**ORDINANCE 2019 - 86**

**AN ORDINANCE APPROVING AN AGREEMENT WITH SPRINT COMMUNICATIONS COMPANY L.P. FOR THE CONTINUED MAINTENANCE AND USE OF A FIBER OPTIC CABLE SYSTEM ESTABLISHED UNDER AND OVER CERTAIN PUBLIC RIGHTS-OF-WAY IN THE CITY OF BLOOMINGTON, ILLINOIS**

**WHEREAS,** Sprint Communications Company L.P., organized under the laws of the State of Delaware and authorized to do business in the State of Illinois (hereinafter referred to as "Sprint") has petitioned the City of Bloomington, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as the "City) asking that the right, permission and authority be granted to it by the City for the continued maintenance and use of a fiber optic cable system established under and over certain public rights-of-way in the City; and

**WHEREAS,** the City and Sprint have agreed upon the terms, provisions, and conditions granting permission and authority to use certain public rights-of-way as set forth in the attached Agreement labeled Exhibit A.

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

**SECTION 1.** The Recitals set forth above are hereby incorporated into and made a part of the Ordinance as though fully set forth herein.

**SECTION 2.** The Agreement attached hereto between the City and Sprint labeled Exhibit A is approved and the Mayor and the City Clerk are authorized to sign the Agreement for the City.

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

**SECTION 4.** This ordinance shall be effective ten (10) days after the date of its publication.

**SECTION 5.** This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 16th day of December 2019.

APPROVED this _____ day of December 2019.

**CITY OF BLOOMINGTON** **ATTEST**

_____ _____

Tari Renner, Mayor Amanda Mohan, Deputy City Clerk

EXHIBIT A

**AN AGREEMENT BETWEEN**
**SPRINT COMMUNICATIONS COMPANY L.P.**
**AND THE CITY OF BLOOMINGTON, ILLINOIS**

SECTION 1. For the mutual benefit of each of the parties hereto, including the good and valuable consideration specified under this Agreement, Sprint Communications Company L.P. ("Sprint") is hereby given the right, permission and authority to install, maintain and utilize a fiber optic cable system (hereinafter referred to as the "System") within, under and over certain named public rights-of-way, subject to the terms and conditions contained in this Agreement.

SECTION 2. The System shall be installed:

A. Where the tracks of the Union Pacific Railroad formerly the Illinois Central Gulf Railroad cross at grade or go over or under City streets: 1) under the Washington Street at grade crossing; 2) on the railroad structures above Division Street, Market Street and Olive Street; and 3) within railroad right-of-way under Emerson Street, Locust Street, Oakland Avenue and Miller Street for a total distance of 519 feet.

B. Within the right-of-way of the Norfolk & Southern Railroad and prior Conrail Railroad right-of-way and shall cross public right-of-way for a total crossing distance of 2,008 feet, beneath a total of 25 public streets and sidewalks, as follows:

| Road Name | Linear Feet |
|---|---|
| East Street | 65 |
| Morris Avenue | 80 |
| Roosevelt Street | 53 |
| Lee & Taylor Street | 88 |
| Mason Street | 60 |
| Low Street | 73 |
| Olive Street | 80 |
| Allin Street | 80 |
| Grove Street | 85 |
| Western Avenue | 50 |
| Front Street | 138 |
| Howard Street | 66 |
| Main Street | 80 |
| Center Street | 68 |
| Oakland Avenue | 172 |
| Gridley Street | 62 |
| Lincoln Street | 50 |
| Chestnut (Alley) | 23 |
| Locust Street | 74 |
| Mulberry (Alley) | 23 |
| M.L. King Drive | 100 |

| | |
|---|---|
| Market Street | 114 |
| Stillwell & Sheridan | 192 |
| Washington Street | 66 |
| Madison Street | 66 |

SECTION 3. The above-described uses of public way shall exist by authority granted under this Agreement for a period of five (5) years from and after the date of approval of this Agreement.

SECTION 4. Sprint agrees to comply with the Illinois Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1). In the event Sprint fails to comply with such Act, or such Act is repealed or determined invalid as to Sprint, then this Agreement shall automatically terminate unless the City and Sprint reach agreement within 60 days on compensation to be paid by Sprint to the City for the rights granted herein.

SECTION 5. Upon termination of the privileges herein granted, Sprint, without cost or expense to the City, shall either remove the System herein authorized and restore the public way to a proper condition under the supervision of the City's Department of Public Works or abandon the System in place if the City so approves. Sprint shall remain liable to the City under the provisions of this Agreement until the System is removed or abandoned in place. If Sprint wishes to abandon the System in place, notice shall be given to the City in writing of the intent to do so. Such notice shall state the date on which the System shall be abandoned and identify which parts of the System will be abandoned in place. Sprint shall have no further responsibility to the City with respect to the System abandoned unless within 30 days of receipt of Sprint's notice, the City directs Sprint to remove all or any part of the System. In such event Sprint shall remove the System as provided herein. Sprint's right, title and interest in any part of the System abandoned in place shall pass to the City and the City may remove, use, lease or sell such System without liability to or consent from Sprint.

SECTION 6. All cable and structures installed after this Agreement and all work completed in connection with the installation shall be performed so as not to interfere unreasonably with ordinary travel on the highways of the City or with any municipality owned water or sewer pipes then in place or placed after this Agreement. Sprint, after doing or having done any excavating, shall leave the surface of the ground in the same condition as it existed prior to the excavation. All disturbed sidewalks, parkways, or pavements shall be restored by Sprint. The surface to be restored shall be with the same type of material as existed prior to the disturbance, and in the event any such sidewalk, parkway or pavement become uneven, unsettled or otherwise require repair because of the disturbance, Sprint, as soon as climatic conditions will permit, shall promptly, upon receipt of notice from the City, cause such sidewalk, parkway or pavement to be repaired or restored to the standards required by the City at the time the work is performed.

SECTION 7. The permission and authority granted under this Agreement may be revoked by the Bloomington City Council if Sprint fails or neglects to comply with any aspect of this grant of authority, but only after being given a reasonable amount of time to cure any defaults. Upon the determination by the City Council that it is necessary to relocate the cable or structures, Sprint shall relocate the cable and structures and shall bear the sole expense of the relocation.

SECTION 8. Sprint shall, at its own expense, provide proof of continuous general liability insurance (certificate of insurance) or proof of self-insurance for this project in the sum of One Million Dollars ($1,000,000), per occurrence , arising out of the agreement including installation, removal, relocation, alteration, repair, maintenance, restoration, and any other aspect of the System referred to in this Agreement, and from damages thereto on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, watermain, conduit, pipe, pole, and all aspects of any other utility or public facility as result of this agreement. The insurance coverage required under this Section shall be maintained at all times by Sprint until the System referred to in this Agreement is removed or abandoned.

SECTION 9. The permission and authority granted under this Agreement shall not be exercised and any work to the System shall not be done until a permit authorizing the work is issued by the Director of Public Works and upon the faithful observance and performance of all conditions and provisions of this Agreement.

SECTION 10. Sprint agrees to furnish the City a surety bond in the amount of Twenty-five Thousand Dollars ($25,000) written by a company authorized to do business in the State of Illinois. The bond shall be in existence during the term of this Agreement and shall be conditioned upon Sprint's performance of its obligations under this Agreement and compliance with all applicable laws and codes. In the event Sprint, after reasonable notice, fails to perform under any term of this Agreement or applicable law or code, the City may, in addition to other remedies, recover on the surety bond. For the City to recover from Sprint or the surety company under this Section, and except as otherwise provided under this Agreement, it is not necessary that the City first make any expenditure or perform any work or have any work performed by a private contractor. The Director of Public Works is authorized to determine what costs would be involved to perform the work and he or she may present the claim to Sprint or the surety company. The claim shall be paid within a reasonable amount of time.

SECTION 11. Sprint shall indemnify and hold the City harmless from any and all damages and claims arising out of damage to the fiber optic cables or structures caused in whole or in part by the City, its officers, employees, and agents or by any other person whether or not they have a permit from the City or are associated with the City in any direct or indirect manner. Sprint waives all claims against the City, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the fiber optic cables or structures done in whole or in part by the City, its officers, employees and agents or by any other person whether or not they have a permit from the City or are associated with the City in any direct or indirect manner. As part of this Section, Sprint shall, at its own expense, defend all suits and agree to indemnify and save harmless the City and its officers and employees from and against all claims and liabilities of whatever nature arising from the granting of authority under this Agreement to Sprint or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb, or property as a result of any of the installed cables or structures constructed under or by virtue of this Agreement or use or loss of use thereof, and shall save and keep harmless the City from any and all damages, judgments, costs and expenses of every kind that may arise. Notice in writing shall be promptly given to Sprint of any claim or suit against the City and its officers and

employees which by the terms of this Agreement, Sprint has agreed to save and keep harmless the City and those persons. The City shall furnish to Sprint all information in its possession relating to a claim or suit. The City Council may, if it so desires, assist in defending any claim or suit. Sprint will not rely upon governmental immunity afforded to the City, and further agrees that it will pay the costs incurred by the City for the necessary defense of any suit against the City, its officers and employees resulting from this franchise grant.

SECTION 12. The five (5) year grant of authority is not automatically renewable and any request for authority for the continued maintenance and use of the public rights-of-way after this Agreement expires or is otherwise terminated in any manner, must be specifically obtained from the City Council, subject to the terms and conditions that may be agreed upon at that time. Renewal authority shall be requested not less than ninety (90) days prior to the expiration of this Agreement.

SECTION 13. Sprint shall be able to transfer, sublet or assign its rights under this Agreement to any parent, subsidiary or affiliated entity without the expressed written approval of the City, except notification of such action must be provided in writing to the City. Any entity to whom such transfer, sublet or assignment occurs shall be primarily responsible for all of the responsibilities and duties of Sprint as provided under this Agreement. Sprint shall be secondarily responsible for all the responsibilities and duties in the event the other party does not perform them or does not properly perform them during the term of this Agreement.

SECTION 14. Notice under this Agreement shall be sent to the parties at the following addresses:

City of Bloomington:

City of Bloomington
Attn: City Clerk
109 E. Olive Street
Bloomington, IL 61701
cityclerk@cityblm.org
legal@cityblm.org

Sprint:

Sprint Communications Company L.P.
Attn: Manager, Sprint Real Estate
Mail Stop: KSOPHD0101-Z2040
6220 Sprint Parkway
Overland Park, KS 66251-2040
ROWRenewals@Sprint.com

An additional copy should be mailed to:
Sprint Communications Company L.P.
Attn: Real Estate Attorney
Mail Stop: KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, KS 66251-2020

SECTION 15. This Agreement shall be in full force and effect upon approval by the City Council, signature by the Mayor and receipt by the City Clerk of Sprint's written and unconditional acceptance of all of the provisions of this Agreement. Upon becoming effective, this Agreement shall replace and shall supersede the previous agreement between Sprint and the City of Bloomington approved by the City Council on January 11, 2010 and signed by the Mayor of Bloomington on January 12, 2010.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Tari Renner, Mayor

Date: _____

Attest: _____

_____
Leslie Yocum, City Clerk

Sprint Communications Company L.P.

By: _____
James B. Farris, Manager, Real Estate

Date: _____

Witness: _____

_____
Mary K. Joshi

# CONSENT AGENDA ITEM NO. 7.D

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Community Development Department

**WARD IMPACTED:** Ward 1

**SUBJECT:** Consideration and action on an Ordinance approving a Special Use Permit for a Sports and Fitness Establishment in the M-1, Restricted Manufacturing District, for property located at 1601 S. Bunn Street, as requested by the Community Development Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**
-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 3c. Revitalization of older commercial homes

**BACKGROUND:** 1601 S. Bunn Street, the subject property, is located at the southwest corner of Bunn Street and Lafayette Street. The subject property is zoned M-1 Restricted Manufacturing District and is improved with a large commercial warehouse building. The applicant, Nordine's Heating and Cooling Supply, Inc., leases the building and uses the space as an office, a showroom, and a storage facility for heating and cooling equipment and materials. The applicant installed a 38' X 68' oval, dirt racecar track in the warehouse/storage portion of the building. The applicant is requesting a Special Use Permit for a Sports and Fitness Establishment to allow the track to be used by the public.

According to the applicant's application, approximately 6,042 square feet of existing storage/warehouse space is dedicated to the track and pit area. Roughly 5,917 square feet will remain storage space for the heating and cooling business. The remaining 2,919 square feet is reserved for offices and showroom.

The applicant intends to operate the racetrack on Wednesday evenings from 5:00 p.m. to 8:30 p.m. and on Saturdays from 12:00 p.m. to 9:00 p.m. The heating and cooling business operates Monday through Friday from 8:30 a.m. to 4:30 p.m. In addition to zoning approvals, the applicant will need to secure proper building permits and a certificate of occupancy from the Building Official. The building at 1601 S. Bunn Street was not constructed for public assembly, rather it was constructed for storage. Improvements to the fire systems, fire rated separations/walls, and additional bathrooms may be needed due to the change in use.

The Zoning Board of Appeals held a public hearing on the application on Wednesday, November 20, 2019. One citizen had questions about parking. No one outside of the applicant spoke in favor of the application. The Zoning Board of Appeals recommended to approve the application for a Special Use Permit and recommended adding the following conditions:

1.) The applicant should add a bike rack with space for two bicycles; and,
2.) All racing activities are conducted indoors; and,
3.) The applicant should receive a certificate of occupancy from the City of Bloomington Building Safety Division before opening to the public.

The applicant agreed to the conditions. The Board's recommendation is consistent with the staff recommendation.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Zoning Board of Appeals held a public hearing on Wednesday, November 20, 2019. Notice of the public hearing was published in *The Pantagraph* on Monday, September 30, 2019. Staff mailed notices to 57 property owners within 500 feet of the subject property. Staff also placed a large metal sign on the property. No one outside of the applicant spoke in favor of the petition. One person asked questions about parking. The Board unanimously recommended approval of the application with the three conditions: 1.) That the applicant adds a bike rack with space for a minimum of two bikes; 2.) That all racing activities are conducted indoors; 3.) That the applicant receive a Certificate of Occupancy from the Building Safety Division before opening to the public. The recommendation is consistent with the staff recommendation.

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** E.D. 1-1 Focus on retention and expansion of existing businesses.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Robert G. Mahrt, Community Development Director 12/4/2019

Chris Tomerlin, Budget Manager 12/6/2019

George Boyle

George Boyle, Assistant Corporation Counsel 12/11/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- CD 1B Ordinance 2019 - 87 Special Use Sports & Fitness
- CD 1C Application and Site Plan for Special Use Permit 1601 S Bunn
- CD 1D Staff Report_SP-04-19 1601 S Bunn St
- CD 1E Minutes_SP-04-19 1601 Bunn St
- CD 1F Aerial Map 1601 S Bunn
- CD 1G Zoning Map 1601 S Bunn
- CD 1H Notices_1601 S Bunn St_redacted

**ORDINANCE NO. 2019 - 87**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SPORTS AND FITNESS ESTABLISHMENT IN THE M-1 RESTRICTED MANUFACTURING DISTRICT, FOR PROPERTY LOCATED AT 1601 S BUNN STREET**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition and site plan requesting a Special Use Permit for a sports and fitness establishment in the M-1 Restricted Manufacturing District for certain premises hereinafter described in Exhibit A, and commonly known at 1601 S. Bunn Street; and

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

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing, made findings of fact that such Special Use complied with the standards and conditions for granting such special use, specifically:

1.) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
2.) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3.) That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;
4.) That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5.) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6.) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

WHEREAS, the Bloomington Board of Zoning Appeals, voted to add the following additional conditions to the special use permit:

1.) That the applicant must add a bike rack with space for two bicycles; and,
2.) That all racing activities are conducted indoors; and,
3.) That the applicant must receive a certificate of occupancy from the City of Bloomington Building Safety division before opening to the public.

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit with the recommended conditions.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. The above recitals are hereby incorporated into and made a part of this ordinance as though fully set forth herein.
2. That a special use permit allowing for a sports and fitness establishment for the property located at 1601 S. Bunn Street herein after described in Exhibit A, attached hereto, is hereby approved subject to the following conditions:

a.) That the applicant must add a bike rack with space for two bicycles; and,
b.) That all racing activities are conducted indoors; and,
c.) That the applicant must receive a certificate of occupancy from the City of Bloomington Building Safety division before opening to the public.

3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 16th day of December 2019.

APPROVED this _____ day of December 2019.

**CITY OF BLOOMINGTON**

_____
Tari Renner, Mayor

**ATTEST**

_____
Amanda Mohan, Deputy City Clerk

**Exhibit A**
"Legal Description" for 1601 S. Bunn Street

LOT 2, LUSH-SNYDER SUBIVISION
PIN: 21-09-478-013

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

**1601 S. Bunn Street**

State of Illinois )
)ss.
County of McLean )

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now come(s)
**Nordine's Heating and Cooling Supply Inc.**

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A, which is (are) attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises presently has a zoning classification of M-1 under the provisions of Chapter 44 of the Bloomington City Code, 1960;

3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code **Sports and Fitness Establishment**, are allowed as a special use in a M-1 zoning district;

4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the M-1 zoning district;

7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;

9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and

10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the M-1 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner(s) respectfully pray(s) that said special use for said premises be approved.

Respectfully submitted,

[redacted]

Richard T. Marvel
Attorney for Nordines Heating and Cooling Supply Inc.
[redacted]
Bloomington, IL 61701
[redacted]

# EXHIBIT A

## Nordines Heating and Cooling Supply Inc.

## Legal Description

LUSH-SNYDER SUB Lot 2

Parcel No. 21-09-478-013

Common Address: 1601 Bunn St, Bloomington, IL 61701

# Special Use Permit Application

# EXHIBIT B

## Proposed Use

Exhibit B-1 – Proposed Use Photos

**APPLICATION FOR SPECIAL USE**
**Proposed Use**

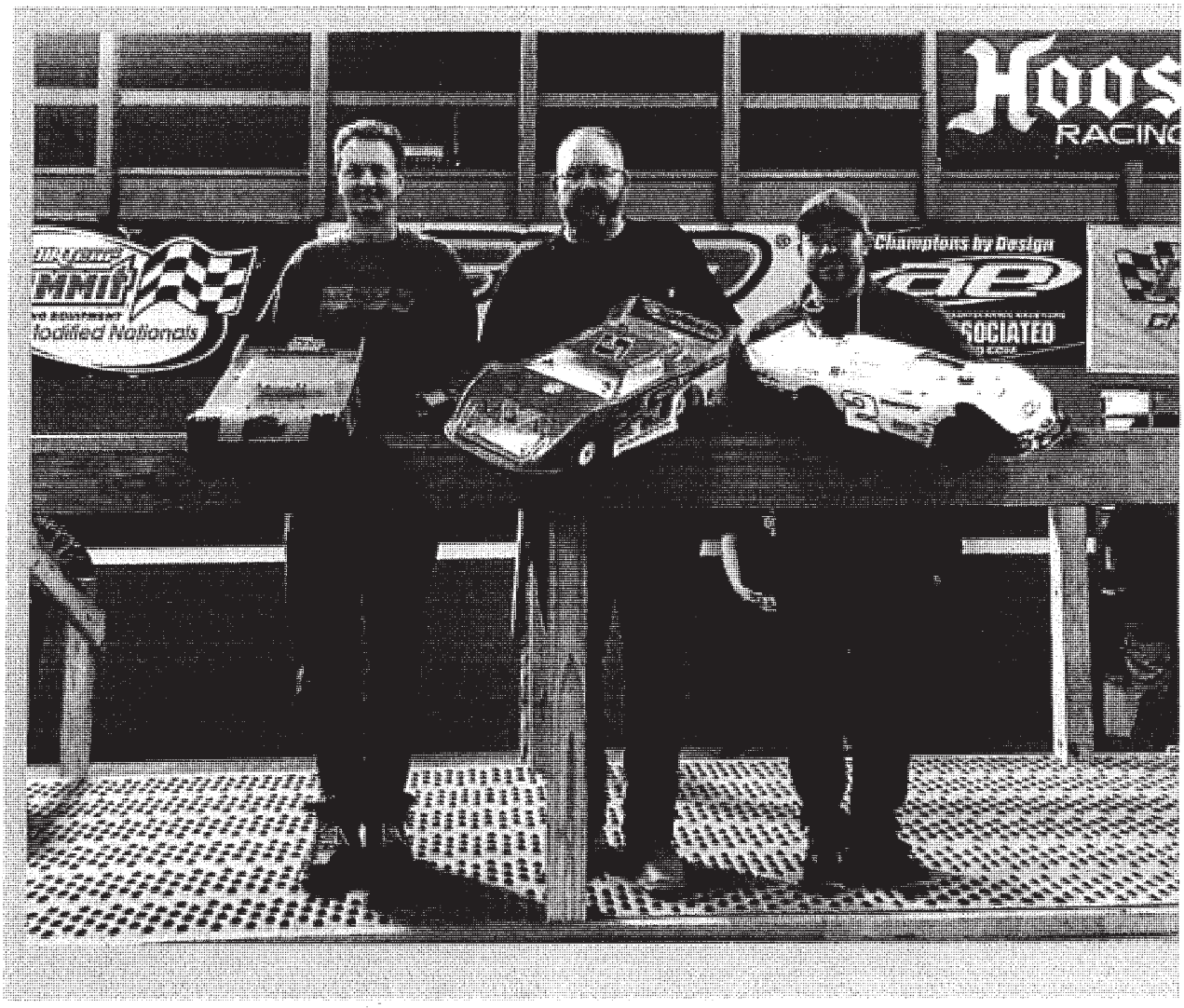
APPLICANTS: Nordine's Heating and Cooling Supply Inc.

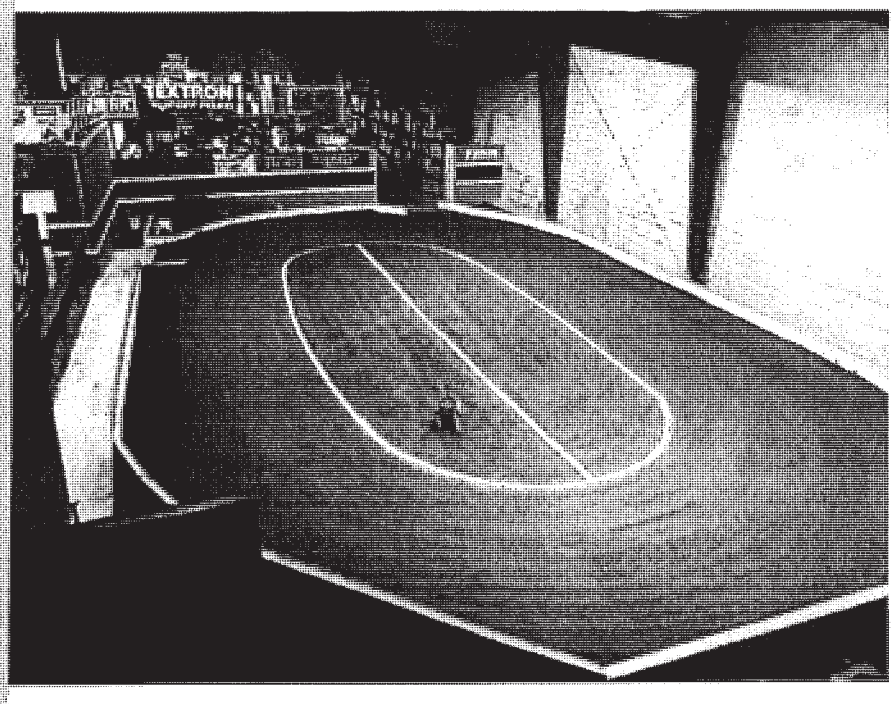
PROPERTY: 1601 S. Bunn Street, Bloomington, Illinois

The applicant is requesting a Special Use be granted to allow them to operate an Electric RC Dirt Race Car Track. The applicant currently owns and operates a heating and cooling supply company at this site. In addition to his current use, the applicant desires to operate an electric RC car dirt oval track for the sport of RC car racing.

The track is 68 feet by 38 feet, oval in shape and constructed our of dirt. See *Photos attached hereto and incorporated herein as Group Addendum B.1.* The track is located entirely within the warehouse building located on the Property. The Track is part of a circuit of tracks located in the midwest for the purposes of conducting RC Car races. The RC Car classifications include: Ultimate RC Street Stocks, Somano's Hobbies SC A Modifieds, ARCDS Midwest Modifieds, ARCDS 10$^{th}$ Super Late Models and others.

The RC Track is used for practice racing on Wednesday evenings from approximately 5:00 pm to 8:30 pm. The track is open on Saturdays from approximately 12:00 pm to 9:00 pm. The sport participation fee is generally $15.00 per participant. In addition to the weekly uses the Owner anticipates the facility will be used for annual races.


Champions by Design
SOCIATED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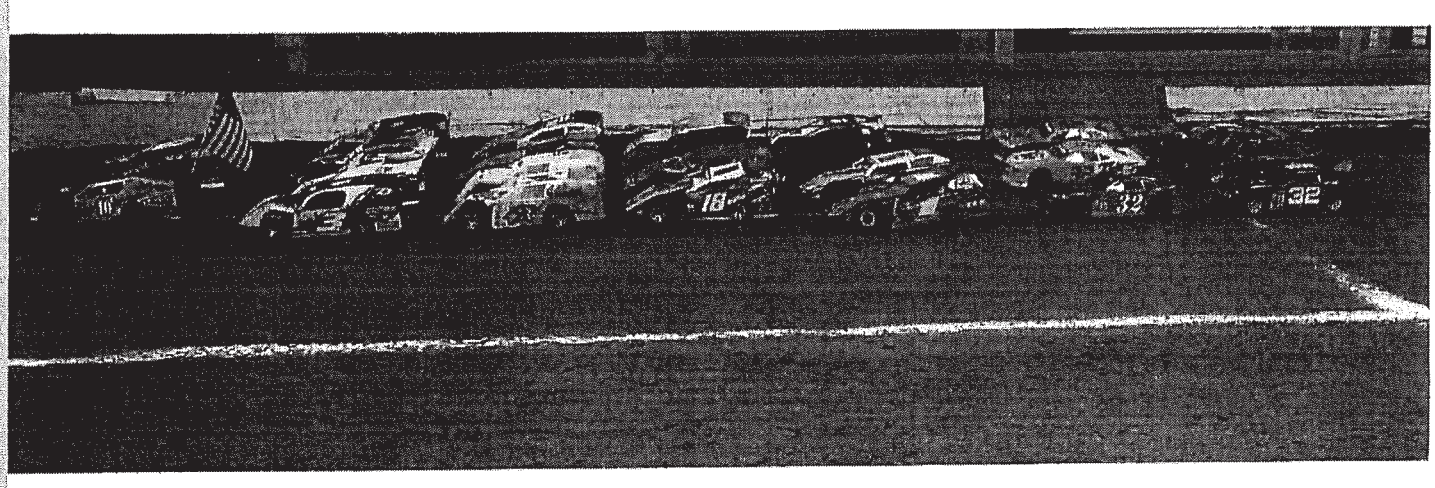
SVP
a Confident Solution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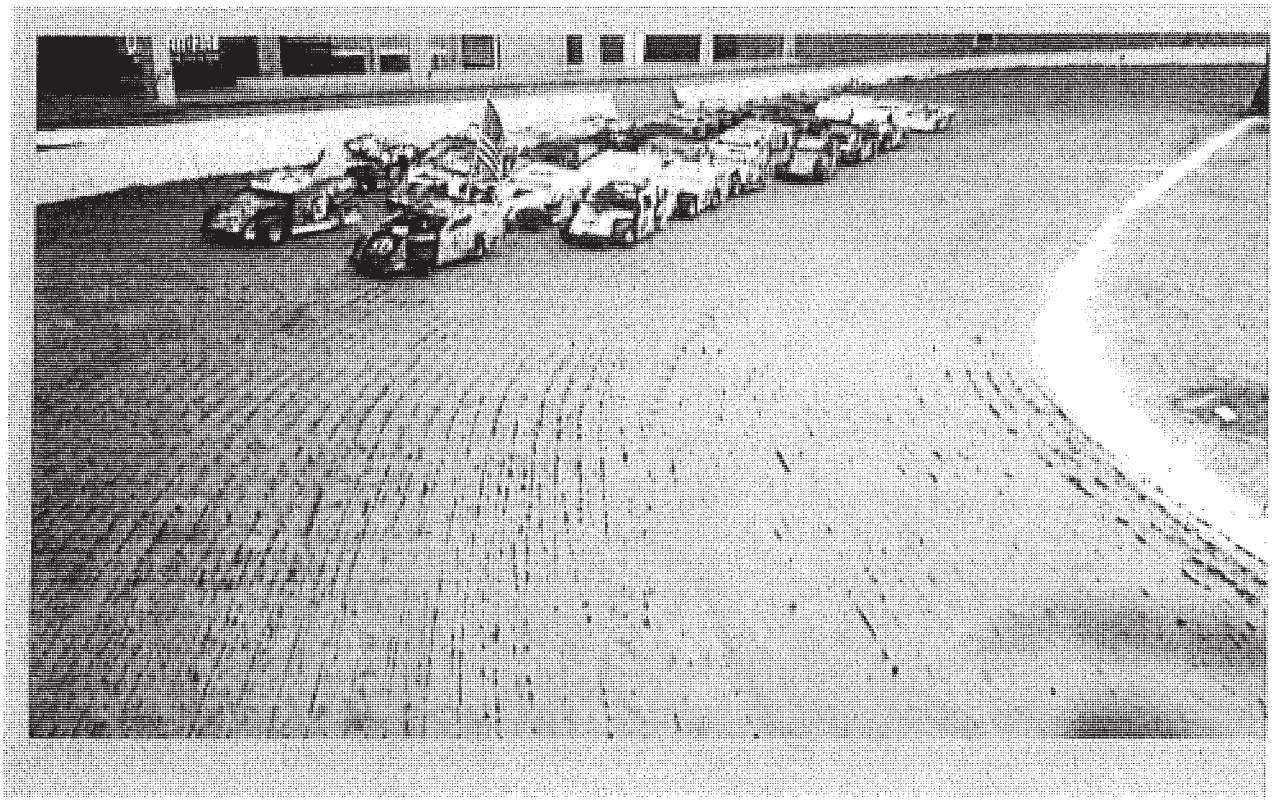
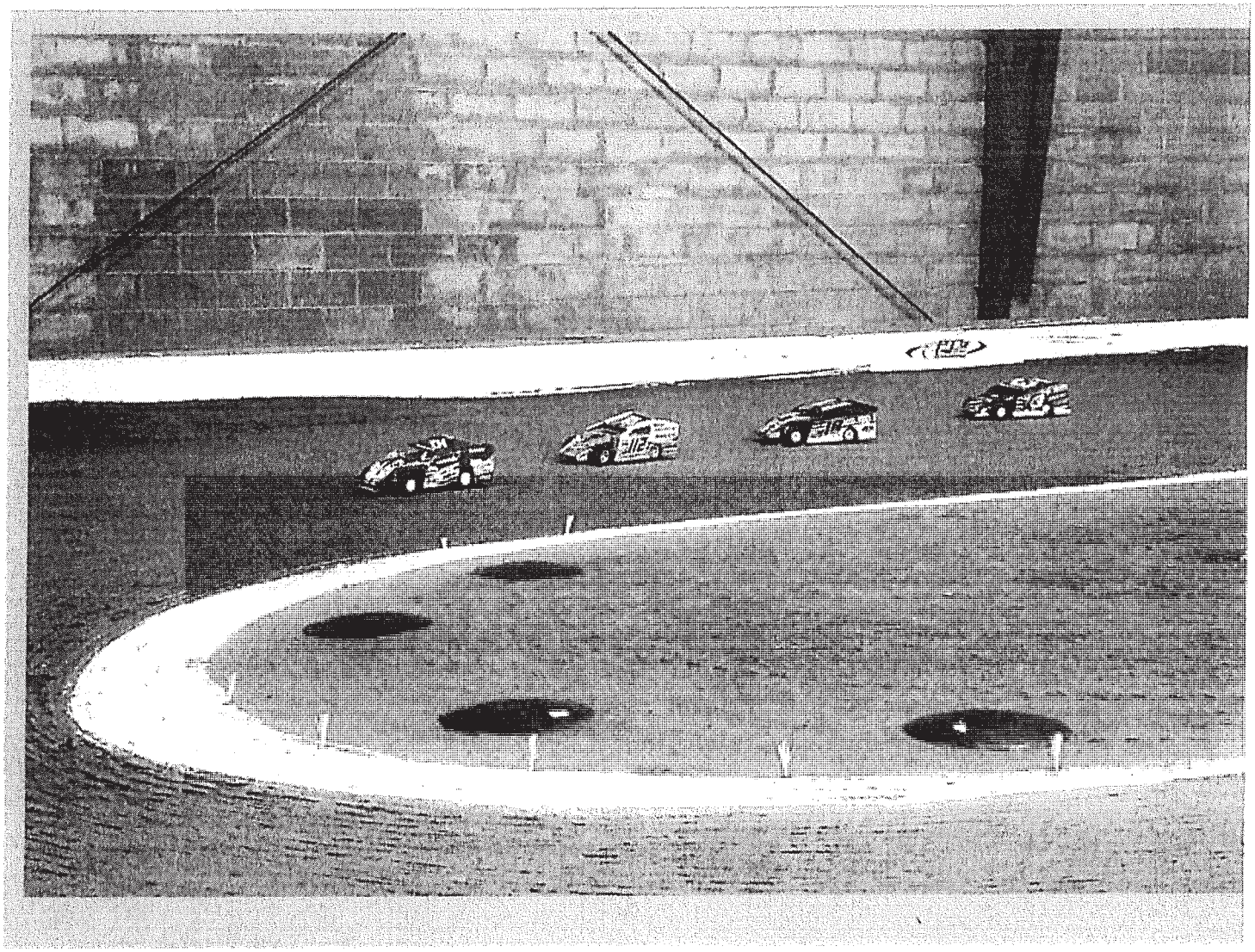




# Special Use Permit Application

# EXHIBIT C

## Site Information and Special Use Factors

# Site Information and Special Use Factors

I. **Description of the sight and surrounding properties.** The subject property consists of one parcel. The site is located at 1601 S. Bunn Street, in Bloomington, McLean County, Illinois (the subject "property") and legally described on Exhibit A. The site is near the intersection of Bunn Street and East Lafayette St. The property is Accessible from both Bunn Street and East Lafayette Street. The property is currently zoned M-1. The applicant Nordine's Heating and Cooling Supply Inc. is the Lessee of the property, which is owned by Richard Snyder. Nordine's desires to obtain a special use for the operation of a Sports and Fitness Establishment.

II. **Requested Variance**. None.

III. **Special Use Standards of Approval.** The application meets the requirements for the special use permit as stated in Chapter 44, 17-7 of the Bloomington City Code:

**a.** That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.

i. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort or welfare of the public. The RC Racetrack is entirely enclosed in an existing building. The cars that are operated on the track are electric RC Cars.

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

i. The proposed special use as a Sports Establishment will allow for a different sport and activity option in Bloomington that benefits the public. The facility allows for residents and individuals of all ages to participate as a family or individually independent of a person's age or health. The Facility is entirely enclosed, generates no noise and does not impact any adjoining property owner, or neighbor.

**c.** That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district

i. The facility will utilize existing structures which is presently in use as a warehouse. This additional use will allow the further utilization of an existing structure, which expands the utility of the existing building and the city's existing improvements. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.

**d.** That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

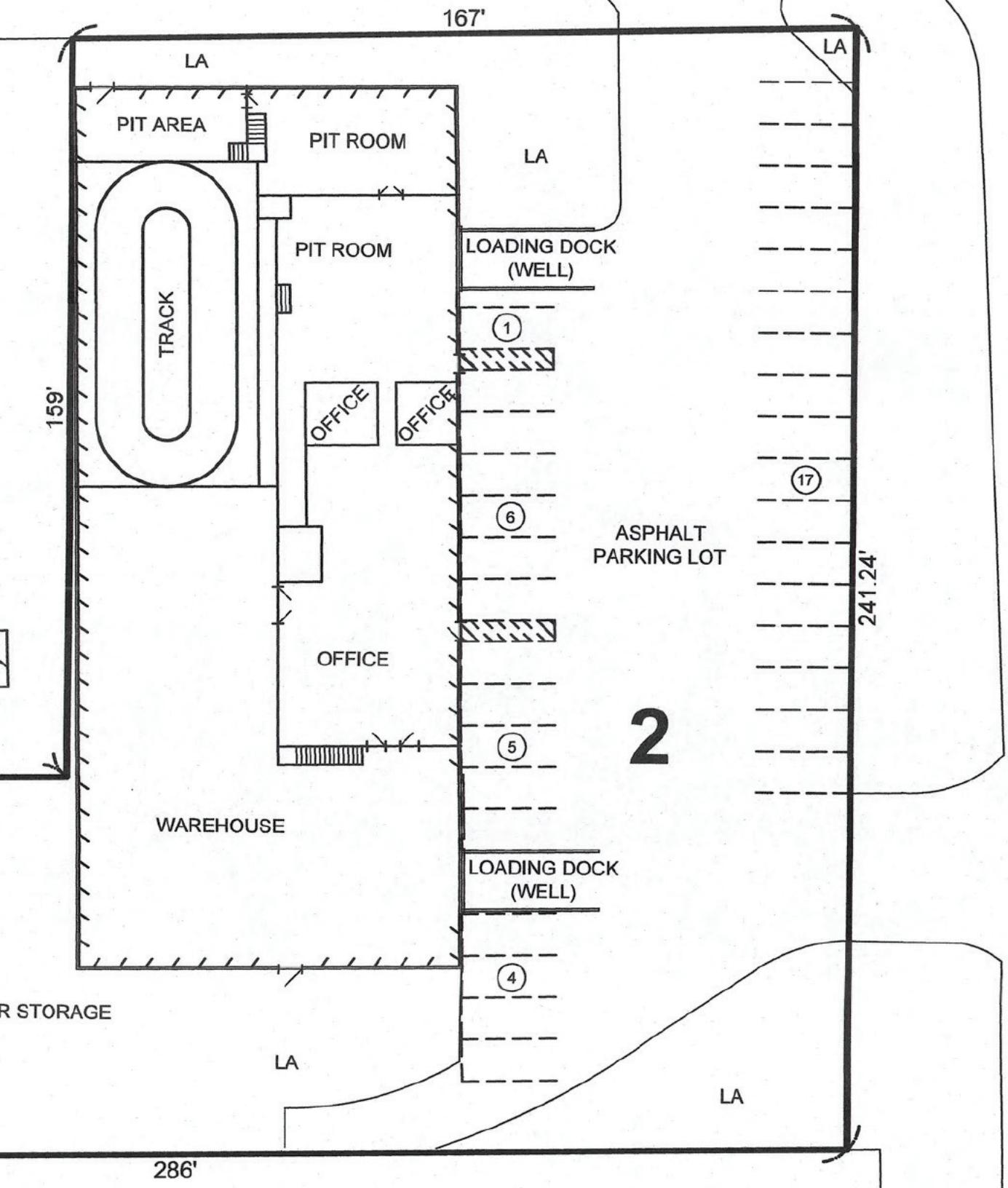
i. The proposed Special Use is at the intersection of two large, high capacity roadways. The proposed use will not increase the traffic or create any congestion on the adjacent roadways.

**e.** That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

i. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The facility is located at a well developed intersection, which allows for access off of both Bunn Street and East Lafayette Street.

**f.** That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

i. The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located. That the Special Use shall conform to all other requirements of the M-1 Zoning District.




**Petitioner/Applicant:** N
16
B

**Owner:** Ri
[redacted]

Site

1. Subject premises is currently

2. Site plan is prepared based o
existing building and interior p
information of site improveme

3. There are no proposed site im
site plan shows that the existi
(33) standard vehicle parking
spaces are not currently mark
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**Agenda Item 5A**
**SP-04-19**
**1601 S Bunn St.**

# CITY OF BLOOMINGTON
# REPORT FOR THE BOARD OF ZONING APPEALS
**October 17, 2019**

| CASE NUMBER | SUBJECT PROPERTY: | TYPE | SUBMITTED BY: |
|---|---|---|---|
| SP-04-19 | 1601 S Bunn Street | SPECIAL USE PERMIT | Katie Simpson<br>City Planner |

| PETITIONER'S REQUEST: | |
|---|---|
| Section of Code: 44.6 Manufacturing Districts-Permitted and Special Uses | |
| **Type** | **Request** |
| Special Use permit | Sports and Fitness Establishment |

| | |
|---|---|
| **Project Description** | The petitioner is seeking a Special Use to allow a Sports and Fitness Establishment in the M-1 District for the property located at 1601 S Bunn St. |
| **Staff Recommendation** | Staff finds that the petition meets the Zoning Ordinance's standards required to allow a special use. Staff recommends that the Zoning Board of Appeals provide Council with a positive recommendation to ***approve*** the petition for a special use permit to allow a sports and fitness establishment for a indoor remote control racecar track in the M-1 District at 1601 S Bunn Street, with the following conditions:<br>1). The applicant should add a bike rack with space for two bicycles; and,<br>2). All activities are conducted indoors; and,<br>3). The applicant should receive a certificate of occupancy from the City of Bloomington Building Safety Division before opening to the public. |

**Figure 1 The building at 1601 S Bunn Street is outlined in yellow.**

**Agenda Item 5A**
**SP-04-19**
**1601 S Bunn St.**

## *NOTICE*

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in the *Pantagraph* on Monday, September 30, 2019. Staff mailed notices to property owners within 500 ft of the subject property, and placed a large, metal notification sign on the property.

## GENERAL INFORMATION

Applicant: Nordine's Heating and Cooling Supply, Inc.

## PROPERTY INFORMATION

| | |
|---|---|
| Legal Description: | LOT 2, LUSH-SNYDER SUBIVISION |
| Existing Zoning: | M-1 Restricted Manufacturing District |
| Existing Land Use: | Building/trade construction services showroom and warehouse. |
| Property Size: | approximately 1.18 acres (167' X 214') |
| PIN: | 21-09-478-013 |

## Surrounding Zoning and Land Uses

| Zoning | Land Uses |
|---|---|
| *North:* R-1C Single-family Residential District | *North:* Single family homes |
| *South*: M-2 Heavy Manufacturing District | *South*: Towing services |
| *East*: R-1 Residential District (unincorporated) | *East*: Home |
| *East:* M-1 Manufacturing District (unincorporated) | *East:* Trucking services |
| *West:* M-1 Restricted Manufacturing District | *West:* Home, Offices |

## *Analysis*

This report is based on the following documents, which are on file with the Community Development Department:

1. Application for a special use
2. Site Plan
3. Aerial photographs
4. Site visit

## BACKGROUND

1601 S. Bunn Street, the subject property, is located at the southwest corner of Bunn Street and Lafayette Street. The property is zoned M-1 Restricted Manufacturing District. The property is improved with a large metal building. The applicant, Nordine's Heating and Cooling Supply, Inc., leases the building and uses the space as an office, showroom and storage facility for heating and cooling materials.

***Purpose and intention of the M-1 Restricted Manufacturing District.***
The intent of this M-1 Restricted Manufacturing District is to provide for industrial, warehouse, storage and transfer service uses with an absence of objectionable external effects in areas that are suitable for this type of development by reason of topography, relative location, and adequate utility and transportation systems. Compatibility with surrounding districts is further assured by limiting development to low industrial densities. Just as industrial uses are excluded from residential areas to promote public health, safety, and welfare, so are residential subdivision developments excluded from this district (§44-601A).

The district allows a Sports/Fitness establishment with a special use permit. A Sports/Fitness establishment is defined as a building, or portion thereof, designed for the conduct of sports, leisure activities or other recreational activities.

***Surrounding zoning and uses***
The subject property is bordered by residential districts to the north, and other manufacturing zoning districts to the south, east and west. Directly south of the subject property is a towing service company and east of the property is a trucking company. Also, east of the property are homes, unincorporated. West of the subject property is a residence, and offices used by Felmley-Dickerson Co, a construction company.

## PROJECT DESCRIPTION

***Petitioner's request:*** The applicant has installed a 38' X 68' oval, dirt racecar track in the warehouse/storage portion of the building. The applicant is requesting a special use permit for Sports and Fitness Establishment in the M-1 District to allow the track to be used by the public. According to the applicant's application, approximately 6,042 square feet of existing storage/warehouse space is dedicated to the track and pit area. Roughly 5,917 square feet will remain storage space for the heating and cooling business. The remaining 2,919 square feet is reserved for offices and showroom.

The applicant intends to operate the racetrack on Wednesday evenings from 5:00 p.m. to 8:30 p.m. and Saturdays from 12:00 p.m. to 9:00 p.m. The heating and cooling business operates Monday through Friday from 8:30 a.m. to 4:30 p.m.

***Parking***
The site plan shows 33 parking spaces including two ADA spaces. Approximately 30 parking spaces are required for the race track, a ratio of one space per 200 square feet of gross floor area. Two parking spaces are required for the warehouse portion of the building, a ratio of one space per 2400 square feet of gross floor area. The retail portion of the building requires twelve parking spaces, one space per 250 square feet. A total of 44 spaces are required for these uses at the subject property. The table below illustrates additional parking exemptions that apply.

| Description | Ratio | Adjustment | Total |
|---|---|---|---|
| Required Off-Street Parking | 1:200; 1:2400; 1:250 | 44 | **44 required spaces** |
| Required bicycle parking | 5% required | 2 | **2 bicycle spaces** |
| ***Exemptions:*** | | | |
| *Within 1320 feet of residential uses* | *10% reduction* | *-4* | *40 spaces* |
| | | | |
| Amount of required off-street parking after applying relevant exemptions | | | **40 parking spaces** |

Due to the times and nature of the two uses at this location, the city's shared parking provisions could apply. Therefore, the site has adequate automobile parking. The applicant will need to add two bicycle parking spaces to the site to be compliant with the City's bicycle parking requirement. Staff is recommending that this is added as a condition of the special use permit.

**Building Safety**
The building at 1601 Bunn Street was constructed in the 1970s. The portion of the building expecting to house the sports/fitness establishment use was designed for a storage/warehouse use. Building upgrades such as a fire suppression system, fire rated separations/walls, and additional bathrooms may be required because of the change of use and change in occupancy. The applicant should receive a certificate of occupancy from the Building Safety Division before opening to the public. Staff is recommending that the Zoning Board of Appeals also add this as a condition of the special use permit.

Lastly, to ensure that the proposed use does not impede ordinary development in the M-1 District, nor negatively impact the adjacent industrial uses, staff is also recommending that the Zoning Board of Appeals add a condition to contain the proposed use *within* the building. Staff discourages holding special events outside, which could generate noise and possibly cause safety issues with cars on Bunn Street and Lafayette Street. By adding the condition, it will help decrease noise generated from outdoor racing which could negatively impact the adjacent residences. Additionally, it avoids any potential conflicts between race cars and automobiles on Bunn Street and Lafayette Street.

## Conformance with the Comprehensive Plan:

E.D. 1-1 Focus on retention and expansion of existing businesses.

## *Action by the Zoning Board of Appeals.*

For each special use application, the Zoning Board of Appeals Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

1. **that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare**
   The proposed indoor remote-controlled racing and racetrack will operate inside the existing building at 1601 S. Bunn Street. Additionally, it will operate during alternative hours from the existing heating and cooling business housed at the same location. While the M-1 district is intended for industrial and manufacturing uses, the district allows Sports and Fitness establishments with a special use permit. The use provides a transitional, and less intense use in the district which is more compatible to the adjacent residential uses. **The standard is met.**

2. **that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;** The current retail/storage use occupying the subject property and the proposed indoor racing use could provide a buffer and transition between the towing services and the residential uses. The staggered hours of operation enable shared parking between the uses and encourage off-street parking at this location. **The standard is met.**

3. **that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district**; Staff is recommending that the Zoning Board of Appeals add the condition that the use operate inside the building to reduce potential negative impacts to the adjacent industrial and residential uses. **The standard is met.**

4. **that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** Bunn Street and Lafayette Street are major collector roads. Lafayette Street is a truck route connecting Main St/US 51 and Morrissey St/US 150. The streets have adequate capacity for vehicles generated by the propose special use. Staff recommends the Zoning Board of Appeals add a condition to limit the operation to the inside of the building to avoid potential conflicts with the truck and vehicular traffic on Bunn and Lafayette Streets. **The standard is met.**

5. **that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;** Ingress and egress are existing; no changes are proposed nor expected. **The standard is met.**

6. **that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Zoning Board of Appeals. (Ordinance No. 2006-137)**. The building was not designed for the proposed use and occupancy load. Additional upgrades may be required. Staff recommends the Zoning Board of Appeals add a condition that the application receive a Certificate of Occupancy from the Building Safety Division before opening to the public. **The standard is met.**

## *STAFF RECOMMENDATION:*

Staff finds that the petition meets the Zoning Ordinance's standards required to allow a special use. Staff recommends that the Zoning Board of Appeals provide Council with a positive recommendation to ***approve*** the petition for a special use permit to allow a sports and fitness establishment for a indoor remote control racecar track in the M-1 District at 1601 S Bunn Street, with the following conditions:

1). The applicant should add a bike rack with space for two bicycles; and,

2). All activities are conducted indoors; and,

3). The applicant should receive a certificate of occupancy from the City of Bloomington Building Safety Division before opening to the public.

Respectfully submitted,
Katie Simpson

Attachments:

- Draft Ordinance
- Exhibit A-Legal Description
- Petition and supplemental documents from petitioner
- Site Plan
- Aerial Map
- Zoning Map
- Neighborhood Notice Map, Newspaper Notice and List of Addresses Notified

**DRAFT**
**MINUTES**
**BLOOMINGTON ZONING BOARD OF APPEALS**
**REGULAR MEETING - 4:00 P.M.**
**WEDNESDAY, NOVEMBER 20, 2019**
**COUNCIL CHAMBERS, CITY HALL**
**109 EAST OLIVE STREET**
**BLOOMINGTON, ILLINOIS**

Members present: Mr. Terry Ballantini, Mr. Michael McFarland, Mr. Tyler Noonan, and Chairperson Victoria Harris.

Members absent: Mr. Michael Rivera Jr, and Mr. Richard Vitengruber

Also present: Mr. George Boyle, Assistant Corporation Counsel
Ms. Casey Weeks, Assistant City Planner
Ms. Katie Simpson, City Planner
Mr. Bob Mahrt, Community Development Director

Ms. Harris called the meeting to order at 4:00 p.m. Ms. Simpson called the roll; with four members present, the Zoning Board of Appeals established a quorum.

**PUBLIC COMMENT:** None.

**MINUTES:** The Zoning Board of Appeals reviewed the September 18, 2019 regular meeting minutes. Mr. Ballantini motioned to approve the minutes as corrected. Seconded by Mr. McFarland. The motion to accept the minutes as amended, was unanimously approved, 4-0 by voice vote.

**REGULAR AGENDA:**

**SP-04-19 Consideration, review and approval of a petition for a special use permit for a Sports/Fitness Establishment in the M-1 District for property located at 1601 S. Bunn St., submitted by Nordine's Heating and Cooling Supply, Inc. (Ward 1).**

Petitioner's attorney, Rich Marvel, spoke about the project. Cars are raced on Wednesday evenings and Saturdays indoors maximum capacity around 100 people. Owner of Nordine's Heating and Cooling, Tom, organizes the races and built the indoor track. Competing remote control cars on the indoor track to win trophies. Wide range of attendees from eight years old to eighty years old. There are different classes of cars for various categories of races.

Ms. Casey Weeks, Assistant City Planner, gave the staff presentation recommending to approve the special use permit to allow a sports and fitness establishment at 1601 S. Bunn with the following conditions: 1). The applicant should add a bike rack with space for two bicycles; and, 2). All racing will be conducted indoors; and, 3). The applicant shall receive a certificate of occupancy from the City of Bloomington Building Safety Division before opening to the public. The standards will be met if the conditions are met. Racing will be conducted inside the building. Parking was calculated as forty spaces needed to accommodate the uses in the building.

Resident, Ms. Sharon Griffin who lives on Julie Drive spoke regarding concerns for parking. She has not experienced problems with parking previously. Tom, owner of Nordine's Heating and Cooling, stated MGH and the towing company to the south have given verbal permission to allow for parking on their lots for overflow parking.

Ms. Katie Simpson, City Planner, spoke on the parking requirements. The parking requirements were determined by the size of the uses designated in the site plan. If changes are made to the site plan, parking requirements may change.

Zoning Board will give a recommendation to City Council. The Zoning Board established the following findings to be met, with the following votes called:

**1.** *that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;* Mr. Ballantini - yes, Mr. McFarland - yes, Mr. Noonan - yes, and Chairperson Harris – yes.

**2.** *that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;* Mr. Ballantini - yes, Mr. McFarland - yes, Mr. Noonan - yes, and Chairperson Harris – yes.

**3.** *that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;* Mr. Ballantini - yes, Mr. McFarland - yes, Mr. Noonan - yes, and Chairperson Harris – yes.

**4.** *that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;* Mr. Ballantini - yes, Mr. McFarland - yes, Mr. Noonan - yes, and Chairperson Harris – yes.

**5.** *that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;* Mr. Ballantini - yes, Mr. McFarland - yes, Mr. Noonan - yes, and Chairperson Harris – yes.

**6.** *that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Zoning Board of Appeals. (Ordinance No. 2006-137).* Mr. Ballantini - yes, Mr. McFarland - yes, Mr. Noonan - yes, and Chairperson Harris – yes.

The Board voted to approve the Special Use permit with the three conditions: 1). The applicant should add a bike rack with space for two bicycles; and, 2). All racing will be conducted indoors; and, 3). The applicant shall receive a certificate of occupancy from the City of Bloomington Building Safety Division before opening to the public.

**Mr. Ballantini made a motion to approve, seconded by Mr. Noonan. The Board approved the variance by a vote of 4-0, with the following votes cast on roll call: Mr. Terry Ballantini - Yes, Mr. Michael McFarland - Yes, Mr. Tyler Noonan - Yes, and Chairperson Victoria Harris – Yes.**

10/7/2019

# Aerial Map 1601 S Bunn St

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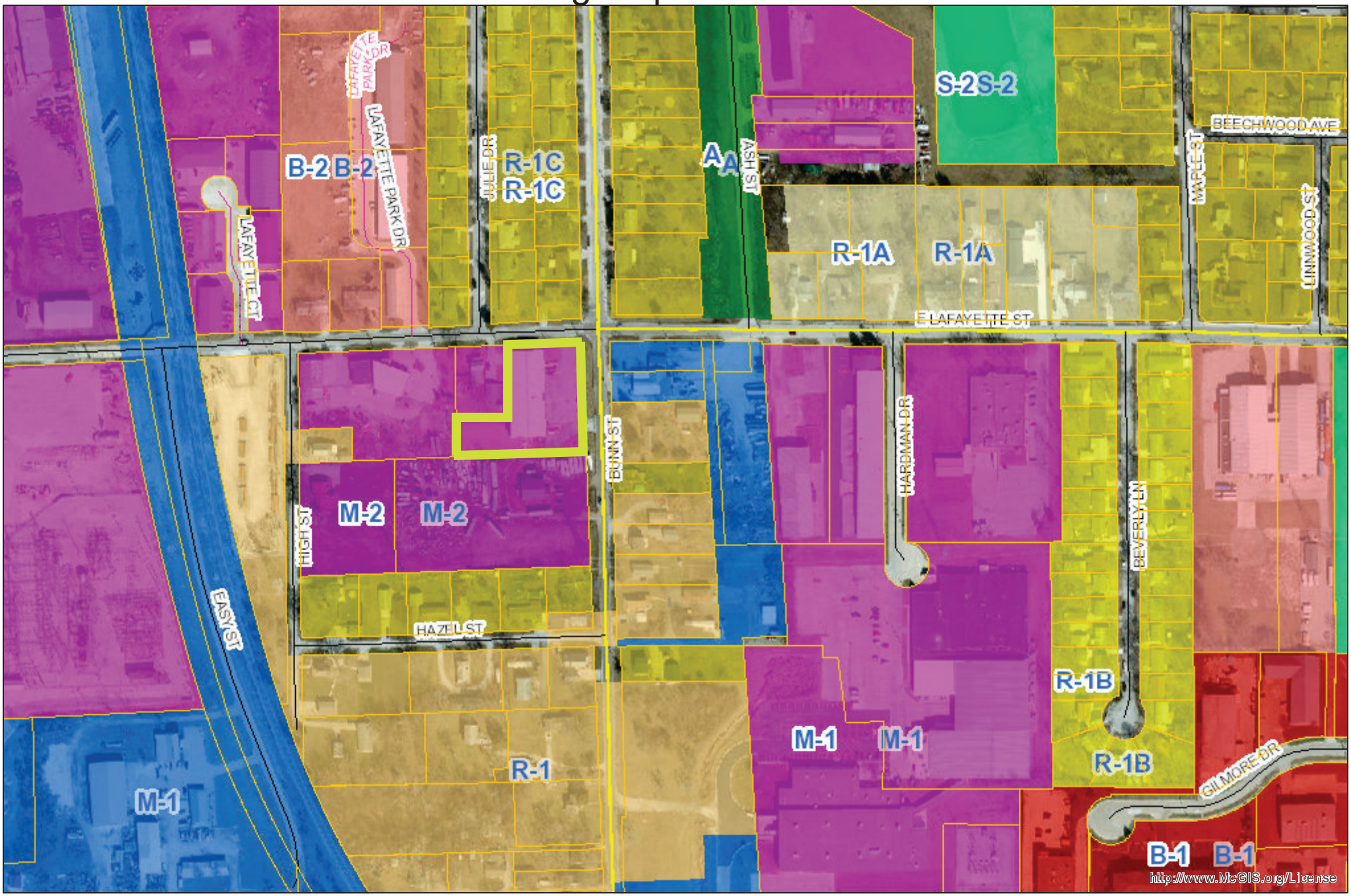
McGIS

10/7/2019

# Zoning Map 1601 S Bunn St

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63809
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE
ZONING BOARD OF APPEALS
NOVEMBER 20, 2019

Notice is hereby given that the Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, November 20, 2019 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, for the following petitions:

Nordine's Heating & Cooling Supply Inc. 1601 S. Bunn St., Bloomington, IL 61701 (LUSH-SNYDER SUB LOT 2) requesting the approval of a special use permit for a Sports and Fitness Establishment, primarily used for electric remote control car racing, in M-1, Restricted Manufacturing District, at 1601 S. Bunn St. owned by Richard Snyder (13001 NW49th Ave. Vancouver WA 98685)

Steven Barr is requesting a Variance at 916 W Wood Street (FW KOCH'S ADDNW58' LOT 1 BLK 1 &LAWRENCE SUBN OF LOT 16 SUB NE 8-23-2EE139.5' LOT 18). The petitioner is requesting completed fence project remain with finished side facing property instead of facing outward.

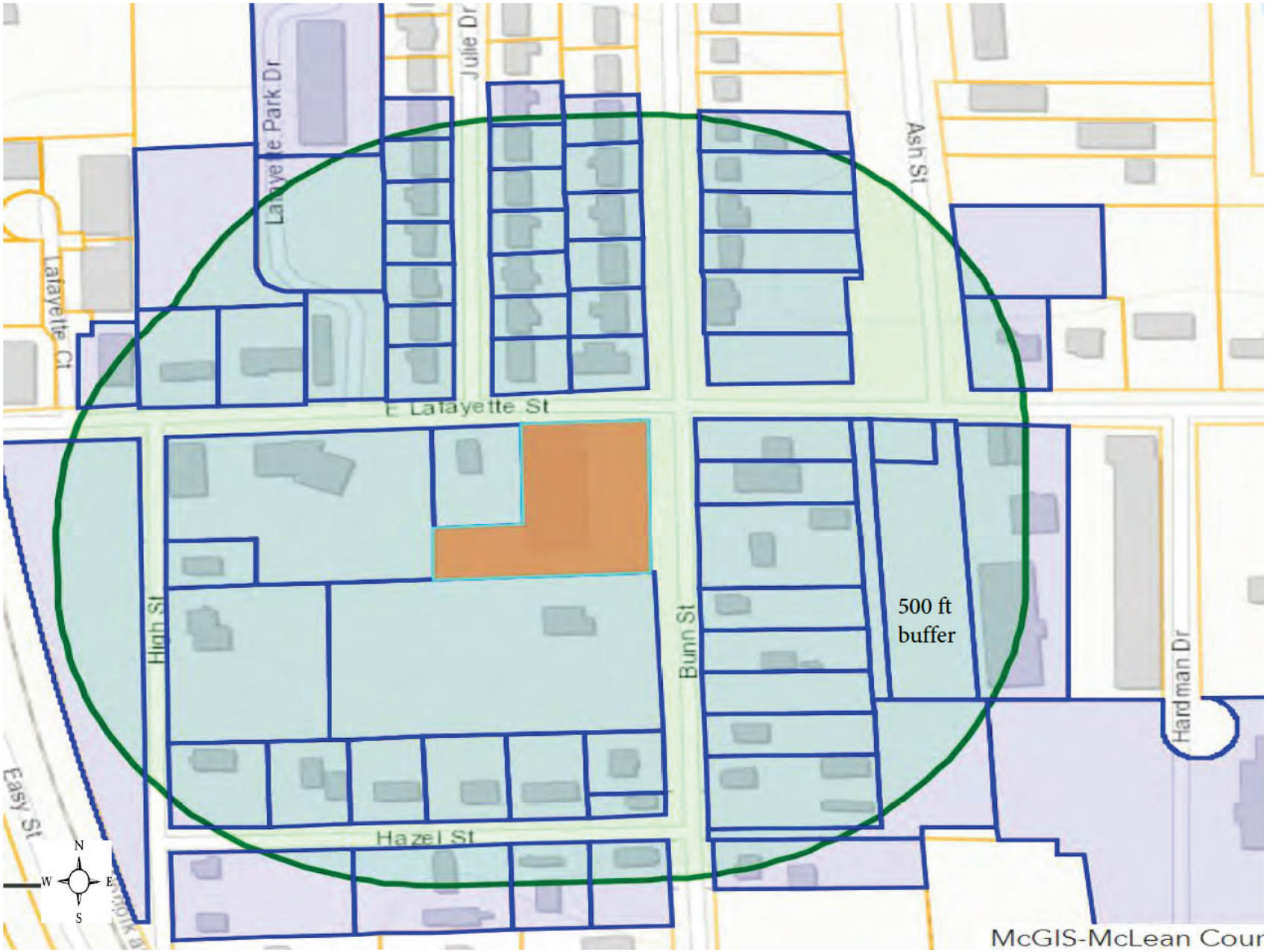
Dr. Stephen Pilcher is requesting a Variance 9 Heartland Drive (HERSHEY CENTER LOT 4). The petitioner is requesting a 6' reduction of the 12' required front perimeter parking lot landscaping requirements.

All interested persons may present their views upon such matters pertaining to the above referenced cases at the public hearing. The petitioner or his /her Counsel/Agent must attend the meeting. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Published: November 4, 2019Published: November 4, 2019

Public Hearing on Nov. 20, 2019 for a Special Use Permit at 1601 S. Bunn St.



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

November 1, 2019

Dear Property Owner or Resident:

The Zoning Board of Appeals will hold a public hearing on **Wednesday, November 20, 2019 at 4:00PM in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois** to hear testimony for a petition submitted by Nordine's Heating & Cooling Supply Inc. (1601 S. Bunn St., Bloomington, IL 61701) for the approval of a special use permit for a sports and fitness establishment in M-1, Restricted Manufacturing District at *1601 S. Bunn St.* owned by Richard Snyder (*13001 NW49th Ave. Vancouver WA 98685*) at which time all interested persons may present their views upon such matters pertaining thereto. The petitioner or his/her Counsel/Agent must attend the meeting.

REQUEST

The petitioner is requesting to allow for a sports and fitness establishment (indoor electric remote control car racing) in M-1, Restricted Manufacturing as a special use.

LEGAL DESCRIPTION: LUSH-SNYDER SUB LOT 2 (PIN: 21-09-478-013)

You are receiving this notification since you own property within a 500 foot radius of the land described above (refer to attached map). All interested persons may present their views upon said petition, or ask questions related to the petitioner's request at the scheduled public hearing. Copies of the submitted petition are available for public review at the Department of Community Development, 115 E. Washington St. Bloomington, IL 61701.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing. Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting.

The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may email us at planning@cityblm.org or call us at (309) 434-2226.

Sincerely,

Planning Division staff
Attachments:
Map of notified properties within 500 ft of subject property

MARILYN JEAN REESER TRUST

[redacted]

ELFRID VETELIO TORRES

[redacted]

SCOTT DANIELSON

[redacted]

MELISSA MCCLAIN

[redacted]

RICHARD SPARKS

[redacted]

GARIN & KRISTA VANNOTE

[redacted]

LARRY & SHARON BLAKE

[redacted]

TRUST L101

[redacted]

JEFF BEACH

[redacted]

DAVID MAYES

[redacted]

LUISA KALNIETIS

[redacted]

JOSHUA & AMBER RHODES

[redacted]

ANDREW & ANGELA SCOTT

[redacted]

JAMES & CAROL CARLIN

[redacted]

J BRADFORD BRAY

[redacted]

MARILYN HETZ

[redacted]

CORA I CREWS

[redacted]

DANIELLE & ROSE MARIE CRITES PAVLOVICH

[redacted]

ROBERT WAGONER

[redacted]

KEVIN WALSH

[redacted]

STEPHANIE SANDERS

[redacted]

JAMES MALINOWSKI

[redacted]

G SPORTS CORPORATION

[redacted]

KENNETH & NICOLE ARTMAN

[redacted]

LIVING TRUST ELIZABETH HOLARIC REVOCABLE

[redacted]

MICHAEL MILLER

[redacted]

KATHY LANE

[redacted]

DAVID SMITH

[redacted]

MOLLY MINTUS

[redacted]

MARK & LYNNE CISCO

[redacted]

FOUR ACRE LLC

[redacted]

FELMLEY DICKERSON CO

[redacted]

RICHARD SNYDER

[redacted]

ROBERT DUNHAM

[redacted]

MICKEY & JEANNETTE HART HART

[redacted]

CORE 3 PROPERTY MANAGEMENT LLC
JODI BLOOMINGTON MF LLC

[redacted]

ABIGAIL WHEELER

[redacted]

WILLIAM VANDALSEN

[redacted]

SHARON GRIFFIN

[redacted]

HABITAT FOR HUMANITY

[redacted]

RISK CAPITAL PARTNERS LLC

[redacted]

COREY YOUNG

[redacted]

ROD BAGOSY

[redacted]

RICHARD JONES

[redacted]

VANFLEET LAW OFFICES

[redacted]

ALL SEASONS PROPERTIES LLC

[redacted]

JMH TRUCKING INC

[redacted]

DANIEL & VICKI CREWS

[redacted]

ERIC & DAWN HANEY

[redacted]

STEVE TIMMERMAN

[redacted]

JMH TRUCKING INC

[redacted]

CYNTHIA SHEPHERD

[redacted]

CARLOS & LAURELLE EMBRY

[redacted]

DANIELLE CAIL

[redacted]

AMEREN SERVICES ILLINOIS POWER CO

[redacted]

TIMOTHY & KETTI SCHENK

[redacted]

## CONSENT AGENDA ITEM NO. 7.E

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Public Works Department

**WARD IMPACTED**: Ward 1

**SUBJECT**: Consideration and action to approve an Ordinance Approving the Final Plat of MVAH Partners Subdivision, subject to the petitioner paying the required tap-on fees, so the property owner can prepare for a future site development, as requested by the Public Works Department.

**RECOMMENDED MOTION:** The Ordinance be approved, subject to the petitioner paying the required tap-on fees.

**STRATEGIC PLAN LINK:**
-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
-Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** Public Works is recommending an Ordinance Approving the Final Plat of MVAH Partners Subdivision, subject to the petitioner paying the required tap-on fees. A tap-on fee is a fee paid by the landowner/developer so that the city can recoup its cost to construct public infrastructure. The proposed final plat consists of one lot and one outlot and is located north of Lincoln Street and west of Four Seasons Road. The existing Parcel Identification Number is 21-11-176-032.

The parkland fee structure for lot 1 shall apply to outlot 2 if outlot 2 is re-platted as a lot within 5 years of the adoption of this ordinance.

The zoning in this area is R-3B. The proposed use is permitted in this zoning district. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and qualifies for the expedited final plat procedure set forth in Chapter 24 of the Bloomington City Code. City staff has no objections to the plan.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** American Apartment and Development, LLC.

**FINANCIAL IMPACT:** American Apartment and Development, LLC., paid all survey and plat costs. Tap-on fees are due as part of this subdivision. See tap-on attachment for additional information.

**COMMUNITY DEVELOPMENT IMPACT:** Goal H-1. Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington, Objective H-1.1 Ensure that the housing to accommodate the new growth is a

broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changes trends in age-group composition, income and family living habits. Goal ED-4. Enhance the image of Bloomington as a business friendly community, Objective ED-4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:

Jim Karch, Director of Public Works 11/27/2019

Chris Tomerlin, Budget Manager 12/2/2019

George Boyle

George Boyle, Assistant Corporation Counsel 12/3/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- PW 3B Ordinance 2019 - 88 and Legal Description MVAH Partners Subdivision Final Plat
- PW 3C Final Plat MVAH Partners Subdivision Final Plat
- PW 3D Owners Petition MVAH Partners Subdivision Final Plat
- PW 3E County Clerks Certificate MVAH Partners Subdivision Final Plat
- PW 3F Owners Certificate MVAH Partners Subdivision Final Plat
- PW 3G School District Certificate MVAH Partners Subdivision Final Plat
- PW 3H Final Plat Checklist MVAH Partners Subdivision Final Plat
- PW 3I Final Plat Map MVAH Partners Subdivision Final Plat
- PW 3J Tap On Memo MVAH Partners Subdivision Final Plat
- PW 3K Developer Fees Letter MVAH Partners Subdivision Final Plat_Redacted

**ORDINANCE NO. 2019 - 88**

**AN ORDINANCE APPROVING THE FINAL PLAT OF MVAH PARTNERS SUBDIVISION**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of MVAH Partners Subdivision, dated November 25, 2019, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended; and

WHEREAS, the developer sent a request to the City asking that the parkland fee structure applied to lot 1 be applied to outlot 2 if outlot 2 is platted within 5 years; and

WHEREAS, it is in the City's best interest to promote affordable housing and agreeing to the parkland dedication fee helps achieve this goal; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided, and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code;

**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 Final Plat of MVAH Partners Subdivision, dated November 25, 2019 is hereby approved.

SECTION 3. That the parkland fee structure for lot 1 shall apply to outlot 2 if outlot 2 is replatted as a lot within 5 years of the adoption of this ordinance.

SECTION 4. This ordinance shall be effective immediately after the date of its passage and approval.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 16th day of December 2019.

APPROVED this _____ day of December 2019.

**CITY OF BLOOMINGTON** **ATTEST**

_____ _____

Tari Renner, Mayor Amanda Mohan, Deputy City Clerk

Exhibit A: Legal Description
MVAH Partners Subdivision – Bloomington, IL

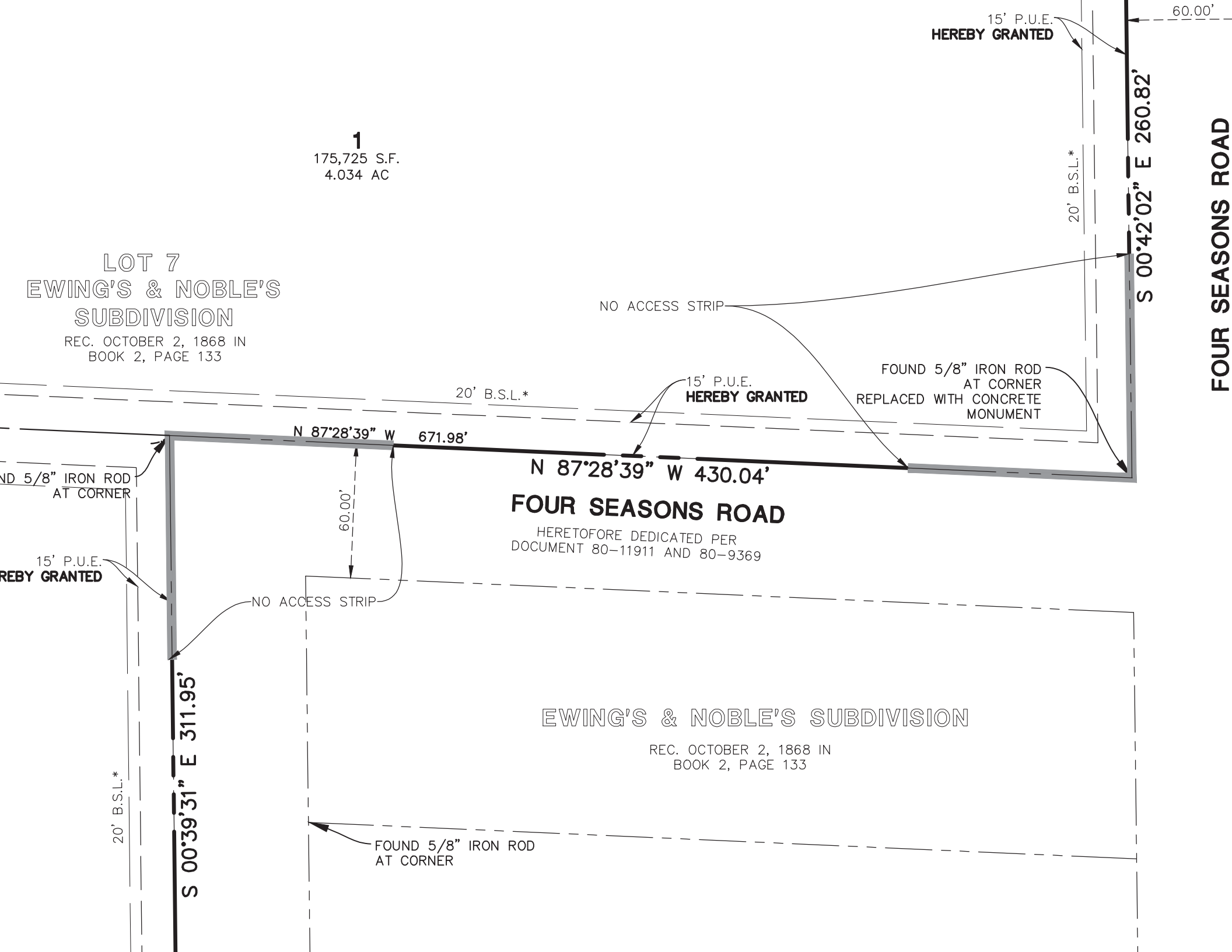
**LEGAL DESCRIPTION PER TITLE COMMITMENT NO. 5606-14180089**

LOT 7, EXCEPT THE EAST 400 FEET OF THE SOUTH 325 FEET THEREOF, IN EWING AND NOBLES SUBDIVISION OF 86 ACRES OFF THE EAST SIDE OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART CONVEYED TO THE CITY OF BLOOMINGTON BY WARRATNY DEEDS RECORDED SEPTEMBER 15, 1980 AS DOCUMENT N0 80-9369 AND RECORDED NOVEMBER 5, 1980 AS DOCUMENT 80-11911 AND TAKEN BY DECREE OF CONDEMNATION ENTERED IN THE CIRCUIT COURT OF MCLEAN COUNTY, ILLINOIS IN CASE 80ED3 ON SEPTEMBER 15, 1981 AND RECORDED OCTOBER 8, 1981 AS DOCUMENT NO. 81-9383, IN MCLEAN COUNTY, ILLINOIS

***SURVEYOR'S LEGAL DESCRIPTION***

THAT PART OF LOT 7, EXCEPT THE EAST 400 FEET OF THE SOUTH 325 FEET THEREOF, IN EWING AND NOBLES SUBDIVISION OF 86 ACRES OFF THE EAST SIDE OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART CONVEYED TO THE CITY OF BLOOMINGTON BY WARRATNY DEEDS RECORDED SEPTEMBER 15, 1980 AS DOCUMENT NO. 80-9369 AND RECORDED NOVEMBER 5, 1980 AS DOCUMENT NO. 80-11911 AND TAKEN BY DECREE OF CONDEMNATION ENTERED IN THE CIRCUIT COURT OF MCLEAN COUNTY, ILLINOIS IN CASE 80ED3 ON SEPTEMBER 15, 1981 AND RECORDED OCTOBER 8, 1981 AS DOCUMENT NO. 81-9383, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE BRADY SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 27, 1976 PER DOCUMENT 76-1262; THENCE SOUTH 00 DEGREES 42 MINUTES 02 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY OF FOUR SEASONS ROAD, A DISTANCE OF 260.82 FEET TO THE NORTHERLY RIGHT-OF-WAY OF FOUR SEASONS ROAD AS DEDICATED PER DOCUMENT 80-11911; THENCE NORTH 87 DEGREES 28 MINUTES 39 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE WESTERLY EXTENSION OF SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 671.98 FEET TO THE EAST LINE OF PARMON ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1959 PER DOCUMENT 51077; THENCE NORTH 01 DEGREES 14 MINUTES 12 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 262.21 FEET TO THE SOUTH LINE OF SAID BRADY SUBDIVISION; THENCE SOUTH 87 DEGREES 22 MINUTES 21 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 674.51 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

Commonly known as 2220 East Lincoln Road, Bloomington, IL
PIN: 21-11-176-032


1
175,725 S.F.
4.034 AC
LOT 7
EWING'S & NOBLE'S
SUBDIVISION
REC. OCTOBER 2, 1868 IN
BOOK 2, PAGE 133
15' P.U.E.
HEREBY GRANTED
60.00'
20' B.S.L.*
S 00°42'02" E 260.82'
FOUR SEASONS ROAD
NO ACCESS STRIP
FOUND 5/8" IRON ROD
AT CORNER
REPLACED WITH CONCRETE
MONUMENT
20' B.S.L.*
15' P.U.E.
HEREBY GRANTED
N 87°28'39" W 671.98'
N 87°28'39" W 430.04'
ND 5/8" IRON ROD
AT CORNER
60.00'
FOUR SEASONS ROAD
HERETOFORE DEDICATED PER
DOCUMENT 80-11911 AND 80-9369
15' P.U.E.
REBY GRANTED
NO ACCESS STRIP
EWING'S & NOBLE'S SUBDIVISION
REC. OCTOBER 2, 1868 IN
BOOK 2, PAGE 133
20' B.S.L.*
S 00°39'31" E 311.95'
FOUND 5/8" IRON ROD
AT CORNER

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois )
)ss.
County of McLean )

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now come(s) American Apartments and Development, LLC

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate thereinof the premises hereinafter legally described in Exhibit(s) A which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as MVAH Partners Subdivision

3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: Waiver of Preliminary Plan

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the MVAH Partners subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,
American Apartments and Development, LLC
By: [redacted]
Meredith K. Lovelass, its Manager

## COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS )
) SS.
COUNTY OF McLEAN )

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that I have this day examined the tax records of the property shown on the attached plat and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the tract of land described in said plat, given under my hand and seal of this County on the 26th day of November, 2019.

21-11-176-032

[redacted]

Kathy Michael, County Clerk
McLean County, Illinois

## OWNER'S CERTIFICATE

State of Illinois )
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of MVAH Partners Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of " MVAH Partners " Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Bradley A. Strohl Registered Illinois Land Surveyor Number 035-003686 ; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 26TH day of November , 20 19 .

(Seal)

American Apartments and Development, LLC

By: [redacted]

Meredith K. Lovelass, its Manager

*where dedication is required under Section 3.5.

State of Illinois )
)ss.
County of McLean)

I, Julie A Anderson, a Notary Public in and for the county and State aforesaid, do hereby certify that Meredith K. Lovelass as Manager of American Apartments and Development, LLC personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 26th day of November , 2019 .

JULIE A ANDERSON
"OFFICIAL SEAL"
My Commission Expires
January 25, 2021

[redacted]

Notary Public

My commission expires _____.

## SCHOOL DISTRICT CERTIFICATE

This is to certify that I American Apartments and Development, LLC as Owner/~~Developer~~ of the property herein described in the Surveyor's Certificate, which will be known as MVAH Partners Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District # 87 in McLean County, Illinois.

Dated this 26th day of November, 2019.

American Apartments and Development, LLC

By: [redacted]

Meredith K. Lovelass, its Manager

State of Illinois )
)ss.
County of McLean)

I, Julie A Anderson, a Notary Public in and for the county and State aforesaid, do hereby certify that Meredith K. Lovelass as Manager of American Apartments and Development, LLC personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and ~~notarial seal this~~ 26th day of November, 2019.

NOTARY PUBLIC STATE OF ILLINOIS
JULIE A ANDERSON
"OFFICIAL SEAL"
My Commission Expires
January 25, 2021

[redacted]
Notary Public

My commission expires _____.

# MVAH Partners Subdivsion

Date Prepared: 11/26/2019

| **Shown on Final Plat:** | | Initial |
|---|---|---|
| | Easements shown for all public improvements | TJM |
| | City Engineer's Signature Block | TJM |
| | Clerk's Signature Block | TJM |
| | Areas or facilities to be dedicated to the public | N/A |
| | Railroad Right of Ways | N/A |
| | Subdivision Boundaries | TJM |
| | References to nearest street lines, Township, Sections lines, or monuments. | TJM |
| | Name of Subdivision | TJM |
| | Legal Description | TJM |
| | Existing Parcel Id Number (PIN) | TJM |
| | Surveyor's statement regarding any Special Flood Hazard Areas. | TJM |
| | Total Acreage | TJM |
| | Street Names | TJM |
| | Proposed Lot numbers (consecutively numbered) | TJM |
| | Front Yard Setbacks | TJM |
| | | |
| | | |
| **The following shall be provided:** | | |
| | School District Certificate | TJM |
| | County Clerk's Certificate | TJM |
| | Owner's Certificate | TJM |
| | Drainage Statement | TJM |
| | Owner's Petition | TJM |
| | Ordinance | TJM |
| | Utility Company Signoffs | N/A |
| | Digital PDF Submittal provided to Public Works | TJM |
| | Digital CAD format submittal provided to Public Works | Not yet |
| | 2 Mylar Copies | |
| | 12 Paper Copies | |
| **The following requirements shall be met:** | | |
| | Final plat retains the design characteristics of a valid Preliminary Plan that has not expired | N/A |
| | Retains the design characteristics of approved public improvement engineering plans and specifications. | TJM |
| | Final Plat is signed by IL licensed surveyor | TJM |
| | Plans for all public improvements approved by Public Works | N/A |

City of Bloomington Illinois

Public Works Department

# MVAH Partners Subdivison

0 145 290

Feet

Date: 11/26/2019

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

# MEMORANDUM

December 12, 2019

To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Subject: MVAH Partners Subdivision
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: MVAH Partners Subdivision. The final plat will be considered for approval by the City Council at the December 16th, 2019 meeting.

**A. Performance Guarantee:**

| | |
|---|---|
| 110% of all uncompleted public improvement construction costs: | $ 22,215.60 |
| Total Bond Amount Required | $ 22,215.60 |

**Bond/Guarantee must be in the form(s) and language provided by City Code.**

**B: Tap-On Fees:**

The following tap-on fees are due:

Area of Lot 1: = 4.034 acres
Remaining area with unpaid tap-on fees = 1.718 Acres

1) Four Seasons Sewer (S-4): $833.00/ac + 6% simple interest from 11/1970**
2) Regency Street Pump Station (S-22): $450 /ac + 6% simple interest from 12/1969**
3) Regency Pump Station Upgrade (S-22): $250 /ac + 6% simple interest from 10/1984**
4) Easement Water Tap-on: $3.48/lf of Airport Rd. + 6% simple interest from 06/1962**
5) Stormwater Detention: Parcels shall provide on-site detention; no fee in lieu of required for final plat.
6) Fee in lieu of Park Land: $562.50/unit; 56 Units Total. the parkland fee structure for lot 1 shall apply to outlot 2 if outlot 2 is replatted as a lot within 5 years of the adoption of the ordanance for this final plat.

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

| | | ***Code*** | ***Principal*** | ***Interest*** | ***Total*** |
|---|---|---|---|---|---|
| 1 | Four Seasons Sewer | 51101100-54120 | $3,360.32 | $9,879.35 | $13,239.67 |
| 2 | Regency Street Pump Station | 51101100-54120 | $1,815.30 | $5,436.82 | $7,252.12 |
| 3 | Regency Pump Station Upgrade | 51101100-54120 | $1,008.50 | $1,456.21 | $2,464.71 |
| 4 | Easement Water Main | 50100120-57320 | $2,328.47 | $8,021.57 | $10,350.04 |
| 5 | Stormwater Detention | 53103100-57320 | $0.00 | $0.00 | $0.00 |
| 6 | Fee in lieu of Park Land | 24104100-57320 | $31,500.00 | $0.00 | $31,500.00 |
| | | | | | |
| **TOTAL TAP-ON FEES DUE:** | | | | | **$64,806.54** |

**C: Guarantee Substandard Street Improvement:**

There are no Substandard Street Improvement guarantees required.

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Chris Tomerlin
file

# IFA Construction Review Response

Date/Time: **October 16, 2019**

To: **Mr Tim Gleason**
**City Manager**
**City of Bloomington**

Project: **Lincoln Lofts – Developers Subvision Fees and Charges**

Mr. Gleason,

MVAH has been working with staff at the City of Bloomington to arrive at the following fair and equitable fees associated with the proposed MVAH PLAT OF SUBDIVISION and the development of Lincoln Lofts. We appreciate the time and energy that went in to calculating the fees for the north lot and are eager to move forward.

- Sewer (S-4) – 13,192.97
- Sewer Pump station (S-22)- $9,681.52
- Water - $10,326.76
- Parkland Dedication - $31,500 (562.50 per unit)
- BNWRD - $2,875.00

We understand that the Development Fees associated with the subdivision, including Sewer, Sewer Pump Station, Water are subject to change. However, we appreciate your willing to support our proposal to "lock-in" the Parkland Dedication fees for the south lot of the proposed MVAH PLAT OF SUBDIVISION for period of five years. We understand that this request maybe considered a waiver and requires City Council approval, but we know that your and your staff's support is critical.

Thank you.

[redacted]

**Wyllys Mann**
Regional Development Director
Upper Midwest

Empower People
Enhance Communities

9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069
(970) 579-0110

# CONSENT AGENDA ITEM NO. 7.F

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** City Clerk Department

**WARD IMPACTED:** Ward 5

**SUBJECT:** Consideration and action on a Change of Ownership Application from Bloomington Chateau Partners, LLC, d/b/a Chateau Hotel and Conference Center to Hostmark Hospitality Group, Inc., d/b/a Chateau Hotel and Conference Center, located at 1621 Jumer Drive requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

**RECOMMENDED MOTION:** The proposed License be approved contingent upon compliance with all building, health, and safety codes.

**STRATEGIC PLAN LINK:**
-Goal 5. Great Place – Livable, Sustainable City
-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
-Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** Hostmark Hospitality Group, Inc, d/b/a Chateau Hotel and Conference Center, located at 1621 Jumer Drive, was purchased from Bloomington Chateau Partners, LLC. The applicant seeks a liquor license to allow liquor sales in their banquet facility. The new owner, SDO Fund II D37, has hired a management company, Hostmark Hospitality Group, Inc., to run the hotel and conference center. Hostmark is requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license. This classification of license is appropriate for a banquet facility.

On December 10, 2019, the Liquor Commission unanimously voted to approve the above stated request and forward the application to the City Council for consideration (draft minutes attached).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with City Code, on November 30, 2019, a public notice was published in the Pantagraph and courtesy copies were mailed to 12 adjacent neighboring properties.

**FINANCIAL IMPACT:** The annual license fee for a Class EAS liquor license is $2,950, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 120. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, Hotel/Motel Tax and Food and Beverage Tax.

**COMMUNITY DEVELOPMENT IMPACT:** ED-1.1 Focus on retention and expansion of existing businesses. ED-5 Enhance tourism based-economic development.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

Leslie Yocum, City Clerk 12/11/2019

Chris Tomerlin, Budget Manager 12/11/2019

Jeffrey R. Jurgens, Corporation Counsel 12/12/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- 2B Chateau Application (EAS) - Change of Ownership_Redacted
- 2C Public Notice Chateau - Change of Owners (EAS)
- 2D Liq Com Draft Minutes 12-10-2019_Chateau

OFFICE USE ONLY

Submittal Date: 10/29/19

Renewal Type (A, SA): SA

Staff Initials: AM

CITY OF Bloomington ILLINOIS

# Business Contact Sheet

**PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARY AND COMPLETELY.**

| | |
|---|---|
| Legal Name (Individual, Partnership, Corportation/LLC): | Hostmark Hospitality Group, Inc. |
| Doing Business As (D/B/A): | CHATEAU HOTEL AND CONFERENCE CENTER |
| Business Address: | 1300 E. Woodfield Road Suite 400 |
| City/State: | Schaumburg, IL |
| Zip Code: | 60173 |
| Business Phone Number: | [redacted] |
| Business Email Address: | [redacted] |

Please list an email address where all billing information will be received by the business. *Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.*

**Billing Email Address:** [redacted]

## License Renewals

Please list those responsible for **License Renewals** for the above establishment.

**Primary Contact:**

**Name:** William Gingrich **Phone Number:** [redacted]

**Address:** [redacted] **City/State:** [redacted] **Zip Code:** _____

**Alternate Contact:**

**Name:** _____ **Phone Number:** _____

**Address:** _____ **City/State:** _____ **Zip Code:** _____

**Manager:**

**Name:** Jeremy Cruthis **Phone Number:** [redacted]

**Address:** [redacted] **City/State:** [redacted] **Zip Code:** [redacted]

## Amanda Mohan

**From:** Jeremy Cruthis <[redacted]>
**Sent:** Wednesday, November 27, 2019 2:32 PM
**To:** citiclerk@cityblm.org; Amanda Mohan
**Subject:** Chateau Liquor License

**Categories:** Liquor Commission

Amanda,
It was nice speaking with you on the phone today…. Thank you for explaining to me that I should be applying for a EAS license instead of a RAS license. Can you please let me know the other items that need to be addressed on the new liquor license application… I will provide the items for you ASAP.
Thank you,
Jeremy Cruthis.

Jeremy P. Cruthis | General Manager
Chateau Hotel & Conference Center
[redacted]
Bloomington, IL 61704
TEL [redacted]
DIRECT
FAX
[redacted]

Websense: Click here to report this email as spam.

# Liquor License Application Questionnaire

## TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

## LEGAL REQUIREMENTS:

1. Have you attained the age of 21 years? Y ☑ N ☐
2. Have you ever had a Bloomington liquor license revoked for any cause? Y ☐ N ☑
3. Have you been a resident of the City of Bloomington for one year? Y ☐ N ☑
4. Are you eligible for a state retail liquor dealer's license? Y ☐ N ☑
5. Are you a citizen of the United States? Y ☑ N ☐
6. Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? Y ☐ N ☑
7. Are you a person of good character and reputation? Y ☑ N ☐
8. Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor? Y ☐ N ☑
9. Do you own or have a valid lease to the premises for which the license is sought? Y ☑ N ☐
10. Have you ever been convicted of a felony under the laws of the United States or any state? Y ☐ N ☑
11. Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? Y ☐ N ☑
12. Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? *(If applicant is a corporation)* Y ☐ N ☑
13. Have you ever been convicted of pandering or any other crime opposed to decency and morality Y ☐ N ☑
14. Is the establishment located within 100' of any church, school, hospital, home for aged, indigent persons, or war veterans, their wives or children? Y ☐ N ☑

Bloomington ILLINOIS

EAS

## NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* ~~XXXXXX~~ RAS

| TYPE | DESCRIPTION |
|---|---|
| CA | Clubs - All Types of Liquor |
| CB | Clubs - Beer and Wine Only |
| EA | Entertainment/Recreational Sports Venue - All Types of Liquor |
| EB | Entertainment/Recreational Sports Venue - Beer and Wine Only |
| GPA | Convenience Store - All Types of Liquor |
| GPB | Convenience Store - Beer and Wine Only |
| PA | Package Sales - All Types of Liquor |
| PB | Package Sales - Beer and Wine Only |
| RAP | Restaurant & Package Sales - All Types of Liquor |
| RA | Restaurant - All Types of Liquor |
| RB | Restaurant - Beer and Wine Only |
| TAP | Tavern & Package Sales - All Types of Liquor |
| TA | Tavern - All Types of Liquor |
| TB | Tavern - Beer and Wine Only |
| S | Sunday Sales |

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Banquet facility

3. State the significance of a liquor license to your establishment, present or future:
We need RA and S licenses to aid in the promotion and sale of our banquet venue

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? By the generation of tax revenue collected from the events held at the venue and creates an additional venue for the city to hold social events and gatherings.

5. Upon what facts do you base your answers to the previous question? RA and S type licenses were previously granted to this property with 30 years of tax revenues collected.

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y ☑ N ☐
a. If you answered "YES" to the previous question, state the nature of such Entertainment: Disc jockeys and occasional live bands, both for social events

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y ✔ N ☐
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? hotel accommodations

8. Do you intend to obtain an additional license for any of the following:

Y ☐ N ☑ Public Dancing*

Y ☐ N ☑ Tobacco*

Y ☐ N ☑ Amusement* (If yes, which type: _____)

Y ☐ N ☑ Miscellaneous* (If yes, which type: _____)

✓

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.

*AMUSEMENT*

| Type | Description |
|---|---|
| Auto Amusement Devices | Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description. |
| Musical Devices | A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece. |
| Theatre | Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made. |

*MISCELLANEOUS*

| Type | Description |
|---|---|
| Sidewalk Cafe | The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas. |
| Video Gaming | Currently Not Available; See City Code Chapter 7 Article XIII |

## IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 1621 Jumer Drive City/State: Bloomington, IL Zip: 61704

2. What hours will the establishment be open?

| DAY | TIME OPEN | DAY | TIME CLOSE |
|---|---|---|---|
| Monday: | 7:00 am | Monday: | 1:00 am |
| Tuesday: | 7:00 am | Tuesday: | 1:00 am |
| Wednesday: | 7:00 am | Wednesday: | 1:00 am |
| Thursday: | 7:00 am | Thursday: | 1:00 am |
| Friday: | 7:00 am | Friday: | 1:00 am |
| Saturday: | 7:00 am | Saturday: | 1:00 am |
| Sunday: | 7:00 am | Sunday: | 1:00 am |

3. What type or types of building(s) adjoin the establishment? Free standing with restaurant attached

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? 7:00 am to 12:00 am

b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? ~~Not applicable~~ Commercial

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Veteran's Parkway and Jumer Drive

5. How much additional traffic do you expect the establishment with a liquor license to generate? No discernable increase

6. Describe on and off street parking facilities to handle traffic anticipated: The property has 463 parking spaces for available use

7. How many establishments with liquor licenses are located within the immediate area of your establishment? Only one- Tony Roma's Restaurant

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Same as in previous years

9. Upon what facts do you base your answer to the previous question? Held a liquor license previously at the same location.

**RESPONSIBILITY:**

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.

2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Y☐ N☑

a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor Ordinance? _____

**DATED** this 28th day of October, 20 19.

**SIGNED:**

Robert J. Cataldo
Printed Name

[redacted]
Signature

Secretary-HostmarkHospitality Group, Inc
Title

[redacted]
Address

[redacted]
City/State/Zip Code

_____
Printed Name

_____
Signature

_____
Title

_____
Address

_____
City/State/Zip Code

# Application for the Sale of Alcoholic Beverages

**This application is being submitted as:**

☑ A New Application ☐ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS ~~RAX~~ EA LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is **(Check One and Complete the Corresponding Section):**

☐ an Individual ☐ a Partnership ☑ a Corporation

If an **Individual:**

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Partnership:**

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Corporation/LLC:**

Date of Incorporation: April 16, 1999

State whether same is organized for profit ☑ or nonprofit ☐, under laws of the State of IL.

**(Attach objects of Incorporation according to the Charter of Corporation.)**

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address *(if more space is needed, attach additional page)*:

Name: Jerome F. Cataldo Title: President and Chief Executive Officer

Address: [redacted] City/State/Zip: [redacted]

Name: Robert J. Cataldo Title: Secretary

Address: [redacted] City/State/Zip: [redacted]

UPDATED 02/2019

P25

3. Location and description of the premises or place of business to be operated under this license: 1621 Jumer Drive Bloomington, IL 61704

a. Legal Name: HOSTMARK HOSPITALITY GROUP, INC.

b. D/B/A: CHATEAU HOTEL AND CONFERENCE CENTER

**-- Please answer the following questions by selecting Y (yes) or N (no) --**

Y ☐ N ☑ Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y ☑ N ☐ Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

Y ☑ N ☐ Is it proposed to sell food in this place of business?

Y ☐ N ☑ Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y ☐ N ☑ Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)?

If **yes**, please fully explain: _____

Y ☐ N ☑ Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked?

If **yes**, give further details: _____

Y ☐ N ☑ Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y ☐ N ☑ Is the applicant herein, the owner of the premises for which this license is sought?

*If no, list the information of the building owner:*

Name: _____ Term of Lease: _____ to _____

Address: _____ City/State/Zip: _____

Y ☐ N ☑ 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 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: _____

_____

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 28th day of October, 2019

**A. Individual**

| Printed Name of Applicant | Signature of Applicant |
|---|---|

**B. Partnership**

Business Name

| Printed Name of Partner | Signature of Partner |
|---|---|
| Printed Name of Partner | Signature of Partner |

**C. Corporation/LLC**

Hostmark Hospitality Group, Inc.

Corporate Name

Jerome F. Cataldo [redacted]

Printed Name of President — Signature of President

ATTEST [redacted]

Robert J. Cataldo

Printed Name of Secretary — Signature of Secretary

And the following officers, directors, or majority stockholders:

| | |
|---|---|
| | |

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

# NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 28th day of October, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Notary Public

My Commission Expires: April 30, 2023

DELIA D SUGUITAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 30, 2023

# Application for the Sunday Sale of Alcoholic Beverages

**This application is being submitted as:**

__X__ A New Application _____ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Hostmark Hospitality Group, Inc.

**NAME OF APPLICANT**

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS EAS ~~XA~~ LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CONTINUE FOR SIGNATURE PAGE

Dated this 24 day of October, 2019

**A. Individual**

| Printed Name of Applicant | Signature of Applicant |
|---|---|

**B. Partnership**

Business Name

| Printed Name of Partner | Signature of Partner |
|---|---|
| Printed Name of Partner | Signature of Partner |

**C. Corporation/LLC**

Hostmark Hospitality Group, Inc.
Corporate Name

Jerome F. Cataldo [redacted]
Printed Name of President Signature of President

ATTEST [redacted]

Robert J. Cataldo
Printed Name of Secretary Signature of Secretary

And the following officers, directors, or majority stockholders:

Type text here

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

# NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 28th day of October, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Notary Public

My Commission Expires: April 30, 2023

DELIA D SUGUITAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 30, 2023

# SECTION THREE

## Required Documents to be Submitted

City of Bloomington ILLINOIS

*City Clerk Department*

## Hostmark Hospitality Group, Inc. dba: Chateau Hotel and Conference Center

Located at 1621 Jumer Drive, Bloomington, IL 61704

The finaincial statement was removed from the application packet for the privacy and protection of the applicant's financial information.

Bond No. [redacted]

# BOND OF LICENSE
# FOR THE SALE OF INTOXICATING LIQUOR

*Know All Men by these presents, that we,* **Hostmark Hospitality Group, Inc.**

**1300 E. Woodfield Road Suite 400 SCHAUMBURG, IL 60173**

*as principal and* **Travelers Casualty and Surety Company of America**

**One Tower Square Hartford, CT 06183**

*as sureties, are held and firmly bound unto the CITY OF BLOOMINGTON, a municipal corporation, of the State of Illinois, in the penal sum of TWO THOUSAND DOLLARS, lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.*

*WITNESS our hands and seals this* 24 *day of* October, *A.D.* 2019. *The condition of the above obligation is such that whereas, the above bounden principal has applied to the City Liquor Commission of said City for a Class* RA *License to sell intoxicating liquor in said City.*

*Now, therefore, if said license is granted and issued and said above bounden principal shall faithfully observe and comply with the provisions of the ordinance of said City under which said license is granted, and with the laws of the State of Illinois and the United States of America applying to the sale, and possession for the purpose of sale, of intoxicating liquor as defined in said ordinance, during the existence of the license above referred to, then this obligation to be void, other wise to remain in full force and effect.*

Hostmark Hospitality Group, Inc.

[redacted] *(Seal)*

Travelers Casualty and Surety Company of America *(Seal)*

[redacted] *(Seal)*

William Reidinger

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. [redacted]

Principal: Hostmark Hospitality Group, Inc.
1300 E Woodfield Road Suite 400 SCHAUMBURG, IL 60173

Obligee: City of Bloomington
109 E Olive Street City Liquor Commission BLOOMINGTON, IL 61702

**KNOW ALL MEN BY THESE PRESENTS**: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William Reidinger**, of the City of **SCHAUMBURG**, State of **IL**, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the surety bond referenced above.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **7th** day of **July, 2016.**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: [redacted]
Robert L. Raney, Senior Vice President

On this the **7th** day of **July, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 24 day of October, 2019.

[redacted]

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.**

TRAVELERS

## IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Assurance Agency, Ltd.
20 North Martingale Road
Suite 100
Schaumburg IL 60173

CONTACT NAME: Jennifer Odegard
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): [redacted]
E-MAIL ADDRESS: [redacted]

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Starr Indemnity and Liability | [redacted] |
| INSURER B : ACE American Insurance Company | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** HOSTINV-01
Hostmark Hospitality Group, Inc.
Hostmark Investors, LP
1300 E. Woodfield Road, Suite 400
Schaumburg IL 60173

**COVERAGES** **CERTIFICATE NUMBER:** 2034982450 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [X] LOC<br>OTHER: | | | [redacted] | 5/1/2019 | 5/1/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000<br>$1,000,000<br>$5,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | [redacted] | 5/1/2019 | 5/1/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | [redacted] | 5/1/2019 | 5/1/2020 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $25,000,000<br>$25,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | [redacted] | 5/1/2019 | 5/1/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Liquor Liability | | | [redacted] | 5/1/2019 | 5/1/2020 | Limit | $1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Proof of Insurance*

**CERTIFICATE HOLDER**

City of Bloomington Illinois
109 E. Olive St.
Bloomington IL 61701

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

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*File Number* [redacted]

# STATE OF ILLINOIS

## OFFICE OF THE SECRETARY OF STATE

## *To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

HOSTMARK HOSPITALITY GROUP, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 16, 1999, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

***In Testimony Whereof,*** *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 12TH *day of* SEPTEMBER *A.D.* 2019 .

Authentication #: [redacted] verifiable until 09/12/2020

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

City of Bloomington ILLINOIS

*City Clerk Department*

## Hostmark Hospitality Group, Inc. dba: Chateau Hotel and Conference Center

Located at 1621 Jumer Drive, Bloomington, IL 61704

The Articles of Incorporation were removed from the application packet for the privacy and protection of the applicant's information.

# LEASE

**THIS LEASE,** dated as of October 25, effective November 26, 2019 is made by and between **SDO FUND II D37, as Mortgagee in Possession pursuant to Court Order of Possession, dated October 2, 2019, by Circuit Court 11th Judicial District, McClean County, IL** ("Landlord") and **Hostmark Hospitality Group, Inc.** ("Tenant").

**RECITALS**

Landlord is the Mortgagee In Possession of the property located 1621 Jumer Drive, Bloomington, IL, including the real estate, fixtures, equipment and all other tangible and intangible assets related thereto (collectively, the "Property"), which assets do not include the liquor license(s) and related permits and alcoholic beverage inventory with respect to the Property.

Tenant is the Management Company for Landlord regarding the Chateau Hotel and Conference Center, Bloomington, IL, and the applicant for a Hotel liquor license # 218 D and related permits and alcoholic beverage inventory with respect to the Property (collectively, the "License") pursuant to which the sale of alcoholic beverages and related functions will be conducted from the Property (the "Liquor Business").

The Liquor Business is to be managed and operated by Tenant.

In order for Tenant to manage the operation of the Liquor Business, Landlord desires to lease the Property, including, but not limited to, the building(s), furniture, fixtures, and equipment ("Liquor Licensed Premises") to Tenant in order to operate the Liquor Business subject to the terms and conditions stated herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

**Property**. Landlord leases to Tenant, and Tenant leases from Landlord the Liquor Licensed Premises, upon the terms and conditions stated herein.

**Term**. The term of this Lease shall be for the period commencing on the Effective Date of execution above and ending (the "Termination Date") on the earliest to occur of (i) the date on which the Management Agreement between Tenant and Landlord Terminates, (ii) the date on which the property located at 1621 Jumer Drive, Bloomington, IL is sold, or (iii) the date on which the Tenant and Landlord mutually agree to terminate this Lease.

**Rent.** Tenant shall not be obligated to pay rent during the term of the Lease. As consideration for Landlord agreeing to enter into this Lease, Tenant agrees to promptly perform all of Tenant's obligations under this Lease during the Lease term.

**Utilities and Services.** Landlord shall be responsible for the payment for utilities and services supplied to the Liquor Licensed Premises, including but not limited to, water, gas, heat, light, power, telephone, security, landscaping, gardening, maintenance, and janitorial services, together with any taxes thereon. Tenant shall be responsible for coordination of all such utilities and services pursuant to the Management Agreement previously executed by the parties.

**Property Taxes.** Landlord shall be responsible for the payment of all Property Taxes applicable to the Property during the term of this Lease. "Property Taxes" shall mean any form of real estate or personal property tax or assessment, general, special, ordinary or extraordinary, and any license fee (other than for the liquor license and related permit(s)), commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Property by any authority having a direct or indirect power to tax, including any city, state, or federal government or any school, agricultural, sanitary, fire, street, drainage or other improvement district, as against any legal or equitable interest of Tenant in the Property.

**Liquor License and Permit Renewal Fees.** Tenant shall remain solely responsible for all License renewal fees during the term of this Lease and may seek reimbursement of same from Landlord. In the event Tenant shall fail to make such payments, Landlord may make such payment to avoid termination, suspension and/or revocation of the License.

**Responsibility for Liquor Licensed Business.** During the term of this Lease, Tenant remains solely and completely responsible for the operation of the Liquor Business, including but not limited to, violations of the Illinois Liquor Control Act and Commission rules, injury or damage resulting from the sale, furnishing and/or providing alcoholic beverages under the License, including but not limited to any "dram shop" claims brought against Tenant or Landlord, and the acts or omissions of Landlord and its agents or employees and Tenant's agents or employees, so long as the agents and employees are acting within the scope of their duties and employment for the liquor licensed business.

**Security Deposit.** Tenant shall have no obligation to provide a security deposit for this Lease.

**Permitted Use.** The Liquor Licensed Premises shall be used and occupied by Tenant only for the operation of the Liquor Business from the Liquor Licensed Premises.

**Alterations and Additions.** Tenant shall not make any alterations, improvements, additions, or installations in, on, or about the Liquor Licensed Premises without Landlord's prior written consent. Any and all alterations, improvements, additions or installations made to the Property by Tenant shall become the property of the Landlord and remain with the Property at the termination of the Lease.

**Alcohol Inventory.** All alcoholic beverage inventory shall be exclusively purchased, owned, and under the control of the Tenant during the term of this Lease. Upon termination of the

Lease, Tenant agrees to surrender alcoholic beverage inventory to Landlord upon the request of Landlord.

**Indemnification**. Tenant shall hold Landlord free and harmless from any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Tenant's failure to perform Tenant's obligations, as contained in this Lease. Landlord shall hold Tenant free and harmless from any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Landlord's failure to perform Landlord's obligations, as contained in this Lease.

13. **Insurance.**

Tenant shall, obtain, maintain, and keep in force during the entire term of the Lease a Liquor Liability policy in an amount and with a deductible as dictated by law and by Landlord. Tenant may seek reimbursement of the cost of the Liquor Liability policy from Landlord.

Landlord shall, at its expense, obtain, maintain, and keep in force during the entire term of the Lease (a) a policy of insurance covering loss or damage to the Property, including the land, structures, improvements, alterations, additions, utility installations, fixtures, equipment and similar property, with the exception of the alcoholic beverage inventory and any personal property of Tenant, for full replacement value, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief or destruction, flood, and special extended perils ("all risk," as such term is used in the insurance industry and (b) a Comprehensive General Liability policy of insurance.

All insurance policies shall be written in the name of the applicant and shall also name as additional insureds Landlord or Tenant, as applicable, the holder of any mortgage on the Property (as required thereby) and Holiday Hospitality Franchising, Inc. (as required thereby). All policies of insurance shall also be endorsed specifically to the effect that such policies shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the applicant and all the additional insureds thereunder.

14. **Broker's Fee**. Tenant and Landlord (i) represent and warrant to each other that neither has dealt with any broker or finder in connection with this Lease; and (ii) shall indemnify and hold the other harmless from any loss, liability, cost, or expenses, including reasonable attorneys' fees, incurred as a result of breach of the warranty in this paragraph.

15. **Attorneys' Fees**. If any party to this Lease brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action on trial or appeal shall be entitled to its reasonable attorneys' fees to be paid by the losing party as determined by such court.

16. **Notices.** All notices provided under the Lease shall be in writing and shall be personally served or sent by overnight delivery service or by postage prepaid Certified Mail at the addresses provided as follows, until such time as written notice, as provided hereby, of a change of address with a new address to be used thereafter is delivered to the other party.

If to the Tenant:

Hostmark Hospitality Group, Inc.
Attention: Robert L. Cataldo
[redacted]

with a copy to:

_____
_____
_____
_____

If to the Landlord:

SDO FUND II D 37

with a copy to:

Mary A. Corrigan
Howard & Howard Attorneys PLLC
[redacted]

The delivery and receipt of any such notice not personally served shall be presumed to have occurred at the location to which it is addressed within five (5) business days, but such presumption shall be rebuttable as to earlier delivery and receipt.

17. **Surrender of Property.** Tenant shall, upon the termination of this Lease, surrender to Landlord the Liquor Licensed Premises and all repairs, changes, alterations, fixtures, additions, and improvements thereto, in substantially the same condition and state of repair as when received, with the exception of ordinary wear and tear, damage by fire, earthquake or the elements of weather, or Act of God. All repairs, changes, alterations, fixtures, additions and improvements to the Liquor Licensed Premises shall become the property of Landlord upon termination of the Lease.

**Assignments and Transfers.** During the term of this Lease, Tenant may not assign or transfer its interest in this Lease or its interest in the License to any person or entity other than Landlord without the express written consent of Landlord. During the term of this Lease, Landlord may assign or transfer its interest in this Lease without the consent of Tenant. Landlord may, at its exclusive option, direct Tenant to transfer the liquor license to Landlord or Landlord's nominee,

for the consideration of [redacted] In the event of such transfer, Tenant shall continue to operate the licensed business in accordance with the terms of this lease until the transfer to Landlord or Landlord's nominee has been approved by the Commission. At the time of said transfer, Tenant shall be paid the consideration of [redacted] for the license, the appraised value of the alcoholic beverage inventory, and any other sums due the Tenant under this Lease.

**Remedies for Breach.** In the event of a default by Tenant under this Lease, Landlord's remedies shall be termination of this Lease, termination of Tenant's rights of possession of the Liquor Licensed Premises, enforcement of Tenant's obligations to transfer the liquor license to Landlord or Landlord's nominee, and to indemnify Landlord as stated herein. In the event of a default by Landlord under this Lease, Tenant's sole remedies shall be termination of this Lease, enforcement of Landlord's obligations to indemnify as stated herein until the transfer is concluded, and termination of the lease upon transfer of the license to the Landlord or Landlord's nominee.

**Modification of Lease.** Any modification, amendment or change to the terms of the Lease must be in writing and signed by both Landlord and Tenant or their authorized representatives.

**Applicable Law.** This Lease shall be governed by the laws of the State of Illinois.

**Counterparts.** This Lease may be executed in one or more counter parts, each of which shall be an original, but all of which shall constitute a single agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Lease effective as of the day and year first above written to evidence their understanding on such date.

**FOR LANDLORD:**

**SDO FUND II D37, as Mortgagee in Possession pursuant to Court Order of Possession, dated October 2, 2019, by Circuit Court 11th Judicial District, McClean County, IL**

By: [redacted]

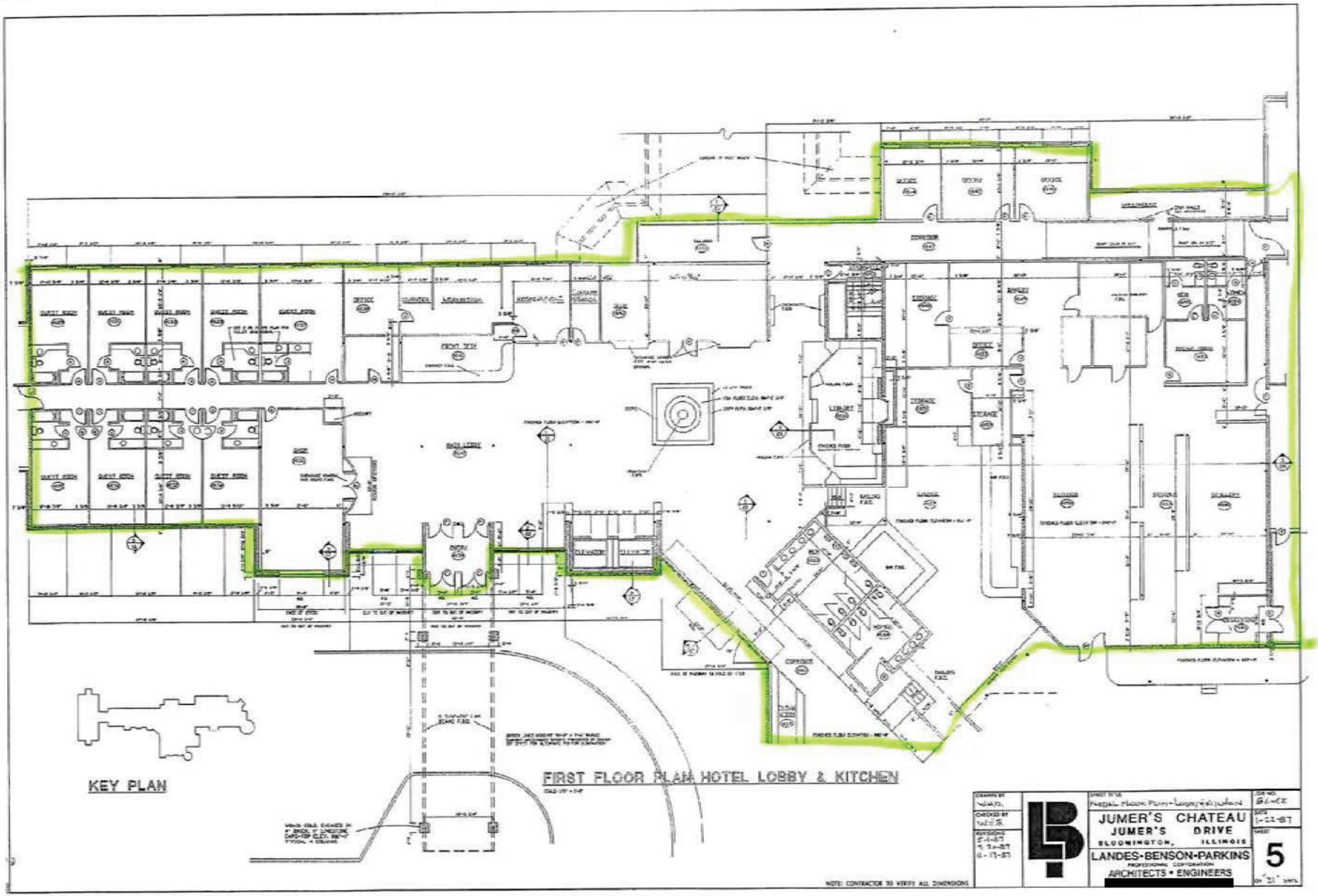
Its: Orlando Garcia Authorized Signatory

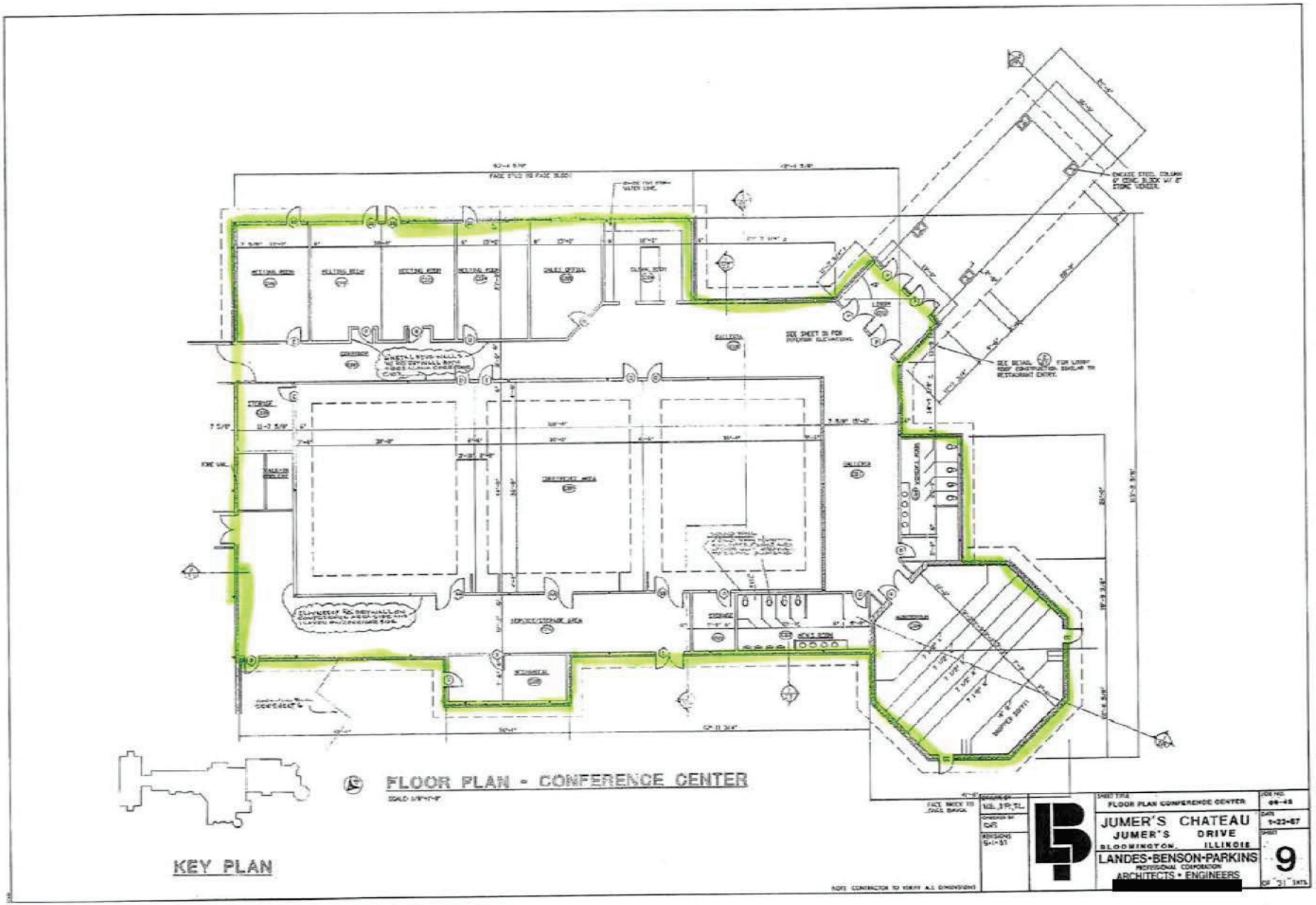
**FOR TENANT:**

HOSTMARK HOSPITALITY GROUP, INC.

By: [redacted]
Robert J. Cataldo
Secretary/Treasurer

4841-4523-9211, v. 1


KEY PLAN
FIRST FLOOR PLAN HOTEL LOBBY & KITCHEN
JUMER'S CHATEAU
JUMER'S DRIVE
BLOOMINGTON, ILLINOIS
LANDES-BENSON-PARKINS
PROFESSIONAL CORPORATION
ARCHITECTS • ENGINEERS
5



FLOOR PLAN - CONFERENCE CENTER

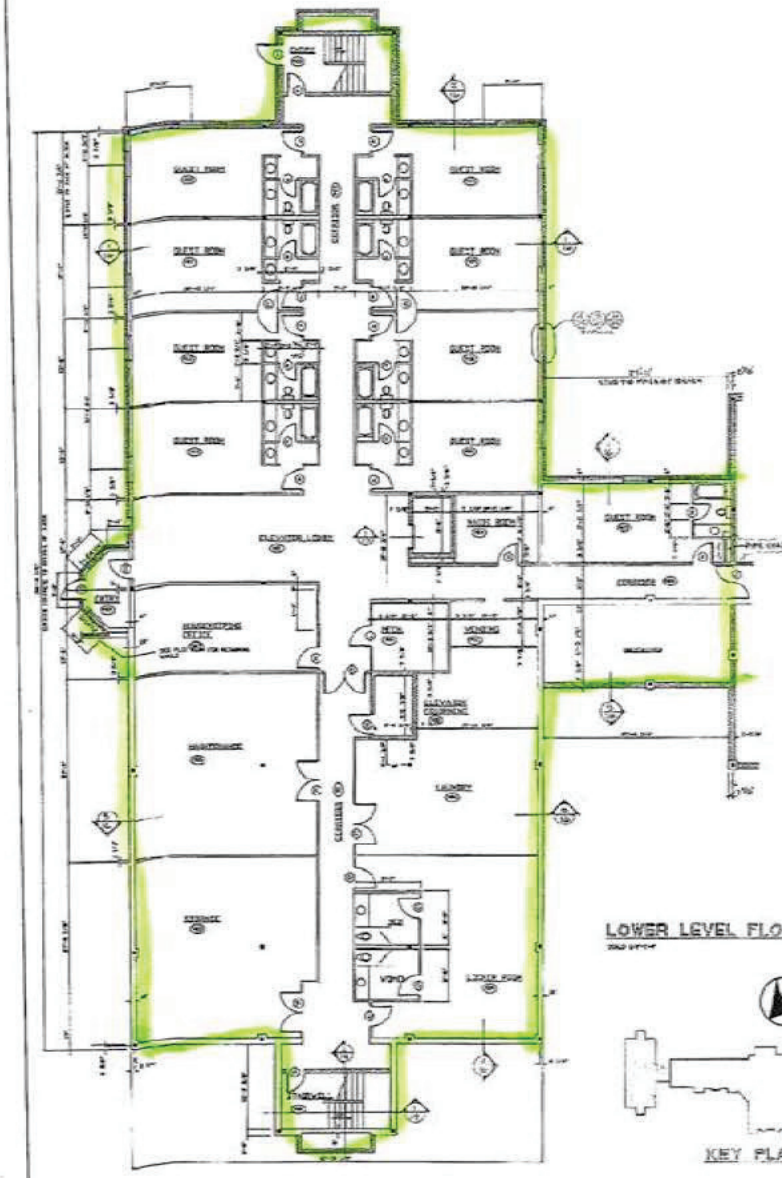
KEY PLAN

SHEET TITLE: FLOOR PLAN CONFERENCE CENTER

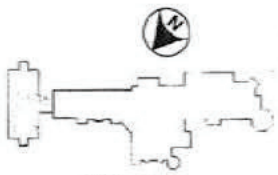
JUMER'S CHATEAU
JUMER'S DRIVE
BLOOMINGTON, ILLINOIS

LANDES-BENSON-PARKINS
PROFESSIONAL CORPORATION
ARCHITECTS • ENGINEERS

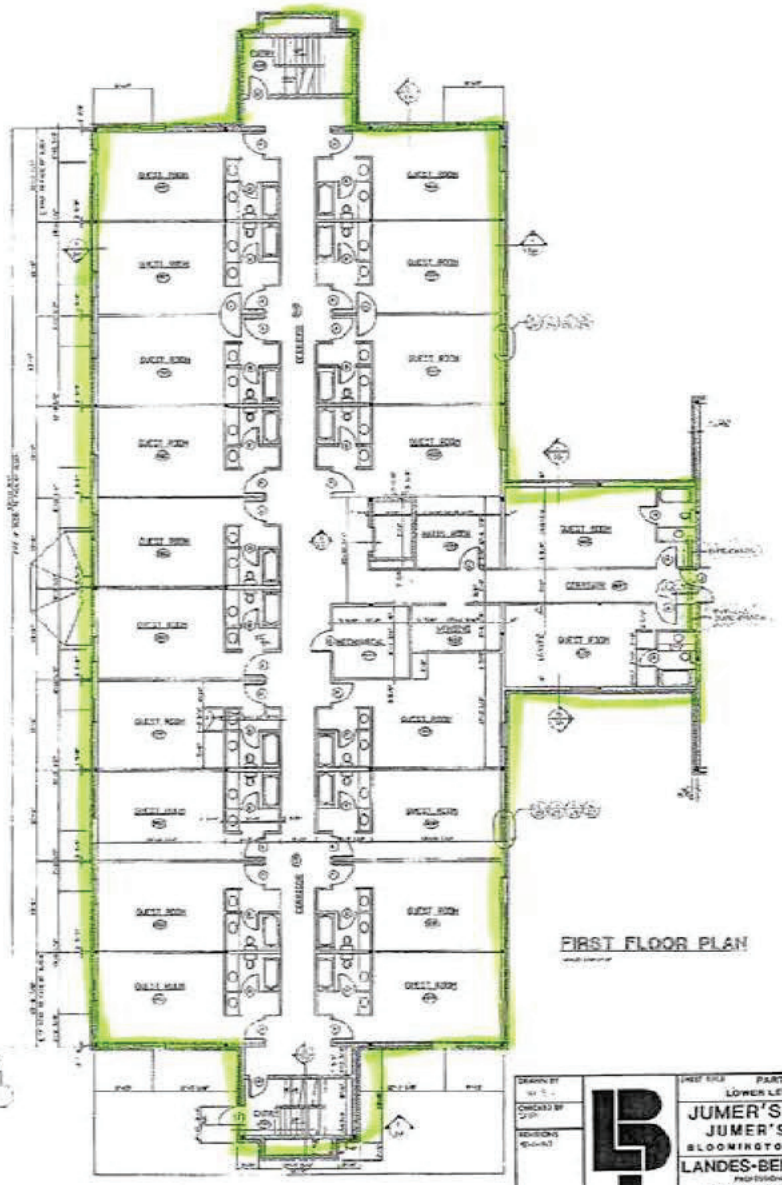
JOB NO. 86-45
DATE 1-22-87
SHEET 9 OF 21 SHTS.



LOWER LEVEL FLOOR PLAN



KEY PLAN



FIRST FLOOR PLAN

NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS

DRAWN BY

CHECKED BY

REVISIONS

SHEET TITLE: PARTIAL PLANS - LOWER LEVEL & 1st FLOOR

JOB NO. 86-42

DATE 1-22-87

SHEET 1 OF 51 SHTS.

JUMER'S CHATEAU
JUMER'S DRIVE
BLOOMINGTON, ILLINOIS

LANDES-BENSON-PARKINS
PROFESSIONAL CORPORATION
ARCHITECTS • ENGINEERS

# BASSET Card

STATE OF Illinois
LIQUOR CONTROL COMMISSION

March 12, 2019

Letter ID: [redacted]

BRITNEY HOUSE
[redacted]

**License No.:** [redacted]
**Expiration Date:** 3/8/2022
**License Type:** Basset Card

**Your "Student ID number" is:** [redacted]

**Your "Trainer's ID number" is:** [redacted]

**Your BASSET Card is located BELOW**

## DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

**IMPORTANT:**

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov (click on the RESOURCES tab to access the "BASSET Card Lookup" page).

**ILLINOIS LIQUOR CONTROL COMMISSION**
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD**

**Date of Certification: 3/8/2019 Expires: 3/8/2022**
Trainer's IL Liquor License Number [redacted]
**BRITNEY HOUSE**
[redacted]

****Card is not transferrable****

LCCB-01 (N-01/15)

P-000156

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, December 10, 2019 at 4:00 PM in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will hold a Public Hearing on a Change of Ownership Application from Bloomington Chateau Partners, LLC, d/b/a Chateau Hotel and Conference Center, to Hostmark Hospitality Group, Inc., d/b/a Chateau Hotel and Conference Center, located at 1621 Jumer Drive. The new owner (Hostmark) is requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license. The previous owner (Chateau Partners) held a Class RAS liquor license (Restaurant, All Types of Alcohol, and Sunday Sales).

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted by mail at 109 E. Olive St., Bloomington, IL 61701, by telephone at (309) 434-2240, or by email at cityclerk@cityblm.org. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Leslie Yocum, City Clerk

Publication Date: November 30, 2019, Pantagraph Newspaper

Commissioner Renner asked if Mr. Kanchwala held a liquor license in the past and if all staff would be BASSET trained. Mr. Kanchwala confirmed three employees, including himself, are BASSET trained, but that he had not previously held a liquor license in the past.

Commissioner Joran asked if parking had been or would become an issue. Mr. Kanchwala stated the establishment has been at the current location since 2006 and never had an issue with parking.

Mr. George Boyle, Asst. Corporation Counsel, asked Mr. Kanchwala if he lived in McLean County and to confirm his position with the establishment. Mr. Kanchwala confirmed he was the owner, but he did not live in McLean County. Mr. Boyle questioned if the establihsment's managers were residents of McLean County. Mr. Kanchwala confirmed both his managers, Anthony Dallevalle and Brianna Garland, were local residents. Commissioner Renner explained their contact information would need to be provided. Mr. Kanchwala stated he would supply the information.

Mr. Boyle inquired about each manager's length of employment. Mr. Kanchwala stated Mr. Dallevalle has been employed for thirteen months and Ms. Garland has been employed for four months. Mr. Boyle confirmed with Mr. Kanchwala he acquired the business a year or two ago. He then asked if Mr. Kanchwala was involved in the previous corporation. Mr. Kanchwala confirmed he was not.

Commissioner Renner noted Rosati's has been a successful business in Bloomington.

Commissioner Renner closed the Public Hearing at 4:05 p.m.

**Commissioner Jordan made a motion, seconded by Commissioner Powell, to positively approve the application to the City Council contingent upon the compliance with all building, health, and safety codes.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 6. Public Hearing on a Change of Ownership Application from Bloomington Chateau Partners, LLC, d/b/a Chateau Hotel and Conference Center to Hostmark Hospitality Group, Inc., d/b/a Chateau Hotel and Conference Center, located at 1621 Jumer Drive who is requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:05 p.m.

Commissioner Renner asked if there was anyone who would like to speak for or against the application; none came forward.

Jermey Cruthis, General Manager of the Chateau Hotel and Conference Center, after being sworn in, addressed the commission on the change of ownership. He explained the staff was excited about the new ownership and the establishment applied for the liquor license in order to continue to offer liquor services. Mr. Cruthis stated they would be doing business as Hostmark Hospitality Group.

Commissioner Renner asked if there would be any changes in operation that would affect liquor. Mr. Cruthis confirmed no changes would be made to affect liquor.

Commissioner Jordan inquired about the outstanding taxes. Mr. Boyle explained the taxes were from the previous owner and the new ownership acquired the business in foreclosure. He explained staff would continue to pursue payment of taxes from the previous owners, but that staff would like to see this business be successful and it should not keep the new owner from obtaining a liquor license. Commissioner Renner confirmed with Mr. Boyle that the previous owner owed taxes.

Commissioner Jordan confirmed with Mr. Cruthis that he was the General Manager, that the name would remain Chateau Hotel and Conference Center, and no changes will occur that would affect the liquor license. Mr. Cruthis responded affirmatively and stated they would pay their taxes on time.

Mr. Boyle stated Mr. Cruthis previously testified the doing business as (DBA) name was Hostmark Hospitality Group, but the DBA would be Chateau Hotel and Conference Center. Mr. Cruthis confirmed. Mr. Boyle inquired if the DBA was applied for with the State of Illinois. Mr. Cruthis stated he believed it was. Commissioner Renner explained the applicant would need to have completed the DBA registration before a license would be issued.

Commissioner Renner Closed the Public Hearing at 4:10 p.m.

**Commissioner Powell made a motion, seconded by Commissioner Jordan, to positively approve the application to the City Council contingent upon the compliance with all building, health, and safety codes.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7. Public Hearing on a Change of Ownership Application from MGN Foods, Inc., d/b/a Franzetti's Pantry Plus to 9JKDIO, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington Street, who is requesting a Class PBS (Package Sales, Beer and Wine Only, and Sunday Sales) liquor license, as requested by the City Clerk Department.

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

Minesh Patel, Potential New Owner of Franzetti's Pantry Plus, after being sworn in, addressed the Commission.

Commissioner Renner explained Mr. Patel would be taking ownership of Franzetti's which has been a very responsible local establishment for many years and valued by the neighborhood. Commissioner Renner inquired if Mr. Patel would continue to pursue the same business model. Mr. Patel responded affirmatively.

Mr. Patel explained he had previous experience with owning a similar establishment from 2006 to 2015 at Lexington Finer Foods and Liquor in Lexington, IL.

Commissioner Renner inquired if Mr. Patel received any violations during that time. Mr. Patel confirmed he did not.

# CONSENT AGENDA ITEM NO. 7.G

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** City Clerk Department

**WARD IMPACTED:** Ward 1

**SUBJECT:** Consideration and action on a Change of Ownership Application from MGN Foods, Inc., d/b/a Franzetti's Pantry Plus to 9JKDIO, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington Street, requesting a Class PBS (Package Sales, Beer and Wine Only, and Sunday Sales) liquor license, as requested by the City Clerk Department.

**RECOMMENDED MOTION:** The proposed Application be approved contingent upon compliance with all building, health, and safety codes.

**STRATEGIC PLAN LINK:**
-Goal 5. Great Place – Livable, Sustainable City
-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
-Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** 9JKDIO, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington Street, will purchase the establishment from MGN Foods, Inc. if the liquor license is approved. The current owner (MGN FOODS) holds the same license being requested by the potential new owner (9JKDIO). The applicant is seeking a Class PBS liquor license which would continue to allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week.

On December 10, 2019, the Liquor Commission unanimously voted to approve the above stated request and forward the application to the City Council for consideration (draft minutes attached).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with City Code, on November 30, 2019, a public notice was published in the Pantagraph and one courtesy copy was mailed to the adjacent neighboring property.

**FINANCIAL IMPACT:** The annual license fee for a Class PBS liquor license is $1,450, which is recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 120. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**COMMUNITY DEVELOPMENT IMPACT:** ED-1.1 Focus on retention and expansion of existing businesses. ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

Leslie Yocum, City Clerk 12/11/2019

Chris Tomerlin, Budget Manager 12/11/2019

George Boyle

George Boyle, Assistant Corporation Counsel 12/11/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- 3B Franzetti's Ownership Change Application (PBS)_Redacted
- 3C Public Notice - Franzetti's (PBS) Change of Owners
- 3D Liq Com Draft Minutes 12-10-2019_Franzetti's

OFFICE USE ONLY

Submittal Date: 11/12/19

Renewal Type (A, SA): A

Staff Initials: AM

CITY OF Bloomington ILLINOIS

# Business Contact Sheet

**PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARY AND COMPLETELY.**

| | |
|---|---|
| Legal Name (Individual, Partnership, Corportation/LLC): | 9JKD10 LLC |
| Doing Business As (D/B/A): | Franzetti's Pantry Plus |
| Business Address: | 801 E. Washington st. |
| City/State: | Bloomington, IL |
| Zip Code: | 61701 |
| Business Phone Number: | [redacted] |
| Business Email Address: | same as below |

Please list an email address where all billing information will be received by the business. *Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.*

**Billing Email Address:** [redacted]

## License Renewals

Please list those responsible for **License Renewals** for the above establishment.

**Primary Contact:**

**Name:** Minesh R. Patel **Phone Number:** [redacted]

**Address:** _____ **City/State:** _____ **Zip Code:** _____

**Alternate Contact:**

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

**Manager:**

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

# Liquor License Application Questionnaire

## TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

## LEGAL REQUIREMENTS:

| | | |
|---|---|---|
| 1. | Have you attained the age of 21 years? | Y ☒ N ☐ |
| 2. | Have you ever had a Bloomington liquor license revoked for any cause? | Y ☐ N ☒ |
| 3. | Have you been a resident of the City of Bloomington for one year? | Y ☒ N ☐ |
| 4. | Are you eligible for a state retail liquor dealer's license? | Y ☒ N ☐ |
| 5. | Are you a citizen of the United States? | Y ☒ N ☐ |
| 6. | Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? | Y ☐ N ☒ |
| 7. | Are you a person of good character and reputation? | Y ☒ N ☐ |
| 8. | Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor? | Y ☐ N ☒ |
| 9. | Do you own or have a valid lease to the premises for which the license is sought? | Y ☒ N ☐ |
| 10. | Have you ever been convicted of a felony under the laws of the United States or any state? | Y ☐ N ☒ |
| 11. | Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | Y ☐ N ☒ |
| 12. | Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? *(If applicant is a corporation)* | Y ☐ N ☒ |
| 13. | Have you ever been convicted of pandering or any other crime opposed to decency and morality | Y ☐ N ☒ |
| 14. | Is the establishment located within 100' of any church, school, hospital, home for aged, indigent persons, or war veterans, their wives or children? | Y ☐ N ☒ |

## NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* PBS

| TYPE | DESCRIPTION |
|---|---|
| CA | Clubs - All Types of Liquor |
| CB | Clubs - Beer and Wine Only |
| EA | Entertainment/Recreational Sports Venue - All Types of Liquor |
| EB | Entertainment/Recreational Sports Venue - Beer and Wine Only |
| GPA | Convenience Store - All Types of Liquor |
| GPB | Convenience Store - Beer and Wine Only |
| PA | Package Sales - All Types of Liquor |
| PB | Package Sales - Beer and Wine Only |
| RAP | Restaurant & Package Sales - All Types of Liquor |
| RA | Restaurant - All Types of Liquor |
| RB | Restaurant - Beer and Wine Only |
| TAP | Tavern & Package Sales - All Types of Liquor |
| TA | Tavern - All Types of Liquor |
| TB | Tavern - Beer and Wine Only |
| S | Sunday Sales |

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Convenience Store

3. State the significance of a liquor license to your establishment, present or future:

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Tax benefit to City of Bloomington and nececcity & convinience to its residents.

5. Upon what facts do you base your answers to the previous question?
Existing bluoiness is there for longtime with same repeated customers

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y ☐ N ☒
a. If you answered "YES" to the previous question, state the nature of such Entertainment:

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y ☒ N ☐
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? Groceries, Tobacco, Soda Etc.

8. Do you intend to obtain an additional license for any of the following:

Y ☐ N ☒ Public Dancing*

Y ☒ N ☐ Tobacco*

Y ☐ N ☒ Amusement* (If yes, which type: _____)

Y ☐ N ☒ Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.

*AMUSEMENT*

| Type | Description |
|---|---|
| Auto Amusement Devices | Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description. |
| Musical Devices | A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece. |
| Theatre | Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made. |

*MISCELLANEOUS*

| Type | Description |
|---|---|
| Sidewalk Cafe | The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas. |
| Video Gaming | Currently Not Available; See City Code Chapter 7 Article XIII |

## IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 801 E. Washington St City/State: Bloomington, IL Zip: 61701

2. What hours will the establishment be open?

| DAY | TIME OPEN | DAY | TIME CLOSE |
|---|---|---|---|
| Monday: | 6:00 am | Monday: | 10:00 PM |
| Tuesday: | 6:00 am | Tuesday: | 10:00 PM |
| Wednesday: | 6:00 am | Wednesday: | 10:00 PM |
| Thursday: | 6:00 am | Thursday: | 10:00 PM |
| Friday: | 6:00 am | Friday: | 10:00 PM |
| Saturday: | 7:00 am | Saturday: | 10:00 PM |
| Sunday: | 7:00 am | Sunday: | 10:00 PM |

3. What type or types of building(s) adjoin the establishment? N/A

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? N/A

b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? N/A

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Existing business located on the corner of E. Washington st. & Clinton st. with two way traffic & store has it's own parking.

5. How much additional traffic do you expect the establishment with a liquor license to generate? Existing business & has same amount of traffic

6. Describe on and off street parking facilities to handle traffic anticipated: N/A

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 2

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Same as existing business

9. Upon what facts do you base your answer to the previous question? Existing business is there for long time

**RESPONSIBILITY:**

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.

2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Y ☐ N ☒

a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor Ordinance? _____

---

**DATED** this 12 day of November, 2019.

**SIGNED:**

Minesh Patel
Printed Name

[redacted]
Signature

Manager
Title

[redacted]
Address

[redacted]
City/State/Zip Code

_____
Printed Name

_____
Signature

_____
Title

_____
Address

_____
City/State/Zip Code

# Application for the Sale of Alcoholic Beverages

**This application is being submitted as:**

☒ A New Application ☐ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS P BS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is **(Check One and Complete the Corresponding Section)**:

☐ an Individual ☐ a Partnership ☒ a Corporation

If an **Individual**:

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Partnership**:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Corporation/LLC**:

Date of Incorporation: 10/18/2019

State whether same is organized for **profit** ☒ or **nonprofit** ☐, under laws of the State of IL.

**(Attach objects of Incorporation according to the Charter of Corporation.)**

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address *(if more space is needed, attach additional page)*:

Name: Minesh Patel Title: Member

Address: [redacted] City/State/Zip: [redacted]

Name: _____ Title: _____

Address: _____ City/State/Zip: _____

3. Location and description of the premises or place of business to be operated under this license: 801 E. Washington, St. Bloomington, IL 61701

a. Legal Name: 9JKDO 10 LLC

b. D/B/A: Franzetti's Pantry Plus

**-- Please answer the following questions by selecting Y (yes) or N (no) --**

Y ☐ N ☒ Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y ☐ N ☒ Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

Y ☒ N ☐ Is it proposed to sell food in this place of business?

Y ☐ N ☒ Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y ☐ N ☒ Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)?

If **yes**, please fully explain: _____

Y ☐ N ☒ Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked?

If **yes**, give further details: _____

Y ☐ N ☒ Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y ☐ N ☒ Is the applicant herein, the owner of the premises for which this license is sought?

*If **no**, list the information of the building owner:*

Name: XXXXXXXXXX SHRISH, LLC Term of Lease: 5 Yrs, to Option 4x5 Yrs.

Address: [redacted] City/State/Zip: [redacted]

Y ☐ N ☒ 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 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: _____

_____

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 12 day of November, 2019

**A. Individual**

| | |
|---|---|
| Printed Name of Applicant | Signature of Applicant |

**B. Partnership**

_____
Business Name

| | |
|---|---|
| Printed Name of Partner | Signature of Partner |
| Printed Name of Partner | Signature of Partner |

**C. Corporation/LLC**

9JKD10 LLC
Corporate Name

| | |
|---|---|
| Minesh Patel | [redacted] |
| Printed Name of President | Signature of President |

**ATTEST**

| | |
|---|---|
| Printed Name of Secretary | Signature of Secretary |

And the following officers, directors, or majority stockholders:

Minesh Patel - Member

**CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT**

## NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 12 day of November, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Amanda Mohan
Notary Public

OFFICIAL SEAL
AMANDA MOHAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/31/23

My Commission Expires: 7/31/23

# Application for the Sunday Sale of Alcoholic Beverages

**This application is being submitted as:**

X A New Application _____ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

9JKD10 LLC DBA Franzetti's Pantry Plus

**NAME OF APPLICANT**

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS PBS LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

**CONTINUE FOR SIGNATURE PAGE**

Dated this 12 day of November, 2019

**A. Individual**

| Printed Name of Applicant | Signature of Applicant |
|---|---|

**B. Partnership**

Business Name

| Printed Name of Partner | Signature of Partner |
|---|---|
| Printed Name of Partner | Signature of Partner |

**C. Corporation/LLC**

9JKD10 LLC
Corporate Name

| Minesh Patel | [redacted] |
|---|---|
| Printed Name of President | Signature of President |

**ATTEST**

| Printed Name of Secretary | Signature of Secretary |
|---|---|

And the following officers, directors, or majority stockholders:

| Minesh Patel - Member | |
|---|---|
| | |

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

## NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 11th day of November, 20 19, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Notary Public

My Commission Expires: 7/31/23

OFFICIAL SEAL
AMANDA MOHAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/31/23

## PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

| Section 1 - Individual Information *(Please type or print legibly)* | |
|---|---|
| Name: | Minesh Patel |
| Address: | [redacted] |
| City, State & Zip Code: | |
| Personal Phone Number: | |
| Position or Occupation: | Claim Associate @ State Farm Bloomington, IL |
| Length of Employment: | 8 months |
| Business Name: | State Farm |
| Business Address: | [redacted] |
| City, State & Zip Code: | |
| Business Phone Number: | |

| Section 2 - Other Party Information *(Please type or print legibly)* | |
|---|---|
| Name: | |
| Address: | |
| City, State & Zip Code: | |
| Personal Phone Number: | |
| Position or Occupation: | |
| Length of Employment: | |
| Business Name: | |
| Business Address: | |
| City, State & Zip Code: | |
| Business Phone Number: | |

## 9JKD10, LLC dba: Franzetti's Pantry Plus

Located at 801 E Washington Street, Bloomington, IL 61701

The finaincial statement was removed from the application packet for the privacy and protection of the applicant's financial information.

## SCHEDULE F
### *Business Ventures*

| List Name & Address of Any Business Venture in Which You are a Principal or Partner | Total Assets Listed in Section 3 | Your % of Ownership | Your Position/ Tile in the Business | Total Assets of Business | Line of Business | Years in Business |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**DATED** this 12 day of November, 2019.

**Individual** **Other Party**

[redacted]
Social Security Number

Social Security Number

[redacted]
Date of Birth

Date of Birth

Minesh Patel
Printed Name

Printed Name

[redacted]
Signature

Signature

# ASSET PURCHASE AGREEMENT

THIS AGREEMENT made at Bloomington, Illinois, on the 27th day of November, 2019, by and between M. G. N. FOODS, INC., an Illinois Corporation, d/b/a Franzettis Pantry Plus (referred to as "Seller") and 9JKD10 LLC, an Illinois Limited Liability Company, (referred to as "Buyer).

WHEREAS, Seller is engaged in the convenience store business;

WHEREAS, Seller desires to sell and Buyer desires to buy certain of the assets of Seller;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and conditioned on the conditions included herein, Buyer and Seller agree as follows:

A. **SALE OF ASSETS BY SELLER.**

1. On the Closing Date (as that term is hereinafter defined), Seller shall sell to Buyer and Buyer shall buy from Seller, certain of the assets of Seller used in connection and associated with Seller's business as follows:

(a) The lease of the premises commonly known as 801 E. Washington Street, Bloomington, Illinois;

(b) All furnishings, fixtures, equipment (bundled ATM, Security System, 10 Door Coolers, 7 Door Freezer, ice machine), and any other items as set forth on Exhibit A attached hereto, which shall be conveyed by Bill of Sale;

COPY

(c) All inventory;

(d) All accounts receivable of Seller's business as hereindescribed; and

(e) the name "Franzetti's Pantry Plus" and any derivatives thereof, all of Seller's websites, all domain names applicable to the business, and the telephone number and fa number of the business; and

(f) all files, books, reports, correspondence, records and goodwill relating to the ownership or operation of the business or the subject assets; and

At the closing, Seller will execute and deliver to Buyer an Assignment and Bill of Sale in mutually agreeable form and substance conveying the subject Assets to Buyer.

All of Seller's assets set forth in clauses (a) through (e) of this subsection are hereinafter collectively called the "Assets". The Assets include assets owned by Seller on the date hereof described in Exhibit 'A" attached hereto and assets which shall be acquired by Seller up to the Closing Date. Those Assets not included in the sale and being retained by Seller are all cash received in the normal course of business up to Closing Date.

2. The purchase price for the Assets shall be the sum of [redacted] payable as follows: Buyer has placed [redacted] in escrow which is hereby acknowledged by Seller and which amount will be credited to the purchase price at closing. This Agreement is subject to Buyer obtaining conventional loan at the prevailing loan interest rate and terms. The down payment sum shall be returned to Buyer upon a release signed by both

parties if the conditions contained in this Agreement are not met. The remaining balance of [redacted] is due at closing.

B. **INVESTIGATION BY BUYER.** On or after the date of this Agreement, at any time prior to the Closing Date, Buyer or an agent of Buyer shall have access to the premises of Seller during normal business hours for the purpose of making such reasonable investigation of Seller's Business, assets and records as Buyer deems necessary and advisable; provided, however, that no investigation made by Buyer shall affect the representations, warranties or agreements of Seller hereunder.

C. **CLOSING.**

1. The closing of the Agreement shall be held on or before December 16, 2019, at a location to be agreed upon by the parties in Bloomington/Normal, Illinois, except that such Closing Date shall be tolled by any delay which is not within the control of the Buyer or Seller. On the Closing Date, Seller and Buyer will prorate any applicable rent payments as a credit at Closing.

2. On the Closing Date, upon due performance by Buyer of its obligations hereunder, Seller shall deliver to Buyer the assets hereinabove described.

3. On the Closing Date, upon due performance by Seller of his obligations hereunder, Buyer shall deliver to Seller any balance due and owing under this Agreement;

D. **OPERATION OF THE BUSINESS OF SELLER.** Between the date of this Agreement and the Closing Date, Seller's business shall be carried on in a

diligent manner, and no Assets shall be destroyed, sold or encumbered without the prior written consent of Buyer.

E. **REPRESENTATION, WARRANTIES AND AGREEMENTS OF SELLER.** Seller hereby jointly and severally represents and warrants to and agrees with Buyer as follows (which representations, warranties and agreements shall continue in full force and effect from the date hereof through the Closing Date and thereafter):

1. Seller has good and marketable title to the Assets, free and clear of all leases, liens, mortgages, security interests or other encumbrances, actual or contingent or any kind.

2. Seller is not a party to or the subject of any litigation with a third party affecting the Assets.

3. No broker, agent or other person purporting to act pursuant to or on authority of Seller will be entitled to any commission or finder's fee in connection with this Agreement.

4. Seller is duly organized and in existence under the laws of the State of Illinois, and is in good standing under the laws of such State with full power and authority (corporate and other) to carry on the business and to execute and deliver and carry out the transactions contemplated by this Agreement.

5. All financial information related to the business which has been provided to Buyer by Seller or any of its representatives is true and correct to the best of Seller's knowledge.

6. Seller is in compliance with all laws and governmental requirements applicable to the business and the Assets and has all permits, licenses and other governmental authorizations necessary to operate the business.

7. The stockholders are the only record and beneficial owners of equity and voting interests in Seller. Seller's Board of Directors and all of Seller's stockholders have approved in writing the execution of this Agreement and the consummation of the transactions contemplated hereby

8. Seller has paid, or will as of the Closing Date have paid, all sums due and payable to or on behalf of employees of Seller and persons performing services for Seller as independent contractors. Seller has made all required payments with respect to all of its employee benefit plans.

F. **CLOSING CONDITIONS FOR THE BENEFIT OF BUYER.** The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of the following conditions (compliance with any of which Buyer may waive):

1. The representations and warranties of Seller contained herein or otherwise made in writing by or on behalf of Seller pursuant hereto shall have been true when made and on and as of the Closing Date, the Seller shall have preformed and complied with all the agreements and conditions required hereby to be performed and complied with by them prior to or on the Closing Date.

2. There shall not exist any litigation or governmental (or agency thereof) investigation pending or threatened, pertaining to the Assets or the transactions contemplated by this Agreement.

3. This Agreement is contingent upon Buyer obtaining necessary licenses, approvals, permits, registrations and authorizations for the operation of the convenience store.

G. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto with respect to the transactions contemplated hereby and supersedes any prior written or oral agreements between the parties hereto pertaining to such transactions. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

H. **GOVERNING LAW.** This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

I. **INVALIDITY.** The validity of all, or any part, of any section of this Agreement shall not render invalid the remainder of this Agreement or the remainder, if any, of such section.

J. **NOTICES.** Any notice or other communication required, permitted or desirable hereunder, shall be sufficiently given if sent by United States Mail, postage prepaid, addressed to the Buyer and Buyer's attorney, or to Seller and Seller's attorney.

K. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding

upon and inure to the benefit of the successors and assigns of Buyer and Seller.

L. **MISCELLANEOUS.**

1. Any legal suit, action or proceeding arising out of or based on this Agreement or any ancillary Documents shall be commenced and adjudicated in the state or federal courts situated in the County of McLean, State of Illinois, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such suit action or proceeding.

2. This Agreement may be amended only by a written instrument signed by all parties.

3. No waiver, release, or other action hereunder shall be enforceable uless signed by the party against which enforcement is sought, and no such waiver, release or other action shall be effective with respect to more than the specific instance in which it was granted unless the instrument specifically so states.

4. In the event that any legal action is commenced by any party hereto to enforce or interpret the provisions and terms contained herein, the prevailing party shall be entitled to his/her/its reasonable attorney's fees and costs incurred.

5. Seller will pay all federal, state and local taxes including, but not limited to, all income, sales and unemployment taxes due for its operations through the Closing Date. Seller agrees to comply with any and all bulk sales laws and notice requirements, forms shall be provided upon approval of liquor license.

6. Buyer is not acquiring, directly or indirectly, any liability of Seller whatsoever, and no assumption of liability of Seller shall accrue to Buyer, by

operation of law or otherwise. However, Buyer shall cooperate with any needs Seller may require to terminate any of Seller's present or future obligations resulting from its ongoing business.

M. **INDEMNIFICATION.**

1. The representations, warranties, covenants, and agreements contained in or made pursuant to this Agreement or in any Exhibit hereto or under the terms of any other Ancillary Document shall not be affected or deemed waived by the fact that Buyer conducted any investigation or acquired or should have acquired any knowledge that the same are or may be inaccurate and shall survive execution and delivery of this Agreement and the Closing.

2. Seller and each Stockholder shall jointly and severally indemnify, defend and hold harmless Buyer and its members, officers, managers, employees, agents, representatives, and successors and assigns from and against any and all claims, liabilities, obligations, losses, damages, suits, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature arising out of or resulting from:

a) any breach of any representation or warranty made by Seller or Stockholder pursuant to this Agreement or any other documents required to be executed or delivered in connection with this Agreement (each an 'ancillary Document");

b) any failure by Seller or any Stockholder to perform or fulfill any of its covenants or agreements set forth in this Agreement or any ancillary Document; and

c) the failure of Seller in connection with the sale of the Assets by Seller to Buyer pursuant to this Agreement, to comply with, and obtain for Buyer the benefits afforded by compliance with, any applicable bulk transfers or similar laws.

3. Buyer shall have the right to a "walk thru" of store premises prior to closing to be scheduled by Buyer with Seller.

| SELLER: | BUYER: |
| --- | --- |
| M. G. N. FOODS, INC., an Illinois an Illinois Corporation, d/b/a Franzettis Pantry Plus | 9JKD10 LLC, an Illinois Limited Liability Company |
| By [redacted] | By [redacted] |
| MAHESH PATEL, President | MINESH PATEL, Agent/Manager |

ASSET PURCHASE AGREEMENT

M. G. N. FOODS, INC. to 9JKD10 LLC

# EXHIBIT A

1. 10 Door Cooler
2. 7 Door Freezer
3. 2 door Freezer
4. ATM
5. Security System
6. Ice Machine
7. Deli Cooler
8. Microwave
9. Safe
10. Cash Registers (2)
11. Telephone
12. Credit Card Equipment
13. All Cabinets
14. Shelving

# SECTION THREE

## Required Documents to be Submitted

Effective Date: January 5th, 2020

Bond No. [redacted]

# BOND OF LICENSE
# FOR THE SALE OF INTOXICATING LIQUOR

*Know All Men by these presents, that we,* 9JKD10 LLC DBA Dba Franzettiâ??s Pantry Plus

*as principal and* WESTERN SURETY COMPANY

*as sureties, are held and firmly bound unto the* ***CITY OF BLOOMINGTON,*** *a municipal corporation, of the State of Illinois, in the penal sum of* ***TWO THOUSAND DOLLARS,*** *lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.*

***WITNESS*** *our hands and seals this* 27th *day of* November, ***A.D.*** 2019
*The condition of the above obligation is such, that whereas, the above bounden principal has applied to the City Liquor Commission of said City for a Class* Retail *License to sell intoxicating liquor in said City.*

*Now, therefore, if said license is granted and issued and said above bounden principal shall faithfully observe and comply with the provisions of the ordinance of said City under which said license is granted, and with the laws of the State of Illinois and the United States of America applying to the sale, and possession for the purpose of sale, of intoxicating liquor as defined in said ordinance, during the existence of the license above referred to, then this obligation to be void, other wise to remain in full force and effect.*

_____ *(Seal)*

WESTERN SURETY COMPANY *(Seal)*

[redacted] *(Seal)*

Paul T. Bruflat, Vice President

# Western Surety Company

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:**

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor City of Bloomington

bond with bond number [redacted]

for 9JKD10 LLC DBA Dba Franzettiâ??s Pantry Plus
as Principal in the penalty amount not to exceed: $ 2,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 27th day of November, 2019.

ATTEST [redacted]
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By [redacted]
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 27th day of November, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires June 23, 2021

J Mohr
Notary Public

**To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.**

Form F1975-1-2016

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Axis Insurance Services, Inc.
1020 Milwaukee Ave, Suite 260
Deerfield IL 60015

CONTACT NAME
PHONE (A/C, No, Ext) [redacted] FAX (A/C, No)
E-MAIL ADDRESS [redacted]

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Society Insurance | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**

9JKD10 LLC DBA Franzetti's Pantry Plus
801 E. Washington St.
Bloomington IL 61701

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE L MIT APPL ES PER:<br>POLICY PRO-JECT X LOC<br>OTHER: | | | [redacted] | 01/07/2020 | 01/07/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 1,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLA MS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCR PTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACC DENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Liquor Liability | | | [redacted] | 01/07/2020 | 01/07/2021 | Each Occurence | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 01, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

City of Bloomington
109 E Olive St.
Bloomington, IL 61701

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <DA>

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Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

# Corporation/LLC Search/Certificate of Good Standing

## LLC File Detail Report

| | |
|---|---|
| File Number | 08174709 |
| Entity Name | 9JKD10 LLC |
| Status | ACTIVE |

### Entity Information

Principal Office
801 E WASHINGTON STREET
BLOOMINGTON, IL 617010000

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Friday, 18 October 2019

Jurisdiction
IL

Duration
PERPETUAL

## Agent Information

Name
MINESH PATEL

Address
2006 SINCLAIR CT
BLOOMINGTON , IL 61704

Change Date
Friday, 18 October 2019

## Annual Report

For Year

Filing Date
00/00/0000

## Managers

Name
Address
PATEL MINESH
2006 SINCLAIR CT
BLOOMINGTON, IL 61704

## Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

Return to Search

File Annual Report

Adopting Assumed Name

## 9JKD10, LLC dba: Franzetti's Pantry Plus

Located at 801 E Washington Street, Bloomington, IL 61701

The Articles of Incorporation were removed from the application packet for the privacy and protection of the applicant's information.

# LEASE

THIS LEASE AGREEMENT is made this 27th day of November, 2019, by and between SHRISH LLC, an Illinois Limited Liability Company, (the "Lessor"), and 9JKD10 LLC, an Illinois Limited Liability Company, and MINESH PATEL, Individually, (the "Lessee").

## 1. Premises

In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the building located at located at 801 E. Washington Street, Bloomington, McLean County, Illinois (the "Leased Premises).

## 2. Term

The term of this lease (the "Term") shall commence on December 1, 2019, or upon the final closing on the Asset Purchase Agreement of M. G. N. foods, Inc. to 9JKD10 LLC, whichever is later (the "Commencement Date") and shall terminate at noon, local time on the 30th day of November, 2024. (the "Termination Date").

### *2.2 Renewal Option*

Lessee shall have the option to renew this Lease for a period of four (4) additional five (5) year terms provided Lessee has been current on each and every payment. Time is of the essence on rent payments. In addition, Lessees shall have no other violations of this Lease and Lessees may not have been involved in any activities the Lessor, in its sole discretion, deem offensive, disagreeable, inappropriate, detrimental or allow behavior as described above which Lessor finds unsatisfactory. Lessee shall exercise such options by notifying Lessor of that fact in writing not less than ninety (90) days prior to the expiration of the then existing terms. Any termination of this Lease during the initial term or any extended term shall terminate all options to renew hereunder. During the renewal period, the same terms and conditions contained herein shall apply, except that the Lease payment shall be adjusted by an increase of five percent (5%) of the base rent as more fully described in Section 3.1.1 Basic Rent below.

## 3. Rent

### *3.1. Covenant To Pay Rent*

Lessee hereby covenants and agrees to pay to Lessor as rent for the Leased Premises (all of which is collectively referred to as "Rent") all of the following:

COPY

### *3.1.1. Base Rent*

An annual basic rent (the "Basic Rent") for the initial term of this Lease is [redacted] payable in twelve (12) equal monthly installments of [redacted] in advance of the first day of each month commencing on December 1, 2019.

Annual basic rent (the "Basic Rent") for the first option period (years 6 through 10 of leasing) shall include a [redacted] increase of the basic rent for the initial term, raising the basic rent to [redacted] payable in twelve (12) equal monthly installments of [redacted] in advance on the first day of each month commencing on December 1, 2024.

Annual basic rent (the "Basic Rent") for the second option period (years 11 through 15 of leasing) shall include a [redacted] increase of the basic rent for the first option term, raising the basic rent to [redacted] payable in twelve (12) equal monthly installments of [redacted] in advance on the first day of each month commencing on December 1, 2029.

Annual basic rent (the "Basic Rent") for the third option period (years 16 through 20 of leasing) shall include a [redacted] increase of the basic rent for the second option term, raising the basic rent to [redacted] payable in twelve (12) equal monthly installments of [redacted] in advance on the first day of each month commencing on December 1, 2034.

Annual basic rent (the "Basic Rent") for the fourth option period (years 21 through 25 of leasing) shall include a [redacted] increase of the basic rent for the third option term, raising the basic rent to [redacted] payable in twelve (12) equal monthly installments of [redacted] in advance on the first day of each month commencing on December 1, 2039.

### *3.1.2 Real Estate Taxes Escalation as Additional Rent*

#### *Definition of Real Estate Taxes*

The term "Real Estate Taxes" means all taxes, rates and assessments, general or special, levied or imposed with respect to the land, Leased Premises and improvements constructed thereon (including all taxes, rates and assessments, general or special, levied or imposed for school, public betterment and/or general or local improvements. The term "Base Real Estate Taxes" means the assessed value of said land, Leased Premises and improvement, multiplied by the then current rate, for the tax year during which this Lease commences. The term "Real Estate Tax Year" means each successive twelve (12) month period following and corresponding to the period or periods which may from time to time in the future be established by competent authority for the purposes of levying or imposing Real Estate Taxes.

Additional rent (the "Additional Rent") for the all terms of this Lease includes the amount of the real estate taxes, currently [redacted] payable in twelve (12) equal monthly installments of

[redacted] in advance of the first day of each month commencing on December 1, 2019, plus any additional rent (the "Additional Rent") in the amount of any payment referred to as such in any portion of this Lease is in effect which shall include any and all charges or other amounts which Lessee is obligated to pay Lessor under this Lease, other than Basic Rent. Lessee understands that as real estate taxes increase, the additional rent shall also increase and Lessor shall provide Lessee with a copy of the real estate tax bills upon their receipt of same.

***Determining Obligations To Pay Increases in Real Estate Taxes***

Lessee shall pay to Lessor, as Additional Rent, subsequent to the initial period and amount stated above for the first term, 100%, as specified in Paragraph 3.1.2, of the amount by which Real Estate Taxes for or attributable to the then current Real Estate Tax Year exceeds the Base Rent. If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on said land, Leased Premises and improvements, and/or Lessor, in substitution for Real Estate Taxes presently levied or imposed on immovables in the jurisdiction where the Leased Premises is located, then any such new tax or levy shall be included within the term "Real Estate Taxes." Lessee shall pay each month, in advance, as Additional Rent, one-twelfth of Lessor's estimate of Lessee's annual obligation under this Article 6. Such payments shall in no way limit Lessee's annual obligation. If the total of such monthly installments paid is less than Lessee's total obligation, Lessee shall pay the difference within fifteen (15) days upon receipt of Lessor's statement. Any overpayment shall be credited to Lessee's obligation for the next succeeding period.

***Expenses Associated With Reducing Real Estate Taxes***

Reasonable expenses incurred by Lessor in obtaining or attempting to obtain a reduction of any Real Estate Taxes shall be added to and included in the amount of any such Real Estate Taxes. Real Estate Taxes which are being contested by Lessor shall nevertheless be included for purposes of the computation of the liability of Lessee under Paragraph 3.1.2 hereof; provided however, that in the event that Lessee shall have to pay any amount of Additional Rent pursuant to this Article and Lessor shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Lessor shall pay to Lessee the appropriate portion of such refund. Lessor shall have no obligation to contest, object or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate Taxes without consent or approval of Lessee.

***Reduction in Real Estate Taxes***

Nothing contained in this Article shall be construed at any time to reduce the Rent payable hereunder below the amount stipulated in Articles 3 through 4 of this Lease.

***Pro Rata Calculation of Increase in Real Estate Taxes***

If the Termination Date or sooner termination of this Lease shall not coincide with the end of a Real Estate Tax Year, then computing the amount payable under this Article 5 for the period between the commencement of the applicable Real Estate Tax Year in question and the

Termination Date or sooner termination of this Lease, the amount that would be due from the Lessee for the full year, if Lessee has been a tenant for the entire Real Estate Tax Year, shall be prorated over the portion of the Real Estate Tax Year that Lessee is a tenant in the Leased Premises. Lessee's obligation to pay increased Real Estate Taxes under this Article 6 for the final period of the Lease (as well as for any period not paid as of the expiration or sooner termination of the Lease) shall survive the expiration or sooner termination of this Lease.

### *3.2. Payment Method*

Basic Rent and all Additional Rent as provided for under this Lease shall be paid promptly when due in lawful money of the United States of America, without notice or demand and without deduction, diminution, abatement, counterclaim or set-off of any amount or for any reason whatsoever payable to SHRISH LLC by direct deposit or to such other person and place as may be designated by notice in writing from Lessor to Lessee from time to time.

### *3.3. Security Deposit*

Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of $2,353.69 as a security deposit (the "Security Deposit"). The Security Deposit (which shall not bear interest to Lessee) shall be considered as security for the payment and performance of the obligations, covenants, conditions and agreements contained herein. The Security Deposit shall not constitute an advance payment of any amounts owed by Lessee under this Lease, or a measure of damages to which Lessor shall be entitled upon a breach of this Lease by Lessee or upon termination of this Lease. Lessor may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to remedy any default in the payment of Basic Rent or Additional Rent or to satisfy any other obligation of Lessee hereunder, and Lessee shall promptly, on demand, restore the Security Deposit to its original amount. If Lessor transfers its interest in the Leased Premises during the Term, Lessor may assign the Security Deposit to the transferee who shall become obligated to Lessee for its return pursuant to the terms of this Lease, and thereafter Lessor shall have no further liability for its return.

## *4. Use of Premises*

### *4.1. Use Provision*

Lessee covenants to use the Leased Premises only for a convenience store and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Leased Premises, which are occasioned by or required in the conduct of Lessee's business within the Leased Premises and to obtain all licenses, permits and the like required to permit Lessee to occupy the Leased Premises.

### *4.2. "As Is" Acceptance of Property*

Lessee accepts the Leased Premises from Lessor in "as is" condition, except to the extent specifically provided elsewhere in this Lease.

### *4.3. Restriction on Unlawful Activity*

Lessee shall not permit the Leased Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance or embarrassment to Lessor or other tenants, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of Lessor.

## 5. Compliance With Environmental Laws

### *5.1. Environmental Protection Laws*

For purposes of this Lease, the term "hazardous material" means any explosives, radioactive material, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; Hazardous Materials Transportation Act of 1975, as amended; the Resource Conservation and Recovery Act of 1976, as amended; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereinafter in effect (collectively, "Hazardous Materials Laws").

### *5.2. Hazardous Substance Licenses*

Lessee will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Leased Premises or the project, by Lessee, its agents, employees, or contractors. Lessee will not permit the Leased Premises to be used or operated in any manner that may cause the Leased Premises or the project to be contaminated by any hazardous materials in violation of any Hazardous Materials Laws. Lessee will immediately advise the Lessor in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any hazardous materials affecting the premises; and (2) all claims made or threatened by any third party against Lessee, Lessor, or the Leased Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Leased Premises. Without Lessor's prior written consent, Lessee will not take any remedial action or enter into any agreements or settlements in response to the presence of any hazardous materials in, on or about the Leased Premises.

### *5.3. Indemnification of Lessor*

Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Lessee's breach of its obligations on this Article 5. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Leased Premises and any other property or whatever nature located on the project to their condition existing prior to the appearance of Lessee's hazardous materials on the premises. Lessee's obligations under this Article 5 will survive the expiration or termination of this Lease.

## 6. Compliance With Americans With Disabilities Act

The Leased Premises and their use authorized under this Lease comply fully with (and no notices of violation have been received in connection with) environmental, air quality, zoning, flood plain, planning, subdivision, building, health, labor, discrimination, fire, traffic, safety, wetlands and other governmental or regulatory rules, regulations, laws, ordinances, statutes, codes and requirements applicable to the building or facility (the "Property") in which the Leased Premises are located (collectively, the "Building Laws"), including, without limitation, the Americans With Disabilities Act of 1990, as amended. Lessor has received such final certificates as may be required or customary evidencing compliance with all building codes and permits, and approval of full occupancy of the Leased Premises and of all installations therein. Lessor shall cause the Leased Premises to be continuously in compliance with all Building Laws (as the same may be amended from time to time).

## 7. Repairs and Maintenance

### *7.1. Lessor's Obligations*

Subject to the provisions hereinafter contained with regard to damage by fire or other casualty and Paragraph 7.2, Lessor agrees to maintain the parking lot, roof and structural building. Lessee shall pay the first [redacted] for any heating/cooling repairs/replacements and Lessor shall pay the remaining balance for heating/cooling repairs/replacements after approval of written estimate by Lessor. Lessor shall keep the Leased Premises in good order and repair during the Term unless damage thereto shall have been caused by the act or neglect of Lessee, its agents, employees, contractors or invitees, in which case the same shall be required by and at the expense of Lessee. If Lessee fails to make such repairs promptly, Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs. Lessor shall not be liable to Lessee for any damage or inconvenience and Lessee shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Lessor under this Lease.

### *7.2. Lessee's Obligations*

Lessee shall maintain the Leased Premises other than the parking lot, the roof, the structural building and shall pay the first [redacted] for any heating/cooling repairs/replacements as set forth in Section 7.1 above. Seller warrants that the HVAC system is in proper working condition as of the commencement date of this Lease. Further, Lessee shall maintain the non-structural portions of the interior of the Leased Premises in good repair and condition, damages by causes reasonably beyond Lessee's control and ordinary wear and tear excepted.

### *7.3. Vendor Agreements*

Lessee shall have the right to review any vendor agreement(s) in the event Lessee is required to assume any said agreement(s).

## 8. Lessor's Services

### *8.1. Lessee's Obligations*

Lessee shall pay all utility costs. Further, Lessee shall pay for garbage removal, snow removal and landscaping and shall assume any agreements Seller has with vendors for such services. If any agreement made by Lessor with any vendor is unassignable or non-transferrable, Lessee agrees to pay Lessor for said services upon Lessor's presentation to Lessee of a statement for same within ten (10) days.

### *8.2. Lessor's Right To Repair*

Lessor reserves the right to erect, use, connect to, maintain and repair pipes, ducts, conduits, cable, plumbing, vents and wires in, to and through the Leased Premises as and to the extent that Lessor deems necessary or appropriate for the proper operation and maintenance of the Leased Premises and the right at all times to transmit water, heat, air-conditioning and electric current through such pipes, ducts, conduits, cables, plumbing, vents and wires.

## 9. Lessee's Use of Property

Lessee covenants and agrees: (a) not to breach or interfere with or conflict with the fire laws or regulations, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Lessee shall be answerable for all nuisances caused or suffered on the Leased Premises, or caused by Lessee; (b) not to strip, overload, damage or deface the Leased Premises, hallways, stairways, parking facilities or other public areas of the Leased Premises, or the fixtures therein or used therewith, nor to permit any hole to be made by any of the same; (c) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Premises, or which may render any

increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by public authority; (d) not to place upon the interior or exterior of the Premises, or any window or any part thereof or door of the Premises, any placard, sign, lettering, window covering or drapes, except such and in such place and manner as shall have been first approved in writing by Lessor; (e) to conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules and regulations from time to time established by Lessor; (f) to be responsible for the cost of removal of Lessee's bulk trash at time of move-in, during occupancy and move-out; (g) not to conduct nor permit in the Premises either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances of any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended, any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and Lessee shall prohibit its assignees, subleases, employees, agents and contractors (collectively, "Permitees") from doing so and Lessee shall indemnify, defend and hold Lessor and its agents harmless from all costs, foreseeable and unforeseeable, direct and consequential; damages; liability' fines' prosecutions; judgments; litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Article 11 by Lessee or its Permitees.

## 10. Alterations

Lessee shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or to install any equipment of any kind that shall require any alterations or additions or affect the use of the Premises' water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building without the prior written consent of Lessor. If any such alterations or additions are made by Lessee without Lessor's consent, Lessor may correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work.

## 11 Hold Harmless; Indemnification

### *11.1. Hold Harmless*

Lessor shall not be liable for any damage to, or loss of, property in the Premises belonging to Lessee, its employees, agents, visitors, licensees or other persons in or about the Premises, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of

the Project of which the Premises are a part, or from other sources. Lessor shall not be liable in any manner to Lessee, its agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act of neglect of third parties or of Lessee, Lessee's agents, employees, invitees or visitors, or any other tenant of the Project. Lessee covenants that no claim shall be made against Lessor by Lessee, or by any agent or servant of Lessee, or by others claiming the right to be in the Premises through or under Lessee, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises from any cause other than the negligence of Lessor. In no event shall Lessor be liable to Lessee for any consequential damages sustained by Lessee arising out of the loss or damage to any property of Lessee.

### *11.2. Indemnification of Lessor*

Lessee covenants and agrees to save Lessor and Lessor's agent from all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, by reason of the use of occupancy by Lessee, its agents, employees, invitees or visitors of the Leased Premises, unless caused solely by the negligence of Lessor. This shall include all services included in Paragraph 8.1.

### *11.3. Survival of Indemnification Provisions*

The provisions of this Article 11 shall survive the expiration of the Term.

## 12. Lien on Lessee's Property

To protect Lessor in the event Lessee defaults hereunder, Lessee hereby grants to Lessor a continuing security interest for all Rent and other sums of money becoming due hereunder from Lessee, and upon all goods, wares, chattels, fixtures, furniture and other personal property of Lessee which are or may be located on the Leased Premises and the proceeds thereof, none of which may be removed from the Leased Premises without Lessor's consent so long as any Rent or other such sums from time to time owed to Lessor hereunder remains unpaid. Lessee shall, on its receipt of a written request therefor from Lessor, execute such financing statements, continuation statements and other instruments as are necessary or desirable, in Lessor's judgment, to perfect such security interest.

## 13. Insurance

### *13.1. Lessee's Obligation To Provide Insurance*

Lessee shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Public Liability Insurance (Comprehensive General Liability

or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than $3,000,000.00 for each occurrence and not less than $1,000,000.00 per person, insuring against all liability of Lessee and its representatives arising out of and in connection with Lessee's use or occupancy of the Leased Premises. Lessor and Lessor's agent shall be named as additional insurers.

### *13.2. Fire Insurance*

Lessee shall, at its own cost and expense, obtain and maintain at all times during the Term, fire and extended coverage on the Leased Premises and on its contents, including any leasehold improvements made by Lessee in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

### *13.3. Dram Shop Insurance*

Lessee shall, at its own cost and expense, obtain and maintain at all times during the Term, dram shop insurance, with Lessor and Lessor's agents being named as additional insureds.

### *13.4. Increasing Insurance Coverage*

Lessee shall increase its insurance coverage, as required, but not more frequently than each calendar year if, in the opinion of the Lessor or any mortgagee of landlord, the amount of public liability and/or property damage insurance coverage at that time is not adequate.

### *13.5. Insurer's Credit Rating and Policy Requirements*

All insurance required under this Lease shall be issued by insurance companies licensed to do business in the jurisdiction where the Leased Premises is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best Key Rating Guide" for insurance companies. Each policy shall contain an endorsement requiring fifteen (15) days written notice from the insurance company to Lessor before cancellation or any change in the coverage, scope or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Lessor on or before the Commencement Date, and renewal certificates or copies of renewal policies shall be delivered to Lessor at least 60 days prior to the expiration date of any policy.

### *13.6. Cancellation of Insurance May Terminate Lease*

If any of Lessor's insurance policies shall be canceled or cancellation shall be threatened or

the coverage thereunder reduced or threatened to be reduced in any way because of the use of the Leased Premises or any part thereof by Lessee or any assignees or subtenant of Lessee or by anyone Lessee permits on the Leased Premises, and if Lessee fails to remedy the condition within 48 hours after notice thereof, Lessor may at its option either terminate this Lease or enter upon the Leased Premises and attempt to remedy such condition, and Lessee shall promptly pay the cost thereof to Lessor. Lessor shall not be liable for any damage or injury caused to any property of Lessee or of others located on the Leased Premises from such entry.

### *13.7. Denial of Right to Subrogation*

All policies covering real or personal property which either party obtains affecting the Leased Premises shall include a clause or endorsement denying that insurer any rights of subrogation or recovery against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss. Lessor and Lessee hereby waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered or which should be covered by policies of insurance obtained or which should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered thereby assuming that any deductible shall be deemed to be insurance coverage.

### *13.8. Lessor's Obligation to Provide Insurance*

Lessor shall continue to maintain, at all times, during the term, insurance as set forth on the Declaration of Insurance, attached hereto as Exhibit A.

## 14. Assignment and Subletting

### *14.1. Prior Written Consent of Lessor*

Lessee shall not assign, transfer, mortgage or encumber this Lease or sublet the Leased Premises without obtaining prior written consent of Lessor, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Lessor, in any such case, such consent may be withheld in the sole and absolute subjective discretion of landlord. In the event that Lessee desires to assign this Lease, sublet the Leased Premises, or permit occupancy or use of the Lease Premises of any part thereof by another party or parties, Lessee shall provide Lessor with sixty (60) days advance written notice of Lessee's bona fide proposed assignment or subletting of all or any part of the Leased Premises. Lessor shall have a right, at its option during said sixty (60) day period, to (a) release Lessee from this Lease for such space, (b) sublet all or any part of the Leased Premises from Lessee at the same rental Lessee is paying Lessor, with the right to further sublease such space or (c) refuse to consent to Lessee's assignment or subletting of such space and to continue this Lease in full force and effect as to the entire Leased Premises. The consent by Lessor to any assignment, transfer, subletting to any party other than Lessor shall not be construed as a waiver or release of Lessee from the terms of any covenant or obligation under this Lease nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or

occupant constitute a waiver or release of Lessee from any covenant or obligation contained in this Lease, nor shall such assignment or subletting be construed to relieve Lessee from giving Lessor said sixty (60) days notice, nor from obtaining the consent in writing of Lessor to any further assignment or subletting (which consent may be withheld in the sole and absolute discretion of Lessor). In the event that Lessee defaults hereunder Lessee hereby assigns to Lessor any and all rent due from any subtenant of Lessee and hereby authorizes each such subtenant to pay said rent directly to Lessor. Without limiting the generality of the foregoing, if Lessor consents to an assignment or sublease pursuant to this Article 14, Lessor may condition its consent upon the entry by such transferee into an agreement (in form and substances satisfactory to Lessor) with Lessor, by which such transferee assumes all of Lessee's obligations hereunder. Lessor's prior written consent shall not be unreasonably withheld.

## 15. Lessor's Right of Access

### *15.1. Right To Enter*

Lessor may, at any time during Lessee's occupancy, during reasonable business hours enter either to view the Leased Premises, or to facilitate repairs to the Leased Premises, or to introduce, replace, repair, alter, or make new or change existing connections from fixtures, pipes, wires, ducts, conduits or other construction therein, or remove, without being held responsible thereof, placards, signs, lettering, window or door coverings and the like not expressly consented to by Lessor, that shall not unreasonably interfere with Lessee's business.

### *15.2. Right To Enter To Show Property to Prospective Lessee*

Lessor may, during the last 180 days of the Term, enter the Leased Premises free from hindrance or control of Lessee to show the Leased Premises to prospective tenants at times which shall not unreasonably interfere with Lessee's business. If Lessee shall vacate the Leased Premises during the last month of the Term, Lessor shall have unrestricted right to enter the same after Lessee's moving to commence preparations for the succeeding tenant or for any other purpose whatsoever, without affecting Lessee's obligation to pay rent for the full Term.

## 16. Fire Clause

### *16.1. Obligations of Parties After Fire*

In the event the Leased Premises or any part thereof becomes damaged or destroyed by fire or other casualty from any cause so as to render said Leased Premises and/or other approaches unfit for use and occupancy, a just and proportionate part of the Rent according to the nature and extent of the damage or injury to said Leased Premises and/or approaches, shall be suspended or abated until said Leased Premises and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Lessor shall proceed, at its expense and as expeditiously as may be practicable, to

repair the damage unless, because of the substantial extent of the damage or destruction, Lessor should decide not to repair or restore the Leased Premises, in which event and at Lessor's sole option Lessor may terminate this Lease forthwith by giving Lessee a written notice of its intention to terminate within thirty (30) days after the date of the fire or other casualty. Lessor shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Lessee, all of which shall be repaired, restored or replaced by Lessee.

### *16.2. Notification of Lessor*

Lessee shall immediately notify Lessor of any damage to the Leased Premises caused by fire or any other casualty.

### *16.3. Repair of Premises*

No damage, compensation, or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Lease Premises. Subject to the provisions of Paragraph 16.1, Lessor shall diligently proceed to have such repairs made promptly.

## 17. Condemnation

### *17.1. Effect on Lease*

This Lease shall be terminated and the Rent shall be abated to the date of such termination in the event of condemnation of the Leased Premises or any part thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose. In case of any taking or condemnation, whether or not the Term shall cease and terminate, the entire award shall be the property of Lessor, and Lessee hereby assigns to Lessor all its right, title and interest in and to any such award. Lessee however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Lessor for the land and improvements or part thereof so taken.

### *17.2. Effect on Lease for Temporary Loss*

In the event of a temporary taking or condemnation of all or any part of the Leased Premises for any public or quasi-public use or purpose, this Lease shall be unaffected and Lessee shall continue to pay in full Basic Rent and all Additional Rent payable for any such period. In the event of any such temporary taking, notwithstanding the provisions of Paragraph 17.1, Lessee shall be entitled to claim, prove and receive the portion of the award for such taxing that represents compensation for use or occupancy of the Leased Premises during the Term, and Lessor shall be entitled to appear, claim, prove and receive the portions of the award that represent the cost of restoration of the Leased Premises and the use or occupancy of the Leased Premises after the end of the Term.

## *18. Defaults; Remedies*

### *18.1. Definition of Default*

It is hereby mutually agreed that: (a) if Lessee shall fail (i) to pay Rent or other sums which Lessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without deemed therefor, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed; or (b) if Lessee shall abandon or evidence any intention to abandon all or any portion of the Leased Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Lessee shall (i) generally not pay Lessee's debts as such debts come due, (ii) becomes insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Lessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Lessee or for all or any portion of Lessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Lessor, Lessor may:

#### *18.1.1. Lessor's Right To Terminate Lease and Recover Possession*

Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor. If Lessee fails to do so, Lessor may without notice and without prejudice to any other remedy Lessor may have, enter upon and take possession of the Leased Premises and expel or remove Lessee and its effects without being liable to prosecution or any claim for damages therefor; and Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination, whether through the inability to relet the Leased Premises or otherwise including any loss of Rent for the remainder of the Term.

#### *18.1.2. Lessor's Right To Sue Lessee for Breach of Contract*

Terminate this Lease, in which event Lessee's event of default should be considered a total breach of Lessee's obligations under this Lease and Lessee immediately shall become liable for such damages for such breach, in an amount equal to the total of (1) the costs of recovering the Leased Premises; (2) the unpaid Rent earned as of the date of termination; and (3) all other sums of money and damages owing by Lessee to Lessor. Lessee's right of possession shall cease and terminate and Lessor shall be entitled to the possession of the Leased Premises and shall remove all persons and property therefrom and reenter the Lease without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Lessee.

#### *18.1.3. Lessor's Right To Collect Balance*

Declare the entire balance of Rent for the remainder of the Term to be due and payable, and

collect such balances in any manner not inconsistent with applicable law.

### *18.1.4. Lessor May Pursue Numerous Remedial Options*

Pursue any combination of such remedies and/or other remedy available to Lessor on account of such default under applicable law.

### *18.1.5. Lessee's Liability*

In the event of any reentry or retaking of the Leased Premises by Lessor and/or any termination of this Lease by Lessor, Lessee shall nevertheless remain in all events liable and answerable for the Rent to the date of such retaking, reentry or termination and Lessee shall also be and remain answerable in damages for the deficiency or loss of Rent as well as all related expenses which Lessor may thereby sustain in respect to the balance of the Term, and, in such case, Lessor reserves full power, which is hereby acceded to by Lessee, to let said Leased Premises for the benefit of Lessee, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Lessee under the terms and provisions of this Lease, and such damages, related expenses shall have been made more easily ascertainable by reletting of the Leased Premises, or such action by Lessor may, at the option of Lessor, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

## *18.2. Limitation of Lessor's Rights*

The provisions of this Article 18 are subject to the bankruptcy laws of the United States of America and the State of Illinois which may, in certain cases, limit the rights of Lessor to enforce some of the provisions of this Article in proceedings thereunder. To the extent that limitations exist by virtue thereof, the refraining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Article 18 shall be interpreted in a manner which results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws.

## *18.3. Application of Lessee's Payments*

All rents received by Lessor in any reletting after Lessee's default shall be applied, first to the payment of such expenses as Lessor may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Lessor, either for making the necessary repairs (including fitting up the space for such reletting) to the Leased Premises or in curing any default on the part of Lessee of any covenant or condition herein made binding upon Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee, together with interest

and penalties as defined in Article 3, and Lessee expressly agrees to pay any deficiency then remaining. Lessor shall in no event be liable in any way whatsoever (nor shall Lessee be entitled to any set off) for Lessor's failure to relet the Leased Premises, and Lessor, at its option, may refrain from terminating Lessee's right of possession, and in such case may enforce against Lessee the provisions of this Lease for full Term.

### *18.4. Costs Associated With Collecting from Lessee*

In the event either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party and as determined by the court.

## 19. Subordination

This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust or other encumbrance(s) which may now or which may at any time hereafter be made upon the Project of which the Premises is a part or any portion thereof, or upon Lessor's interest therein. This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Lessee shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby, and Lessee hereby appoints Lessor the attorney-in-fact of Lessee, irrevocably, to execute and deliver any such instrument(s) for Lessee. If the interests of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Leased Premises, Lessee shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Lessor under this Lease, and, if requested by such transferee, Lessee agrees to attorn to the transferee as its Lessor. The holder of any mortgage or deed of trust encumbering the Leased Premises shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request Lessee shall execute and deliver an instrument confirming any such full or partial subordination.

## 20. Surrender of Possession

### *20.1. Lessee's Obligations and Rights*

Upon the expiration or earlier termination of the Term, Lessee shall surrender to Premises and all keys and locks connected therewith to Lessor in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Article 10, any and all improvements, repairs, alterations and all other property attached to, used in connection with or otherwise installed

upon the Leased Premises (i) shall, immediately upon the completion of the installation thereof, be and become Lessor's property without payment therefor by Lessor, and (ii) shall be surrendered to Lessor upon the expiration or earlier termination of the Term, except that any machinery, equipment or fixtures paid for and installed by Lessee and used in the conduct of the Lessee's trade or business and all other personalty of Lessee shall remain Lessee's property and shall be removed by Lessee upon the expiration or earlier termination of the Term, and Lessee shall promptly thereafter fully restore any of the Leased Premises damaged by such installation or removal thereof.

## 21. Lessee Holding Over

If Lessee or any person claiming through Lessee shall not immediately surrender possession of the Leased Premises at the expiration or earlier termination of the Term, Lessor shall be entitled to recover compensation for such use and occupancy at 150% percent of the Basic Rent and Additional Rent payable hereunder just prior to the expiration or earlier termination of the Term. Lessor shall also continue to be entitled to retake or recover possession of the Leased Premises as herein before provided in case of default on the part of Lessee, and Lessee shall be liable to Lessor for any loss or damage it may sustain by reason of Lessee's failure to surrender possession of the Leased Premises immediately upon the expiration or earlier termination of the Term. Lessee hereby agrees that all the obligations of Lessee and all rights of Lessor applicable during the Term shall be equally applicable during such period of subsequent occupancy.

## 22. Estoppels

Lessee shall, without charge therefor, at any time and from time to time, within fifteen (15) days after request by Lessor, execute, acknowledge and deliver to Lessor a written estoppel certificate certifying to Lessor, any mortgagee, assignee of a mortgagee, or any purchaser of the Project, or any other person designated by Lessor, as of the date of such estoppel certificate; (a) that Lessee is in possession of the Premises; (b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modification); (c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Lessor, or any duty or obligation of Lessee hereunder (and, if so, specifying the same in detail); (d) the amount of the Basic Rent and the dates through which Basic Rent and Additional Rent have been paid; (e) that Lessee has no knowledge of any then uncured defaults on the part of Lessor under this Lease (or if Lessee has such knowledge, specifying the same in detail); (f) that Lessee has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessee (or if Lessee has knowledge of any such uncured defaults, specifying the same in detail); (g) that Lessee has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessee (or if Lessee has such knowledge, specifying the same in detail); (h) the amount of any Security Deposit held by Lessor; and (i) such reasonable other information requested by Lessor, such mortgagee, assignee of such mortgagee, such purchaser or such other

person. Failure to deliver the certificate within fifteen (15) days after request by Lessor shall be conclusive upon Lessee for the benefit of Lessor and any successor to Lessor that this Lease is in full force and effect and had not been modified except as may be represented by the party requesting the certificate. If Lessee fails to deliver the certificate within fifteen (15) days after requested by Lessor, then by such failure Lessee shall irrevocably constitute and appoint Lessor as its attorney-in-fact to execute and deliver the certificate to any third party.

## 23. Miscellaneous

### *23.1. Definition of Lessee*

The term "Lessee" shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Lessee shall be construed to be equally applicable to any binding upon its agents, employees and others claiming the right to be in the Leased Premises through or under Lessee.

### *23.2. Joint Lessees*

If more than one individual, firm or corporation shall join as Lessee, singular context shall be construed to be plural wherever necessary and the covenants of Lessee shall be the joint and several obligations of each party signing as Lessee and when the parties signing as Lessee are partners, shall be the obligation of the firm and of the individual members thereof.

### *23.3. References to Gender*

Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

### *23.4. Waiver of Breach*

No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver if the covenant, condition or agreement itself, or of any subsequent breach thereof.

### *23.5. Limitation of Lessor's Liability*

Notwithstanding anything to the contrary contained in this Lease, Lessee shall look only to Lessor's ownership of the Premises for satisfaction of Lessee's remedies for collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder, and no other property or assets of the partners or principals

of Lessor, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for satisfaction of Lessee's remedies under or with respect to this Lease, the relationship of Lessor and Lessee hereunder or Lessee's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Lessor, its partners or its principals, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Lessor not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Lessee's sole right and remedy in any dispute as to whether Lessor has breached such obligation.

### *23.6. Warranty of Habitability and Fitness for Particular Purpose*

LESSEE AND LESSOR EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE, EXCEPT THOSE WARRANTIES SPECIFICALLY EXPRESSED PURSUANT TO ILLINOIS STATUTES.

### *23.7. Written Lease*

It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

### *23.8. Provisions That are Unlawful or Against Public Policy*

Every agreement contained in this Lease is, and shall be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the applications of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

### *23.9. Conditions That Prevent Performance*

Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor.

### *23.10. Signatures of Both Parties Required*

The submission of this Lease to Lessee shall not be construed as an offer nor shall Lessee have any rights with respect thereto unless Lessor executes a copy of this Lease and delivers same to Lessee.

### *23.11. Both Parties Must Consent to Assignment*

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Lessee any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Article 14 hereof.

### *23.12. Time Is of Essence Clause*

All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

## 24. Notices

All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Lessor or Lessee respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time. Notice may also be delivered by tracked UPS or Federal Express envelopes at the addresses designated by the parties:

| LESSOR<br>SHRISH LLC, an Illinois Limited Liability Company | LESSEE<br>9JKD10 LLC, an Illinois Limited Liability Company |
|---|---|
| c/o Mahesh and Archana Patel<br>[redacted] | c/o Minesh Patel<br>[redacted] |

## 25. Waiver of Trial by Jury

LESSOR AND LESSEE EACH AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE

THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THIS PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

## 26. Governing Law

This Lease shall be construed and governed by the laws of the state in which the Premises are located. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of said state, it or they shall be considered severable and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Lessee has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

LESSOR:
SHRISH LLC, an Illinois Limited Liability Company

[redacted]

By: MAHESH PATEL, Manager

[redacted]

By: ARCHANA PATEL, Manager

LESSEE:
9JKD10 LLC, an Illinois Limited Liability Company

[redacted]

By: MINESH PATEL, Manager

MINESH PATEL, Individually

[redacted]

By: MINESH PATEL

# ASSET PURCHASE AGREEMENT

THIS AGREEMENT made at Bloomington, Illinois, on the _____ day of _____, 2019, by and between M. G. N. FOODS, INC., an Illinois Corporation, d/b/a Franzettis Pantry Plus (referred to as "Seller") and 9JKD10 LLC, an Illinois Limited Liability Company, (referred to as "Buyer).

WHEREAS, Seller is engaged in the convenience store business;

WHEREAS, Seller desires to sell and Buyer desires to buy certain of the assets of Seller;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and conditioned on the conditions included herein, Buyer and Seller agree as follows:

A. **SALE OF ASSETS BY SELLER.**

1. On the Closing Date (as that term is hereinafter defined), Seller shall sell to Buyer and Buyer shall buy from Seller, certain of the assets of Seller used in connection and associated with Seller's business as follows:

(a) The lease of the premises commonly known as 801 E. Washington Street, Bloomington, Illinois;

(b) All furnishings, fixtures, equipment (bundled ATM, Security System, 10 Door Coolers, 7 Door Freezer, ice machine), and any other items as set forth on Exhibit A attached hereto, which shall be conveyed by Bill of Sale;

(c) All inventory;

(d) All accounts receivable of Seller's business as hereindescribed; and

(e) the name "Franzetti's Pantry Plus" and any derivatives thereof, all of Seller's websites, all domain names applicable to the business, and the telephone number and fa number of the business; and

(f) all files, books, reports, correspondence, records and goodwill relating to the ownership or operation of the business or the subject assets; and

At the closing, Seller will execute and deliver to Buyer an Assignment and Bill of Sale in mutually agreeable form and substance conveying the subject Assets to Buyer.

All of Seller's assets set forth in clauses (a) through (e) of this subsection are hereinafter collectively called the "Assets". The Assets include assets owned by Seller on the date hereof described in Exhibit 'A" attached hereto and assets which shall be acquired by Seller up to the Closing Date. Those Assets not included in the sale and being retained by Seller are all cash received in the normal course of business up to Closing Date.

2. The purchase price for the Assets shall be the sum of [redacted] payable as follows: Buyer has placed [redacted] in escrow which is hereby acknowledged by Seller and which amount will be credited to the purchase price at closing. This Agreement is subject to Buyer obtaining conventional loan at the prevailing loan interest rate and terms. The down payment sum shall be returned to Buyer upon a release signed by both

parties if the conditions contained in this Agreement are not met. The remaining balance of [redacted] is due at closing.

B. **INVESTIGATION BY BUYER.** On or after the date of this Agreement, at any time prior to the Closing Date, Buyer or an agent of Buyer shall have access to the premises of Seller during normal business hours for the purpose of making such reasonable investigation of Seller's Business, assets and records as Buyer deems necessary and advisable; provided, however, that no investigation made by Buyer shall affect the representations, warranties or agreements of Seller hereunder.

C. **CLOSING.**

1. The closing of the Agreement shall be held on or before December 16, 2019, at a location to be agreed upon by the parties in Bloomington/Normal, Illinois, except that such Closing Date shall be tolled by any delay which is not within the control of the Buyer or Seller. On the Closing Date, Seller and Buyer will prorate any applicable rent payments as a credit at Closing.

2. On the Closing Date, upon due performance by Buyer of its obligations hereunder, Seller shall deliver to Buyer the assets hereinabove described.

3. On the Closing Date, upon due performance by Seller of his obligations hereunder, Buyer shall deliver to Seller any balance due and owing under this Agreement;

D. **OPERATION OF THE BUSINESS OF SELLER.** Between the date of this Agreement and the Closing Date, Seller's business shall be carried on in a

diligent manner, and no Assets shall be destroyed, sold or encumbered without the prior written consent of Buyer.

E. **REPRESENTATION, WARRANTIES AND AGREEMENTS OF SELLER.** Seller hereby jointly and severally represents and warrants to and agrees with Buyer as follows (which representations, warranties and agreements shall continue in full force and effect from the date hereof through the Closing Date and thereafter):

1. Seller has good and marketable title to the Assets, free and clear of all leases, liens, mortgages, security interests or other encumbrances, actual or contingent or any kind.

2. Seller is not a party to or the subject of any litigation with a third party affecting the Assets.

3. No broker, agent or other person purporting to act pursuant to or on authority of Seller will be entitled to any commission or finder's fee in connection with this Agreement.

4. Seller is duly organized and in existence under the laws of the State of Illinois, and is in good standing under the laws of such State with full power and authority (corporate and other) to carry on the business and to execute and deliver and carry out the transactions contemplated by this Agreement.

5. All financial information related to the business which has been provided to Buyer by Seller or any of its representatives is true and correct to the best of Seller's knowledge.

6. Seller is in compliance with all laws and governmental requirements applicable to the business and the Assets and has all permits, licenses and other governmental authorizations necessary to operate the business.

7. The stockholders are the only record and beneficial owners of equity and voting interests in Seller. Seller's Board of Directors and all of Seller's stockholders have approved in writing the execution of this Agreement and the consummation of the transactions contemplated hereby

8. Seller has paid, or will as of the Closing Date have paid, all sums due and payable to or on behalf of employees of Seller and persons performing services for Seller as independent contractors. Seller has made all required payments with respect to all of its employee benefit plans.

F. **CLOSING CONDITIONS FOR THE BENEFIT OF BUYER.** The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of the following conditions (compliance with any of which Buyer may waive):

1. The representations and warranties of Seller contained herein or otherwise made in writing by or on behalf of Seller pursuant hereto shall have been true when made and on and as of the Closing Date, the Seller shall have preformed and complied with all the agreements and conditions required hereby to be performed and complied with by them prior to or on the Closing Date.

2. There shall not exist any litigation or governmental (or agency thereof) investigation pending or threatened, pertaining to the Assets or the transactions contemplated by this Agreement.

3. This Agreement is contingent upon Buyer obtaining necessary licenses, approvals, permits, registrations and authorizations for the operation of the convenience store.

G. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto with respect to the transactions contemplated hereby and supersedes any prior written or oral agreements between the parties hereto pertaining to such transactions. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

H. **GOVERNING LAW.** This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

I. **INVALIDITY.** The validity of all, or any part, of any section of this Agreement shall not render invalid the remainder of this Agreement or the remainder, if any, of such section.

J. **NOTICES.** Any notice or other communication required, permitted or desirable hereunder, shall be sufficiently given if sent by United States Mail, postage prepaid, addressed to the Buyer and Buyer's attorney, or to Seller and Seller's attorney.

K. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding

upon and inure to the benefit of the successors and assigns of Buyer and Seller.

L. **MISCELLANEOUS.**

1. Any legal suit, action or proceeding arising out of or based on this Agreement or any ancillary Documents shall be commenced and adjudicated in the state or federal courts situated in the County of McLean, State of Illinois, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such suit action or proceeding.

2. This Agreement may be amended only by a written instrument signed by all parties.

3. No waiver, release, or other action hereunder shall be enforceable uless signed by the party against which enforcement is sought, and no such waiver, release or other action shall be effective with respect to more than the specific instance in which it was granted unless the instrument specifically so states.

4. In the event that any legal action is commenced by any party hereto to enforce or interpret the provisions and terms contained herein, the prevailing party shall be entitled to his/her/its reasonable attorney's fees and costs incurred.

5. Seller will pay all federal, state and local taxes including, but not limited to, all income, sales and unemployment taxes due for its operations through the Closing Date. Seller agrees to comply with any and all bulk sales laws and notice requirements, forms shall be provided upon approval of liquor license.

6. Buyer is not acquiring, directly or indirectly, any liability of Seller whatsoever, and no assumption of liability of Seller shall accrue to Buyer, by

operation of law or otherwise. However, Buyer shall cooperate with any needs Seller may require to terminate any of Seller's present or future obligations resulting from its ongoing business.

M. **INDEMNIFICATION.**

1. The representations, warranties, covenants, and agreements contained in or made pursuant to this Agreement or in any Exhibit hereto or under the terms of any other Ancillary Document shall not be affected or deemed waived by the fact that Buyer conducted any investigation or acquired or should have acquired any knowledge that the same are or may be inaccurate and shall survive execution and delivery of this Agreement and the Closing.

2. Seller and each Stockholder shall jointly and severally indemnify, defend and hold harmless Buyer and its members, officers, managers, employees, agents, representatives, and successors and assigns from and against any and all claims, liabilities, obligations, losses, damages, suits, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature arising out of or resulting from:

a) any breach of any representation or warranty made by Seller or Stockholder pursuant to this Agreement or any other documents required to be executed or delivered in connection with this Agreement (each an 'ancillary Document");

b) any failure by Seller or any Stockholder to perform or fulfill any of its covenants or agreements set forth in this Agreement or any ancillary Document; and

c) the failure of Seller in connection with the sale of the Assets by Seller to Buyer pursuant to this Agreement, to comply with, and obtain for Buyer the benefits afforded by compliance with, any applicable bulk transfers or similar laws.

3. Buyer shall have the right to a "walk thru" of store premises prior to closing to be scheduled by Buyer with Seller.

| SELLER: | BUYER: |
| --- | --- |
| M. G. N. FOODS, INC., an Illinois an Illinois Corporation, d/b/a Franzettis Pantry Plus | 9JKD10 LLC, an Illinois Limited Liability Company |
| By [redacted] | By [redacted] |
| MAHESH PATEL, President | MINESH PATEL, Agent/Manager |

# Certificate of Completion

American Safety Council

MINESH PATEL

Has diligently and with merit completed the

Off-Premise BASSET Alcohol Certification on 12/2/2019

from the American Safety Council.

Jeff Pairan

American Safety Council

# Illinois BASSET Training

This card certifies that:

MINESH PATEL

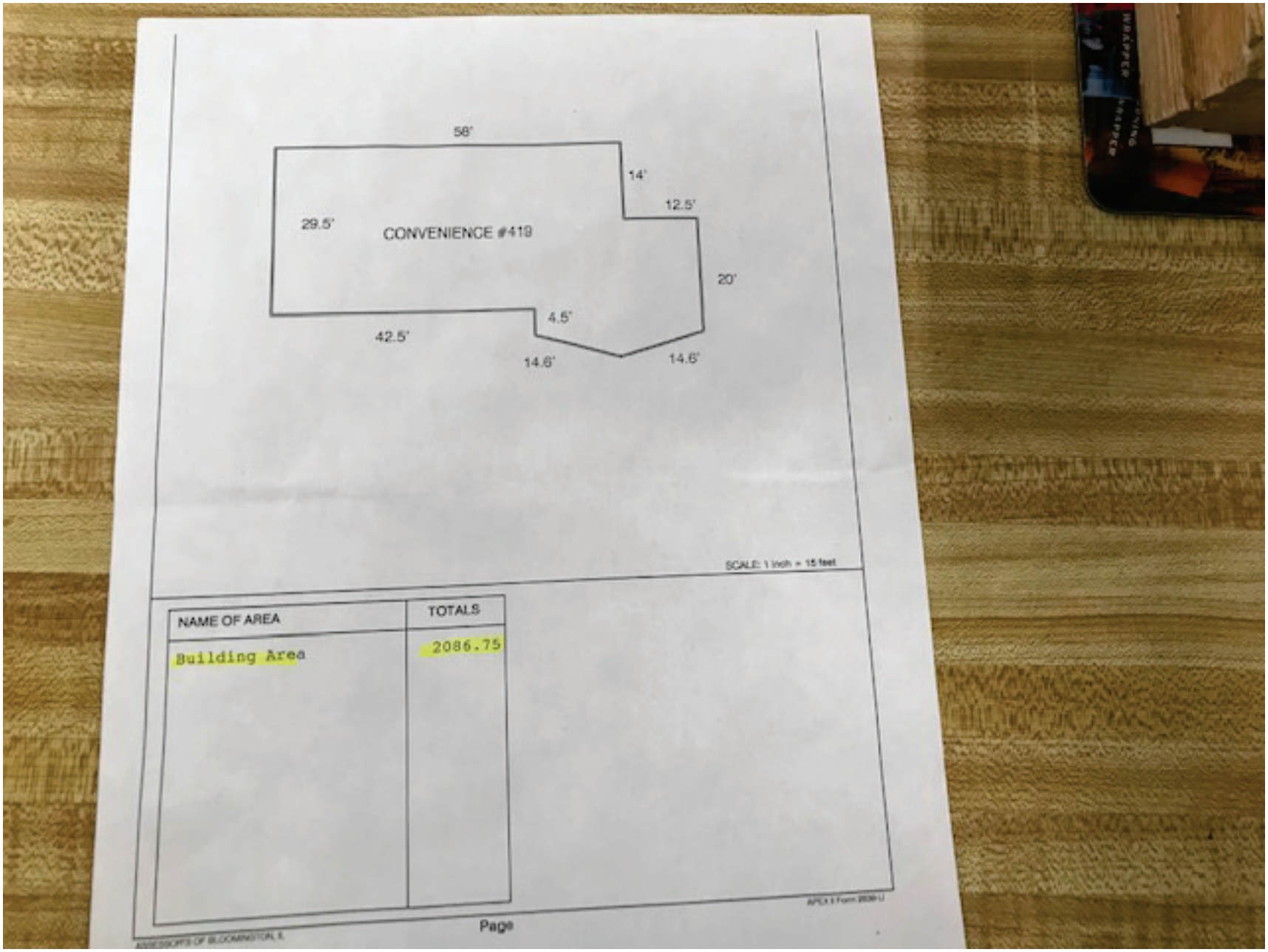
has completed the

Off-Premise BASSET Alcohol Certification

Jeff Pairan

1/1/2020

Exp. Date:


58'
14'
12.5'
29.5'
CONVENIENCE #419
20'
4.5'
42.5'
14.6'
14.6'
SCALE: 1 inch = 15 feet
NAME OF AREA
TOTALS
Building Area
2086.75
Page

10/10/18

21-04-434-018

# COMMERCIAL PROPERTY RECORD CARD

Property Use Market/Convenient

Bldg No 1 of 1

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Foundation | 10" Poured Concrete | Mezzanine | None | No Fixtures | 6 | GFSF | 2087 |
| Frame | Steel | Mezz SF | 0 | Const Quality | Average | GUA | 2087 |
| Floor Stru | Ground Slab | Int Walls | Wood Studs | Condition | Average | Gross Unusable | 0 |
| Roof | Membrane | Ext Walls | Brick Veneer | Built | | No Fireplaces | 0 |
| Roof Stru | Bar Joist | Ext Wall Area | 2520 | Eff Age | 0 | Pool | No |
| Roof Insul | Yes | Int Finish | Drywall | Depreciation | 75 | Sprinkled | No |
| Basement | Slab | Floor Cov | Tile ASP | Obsolescence | None | % Finished | 100 |
| SF Fin Bsmt | 0 | Ceiling | Acoustical Panel | No Stories | 1 | OH Door Dim 1 | |
| SF Crawl | 0 | Electrical | Rigid Conduit | Avg Ht | 12 | OH Door Dim 2 | |
| SF Slab | 2087 | Power Wire | No | Perimeter | 210 | OH Door Dim 3 | |
| | | Lighting | Flourescent | Wall Area | 9.9 | Door Size 1 | 0 |
| | | Heating | Space Heater | No Units | 1 | Door Size 2 | 0 |
| | | Cooling | Evaporative | Unit Type | Open Space | Door Size 3 | 0 |
| | | Water | Central | Mixed BR | | Elevator | N/A |
| | | | | | | Elev Cap | 0 |
| | | | | | | Water Det | 1 |

Appraiser Notes

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, December 10, 2019 at 4:00 PM in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will hold a Public Hearing on a Change of Ownership Application from MGN Foods, Inc., d/b/a Franzetti's Pantry Plus, to 9JKDIO, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington Street. The potential owner (9JKDIO) is requesting a Class PBS (Package Sales, Beer and Wine Only, and Sunday Sales) liquor license, which is the same license currently held by MGN Foods, Inc.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted by mail at 109 E. Olive St., Bloomington, IL 61701, by telephone at (309) 434-2240, or by email at cityclerk@cityblm.org. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Leslie Yocum, City Clerk

Publication Date: November 30, 2019, Pantagraph Newspaper

Commissioner Renner asked if there would be any changes in operation that would affect liquor. Mr. Cruthis confirmed no changes would be made to affect liquor.

Commissioner Jordan inquired about the outstanding taxes. Mr. Boyle explained the taxes were from the previous owner and the new ownership acquired the business in foreclosure. He explained staff would continue to pursue payment of taxes from the previous owners, but that staff would like to see this business be successful and it should not keep the new owner from obtaining a liquor license. Commissioner Renner confirmed with Mr. Boyle that the previous owner owed taxes.

Commissioner Jordan confirmed with Mr. Cruthis that he was the General Manager, that the name would remain Chateau Hotel and Conference Center, and no changes will occur that would affect the liquor license. Mr. Cruthis responded affirmatively and stated they would pay their taxes on time.

Mr. Boyle stated Mr. Cruthis previously testified the doing business as (DBA) name was Hostmark Hospitality Group, but the DBA would be Chateau Hotel and Conference Center. Mr. Cruthis confirmed. Mr. Boyle inquired if the DBA was applied for with the State of Illinois. Mr. Cruthis stated he believed it was. Commissioner Renner explained the applicant would need to have completed the DBA registration before a license would be issued.

Commissioner Renner Closed the Public Hearing at 4:10 p.m.

**Commissioner Powell made a motion, seconded by Commissioner Jordan, to positively approve the application to the City Council contingent upon the compliance with all building, health, and safety codes.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7. Public Hearing on a Change of Ownership Application from MGN Foods, Inc., d/b/a Franzetti's Pantry Plus to 9JKDIO, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington Street, who is requesting a Class PBS (Package Sales, Beer and Wine Only, and Sunday Sales) liquor license, as requested by the City Clerk Department.

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

Minesh Patel, Potential New Owner of Franzetti's Pantry Plus, after being sworn in, addressed the Commission.

Commissioner Renner explained Mr. Patel would be taking ownership of Franzetti's which has been a very responsible local establishment for many years and valued by the neighborhood. Commissioner Renner inquired if Mr. Patel would continue to pursue the same business model. Mr. Patel responded affirmatively.

Mr. Patel explained he had previous experience with owning a similar establishment from 2006 to 2015 at Lexington Finer Foods and Liquor in Lexington, IL.

Commissioner Renner inquired if Mr. Patel received any violations during that time. Mr. Patel confirmed he did not.

Commissioner Jordan asked if all staff was BASSET trained. Mr. Patel responded affirmatively.

Commissioner Powell had no questions.

Mr. Boyle asked if there would be any changes to the business model. Mr. Patel confirmed there would not.

Commissioner Renner closed the Public Hearing at 4:13 p.m.

**Commissioner Powell made a motion, seconded by Commissioner Jordan, to positively approve the application to the City Council contingent upon the compliance with all building, health, and safety codes.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8. Public Hearing on a Change of Ownership Application from ERJ Dining IV, LLC, d/b/a Chili's Grill and Bar to Brinker Restaurant Corporation, d/b/a Chili's Grill and Bar, located at 2107 N. Veterans Parkway, who is requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:13 p.m.

Commissioner Renner asked if there was anyone who would like to speak for or against the application; none came forward.

Ken Martin, General Manager of Chili's Grill and Bar, after being sworn in, addressed the Commission. He explained the establishment would return to corporate ownership from the current franchised ownership.

Commissioner Renner inquired if there would be any changes to the establishment and if all employees were BASSET trained. Mr. Martin stated there would be no changes and that all staff was BASSET trained.

Commissioners Jordan and Powell had no questions.

Mr. Boyle asked about Mr. Martin's experience. Mr. Martin explained he has been an employee of Chili's for 22 years, a manager for 15 years, and the General Manager for approximately two years. Mr. Boyle asked Mr. Martin if he was a resident of McLean County. Mr. Martin responded affirmatively.

Commissioner Renner closed the Public Hearing at 4:15 p.m.

**Commissioner Jordan made a motion, seconded by Commissioner Powell, to positively approve the application to the City Council contingent upon the compliance with all building, health, and safety codes.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

# CONSENT AGENDA ITEM NO. 7.H

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** City Clerk Department

**WARD IMPACTED**: Ward 5

**SUBJECT**: Consideration and action on the Change of Ownership Application from ERJ Dining IV, LLC, d/b/a Chili's Grill and Bar to Brinker Restaurant Corporation, d/b/a Chili's Grill and Bar, located at 2107 N. Veterans Parkway, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

**RECOMMENDED MOTION:** The proposed License be approved contingent upon the compliance with all building, health, and safety codes.

**STRATEGIC PLAN LINK:**
-Goal 5. Great Place – Livable, Sustainable City
-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
-Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** Brinker Restaurant Corporation d/b/a Chili's Grill & Bar, located at 2107 N. Veterans Parkway, will purchase the establishment from ERJ Dining IV, LLC. The current owner (ERJ Dining) holds the same license being requested by the potential new owner (Brinker). The applicant is seeking a Class RAS liquor license which would continue to allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

On December 10, 2019, the Liquor Commission unanimously voted to approve the above stated request and forward the application to the City Council for consideration (draft minutes attached).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with City Code, on November 30, 2019, a public notice was published in the Pantagraph and 20 courtesy copies were mailed to adjacent neighboring properties.

**FINANCIAL IMPACT:** The annual license fee for a Class RAS liquor license is $2,950, which is recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 120. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**COMMUNITY DEVELOPMENT IMPACT:** ED-1.1 Focus on retention and expansion of existing businesses.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

Leslie Yocum, City Clerk 12/11/2019

Chris Tomerlin, Budget Manager 12/11/2019

George Boyle

George Boyle, Assistant Corporation Counsel 12/11/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- CLK 4B Chili's - Ownership Change Application (RAS) - Redacted
- CLK 4C Public Notice - Chili's (RAS) - Change of Owners
- CLK 4D Liq Com Draft Minutes 12-10-2019_Chili's

OFFICE USE ONLY

Submittal Date: 11/26/2019

Renewal Type (A, SA): A

Staff Initials: A.Mohan

CITY OF Bloomington ILLINOIS

# Business Contact Sheet

**PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARY AND COMPLETELY.**

| | |
|---|---|
| Legal Name (Individual, Partnership, Corportation/LLC): | Brinker Restaurant Corporation |
| Doing Business As (D/B/A): | Chili's Grill & Bar |
| Business Address: | 2107 N Veterans Parkway |
| City/State: | Bloomington, IL |
| Zip Code: | 61704 |
| Business Phone Number: | 813-273-5043 (ask for Grace Yang) |
| Business Email Address: | grace.yang@gray-robinson.com |

Please list an email address where all billing information will be received by the business. *Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.*

**Billing Email Address:** roberto.frano@brinker.com and michele.bibb@brinker.com

## License Renewals

Please list those responsible for **License Renewals** for the above establishment.

**Primary Contact:**

**Name:** Roberto Frano **Phone Number:** [redacted]

**Address:** [redacted] **City/State:** Dallas, TX **Zip Code:** 75019

**Alternate Contact:**

Name: Michele Bibb Phone Number: [redacted]

Address: [redacted] City/State: Dallas, TX Zip Code: 75019

**Manager:**

Name: Ken Martin Phone Number: [redacted]

Address: _____ City/State: _____ Zip Code: _____

# Liquor License Application Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS:

1. Have you attained the age of 21 years? Y ☑ N ☐
2. Have you ever had a Bloomington liquor license revoked for any cause? Y ☐ N ☑
3. Have you been a resident of the City of Bloomington for one year? Y ☑ N ☐
4. Are you eligible for a state retail liquor dealer's license? Y ☑ N ☐
5. Are you a citizen of the United States? Y ☑ N ☐
6. Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? Y ☐ N ☑
7. Are you a person of good character and reputation? Y ☑ N ☐
8. Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor? Y ☐ N ☑
9. Do you own or have a valid lease to the premises for which the license is sought? Y ☑ N ☐
10. Have you ever been convicted of a felony under the laws of the United States or any state? Y ☐ N ☑
11. Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? Y ☐ N ☑
12. Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? *(If applicant is a corporation)* Y ☐ N ☑
13. Have you ever been convicted of pandering or any other crime opposed to decency and morality Y ☐ N ☑
14. Is the establishment located within 100' of any church, school, hospital, home for aged, indigent persons, or war veterans, their wives or children? Y ☐ N ☑

Bloomington ILLINOIS

## NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* RA

| TYPE | DESCRIPTION |
|---|---|
| CA | Clubs - All Types of Liquor |
| CB | Clubs - Beer and Wine Only |
| EA | Entertainment/Recreational Sports Venue - All Types of Liquor |
| EB | Entertainment/Recreational Sports Venue - Beer and Wine Only |
| GPA | Convenience Store - All Types of Liquor |
| GPB | Convenience Store - Beer and Wine Only |
| PA | Package Sales - All Types of Liquor |
| PB | Package Sales - Beer and Wine Only |
| RAP | Restaurant & Package Sales - All Types of Liquor |
| RA | Restaurant - All Types of Liquor |
| RB | Restaurant - Beer and Wine Only |
| TAP | Tavern & Package Sales - All Types of Liquor |
| TA | Tavern - All Types of Liquor |
| TB | Tavern - Beer and Wine Only |
| S | Sunday Sales |

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* continue as a Chili's restaurant

3. State the significance of a liquor license to your establishment, present or future:
The Chili's restaurant is experiencing a business owner change. It is important for the new owner/applicant to receive approval of the restaurant full liquor license to continue offering food and beverage service to guests.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? The liquor license approval will enable the new owner/applicant to continue to operate the Chili's and provide jobs and tax revenue to the local economy and offer guests a great dining experience.

5. Upon what facts do you base your answers to the previous question?
Feedback from the business management team and executives.

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y ☐ N ☑
   a. If you answered "YES" to the previous question, state the nature of such Entertainment:

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y ☑ N ☐
   a. If you answered "YES" to the previous question, from what sources will such revenue be derived? At this Chili's restaurant, food and non-alcohol sales revenues have been more than alcohol sales historically.

8. Do you intend to obtain an additional license for any of the following:

Y ☐ N ☑ Public Dancing*

Y ☐ N ☑ Tobacco*

Y ☐ N ☑ Amusement* (If yes, which type: _____)

Y ☐ N ☑ Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.

*AMUSEMENT*

| Type | Description |
|---|---|
| Auto Amusement Devices | Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description. |
| Musical Devices | A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece. |
| Theatre | Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made. |

*MISCELLANEOUS*

| Type | Description |
|---|---|
| Sidewalk Cafe | The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas. |
| Video Gaming | Currently Not Available; See City Code Chapter 7 Article XIII |

**IMPACT OF ESTABLISHMENT:**

1. State the location of your establishment:

Address: 2107N. Veterans Pkwy City/State: Bloomington, IL Zip: 61704

2. What hours will the establishment be open?

| DAY | TIME OPEN | DAY | TIME CLOSE |
|---|---|---|---|
| Monday: | 11 am | Monday: | 10:30 pm |
| Tuesday: | 11 am | Tuesday: | 10:30 pm |
| Wednesday: | 11 am | Wednesday: | 10:30 pm |
| Thursday: | 11 am | Thursday: | 10:30 pm |
| Friday: | 11 am | Friday: | 11:30 pm |
| Saturday: | 11 am | Saturday: | 11:30 pm |
| Sunday: | 11 am | Sunday: | 10:00 pm |

3. What type or types of building(s) adjoin the establishment? There are commercial buildings surrounding the Chili's restaurant.

   a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? _____

   b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? N/A -- surrounding area has commercial buildings

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): The Chili's restaurant faces out to Veterans Parkway (aka Historic US 66), a two-way, busy commercial street with lanes on each side. No curbside parking is allowed on Veterans Parkway. The street where guests make the turn into the Chili's parking lot is called There are striped parking spaces in the Chili's parcel located between Veterans Parkway and the Parkway shopping center.

5. How much additional traffic do you expect the establishment with a liquor license to generate? This is an existing Chili's restaurant. With the ownership change to Brinker Restaurant Corporation, the company does not expect liquor license approval will cause additional negative traffic effects.

6. Describe on and off street parking facilities to handle traffic anticipated:
   There are many striped surface parking spaces around the Chili's restaurant. See attached aerial photo.
   There are no off street parking facilities nearby.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? _____

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? The applicant expects demand and traffic at the Chili's restaurant to be consistent with historical operating patterns. The restaurant will continue to strive to be a welcoming restaurant in the community for all guests and be a good neighbor.

9. Upon what facts do you base your answer to the previous question? _____
   Input from the local management team.

RESPONSIBILITY:

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.

2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Y☐ N☑

a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor Ordinance? _____

---

DATED this 25th day of Nov, 2019.

SIGNED:

Daniel S. Fuller
Printed Name

[redacted]
Signature

VP, Treasurer, Asst. Sec.
Title

[redacted]
Address

Dallas, TX 75019
City/State/Zip Code

_____
Printed Name

_____
Signature

_____
Title

_____
Address

_____
City/State/Zip Code

# Application for the Sale of Alcoholic Beverages

**This application is being submitted as:**

☑ A New Application ☐ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS RA LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is **(Check One and Complete the Corresponding Section):**

☐ an Individual ☐ a Partnership ☑ a Corporation

If an **Individual:**

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Partnership:**

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Corporation/LLC:**

Date of Incorporation: 6/29/1990

State whether same is organized for **profit** ☑ or **nonprofit** ☐, under laws of the State of VA.

**(Attach objects of Incorporation according to the Charter of Corporation.)**

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address *(if more space is needed, attach additional page)*:

Name: Please see attached Title: _____

Address: _____ City/State/Zip: _____

Name: _____ Title: _____

Address: _____ City/State/Zip: _____

Bloomington ILLINOIS

3. Location and description of the premises or place of business to be operated under this license: 2107 N. Veterans Parkway, Bloomington, IL 61704

a. Legal Name: Brinker Restaurant Corporation

b. D/B/A: Chili's Grill & Bar

-- Please answer the following questions by selecting Y (yes) or N (no) --

Y ☐ N ☑ Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y ☐ N ☑ Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

Y ☑ N ☐ Is it proposed to sell food in this place of business?

Y ☐ N ☑ Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y ☑ N ☐ Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)?

If yes, please fully explain: See attached re: Christopher L. Green, Pres. & Sec. of Brinker Restaurant Corporation

Y ☐ N ☑ Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked?

If yes, give further details: _____

Y ☐ N ☑ Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y ☐ N ☑ Is the applicant herein, the owner of the premises for which this license is sought?

*If no, list the information of the building owner:*

Name: DB Triple Dipper Restaurant LLC Term of Lease: 9/5/19 to 11/1/2022

Address: 1345 Avenue of the Americas 46th Fl. City/State/Zip: New York, NY 10105

Y ☐ N ☑ 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 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: _____

_____

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 25th day of November, 2019

**A. Individual**

| Printed Name of Applicant | Signature of Applicant |
|---|---|

**B. Partnership**

Business Name

| Printed Name of Partner | Signature of Partner |
|---|---|
| Printed Name of Partner | Signature of Partner |

**C. Corporation/LLC**

Brinker Restaurant Corporation
Corporate Name

Christopher L. Green
Printed Name of President

[redacted]

ATTEST

Daniel S. Fuller
Printed Name of Secretary

[redacted] Signature of Secretary

And the following officers, directors, or majority stockholders:

| | |
|---|---|
| | |

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

## NOTARY ACKNOWLEDGEMENT

STATE OF ~~ILLINOIS~~ TEXAS )

) SS

COUNTY OF ~~MCLEAN~~ DALLAS )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 25th day of November, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Notary Public

My Commission Expires: 7/11/2021

Roberto Frano
Notary Public
State of Texas
Notary ID 125359226
07/11/2021

# Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

__X__ A New Application _____ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Brinker Restaurant Corporation

NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS RA LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CONTINUE FOR SIGNATURE PAGE

Bloomington ILLINOIS

Dated this 25th day of November, 2019

**A. Individual**

| Printed Name of Applicant | Signature of Applicant |
|---|---|

**B. Partnership**

Business Name

| Printed Name of Partner | Signature of Partner |
|---|---|
| Printed Name of Partner | Signature of Partner |

**C. Corporation/LLC**

Brinker Restaurant Corporation
Corporate Name

Christopher L. Green — [redacted]
Printed Name of President — Signature of President

ATTEST [redacted]

Daniel S. Fuller
Printed Name of Secretary — Signature of Secretary

And the following officers, directors, or majority stockholders:

| | |
|---|---|
| | |
| | |

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

City of Bloomington ILLINOIS

## NOTARY ACKNOWLEDGEMENT

STATE OF ~~ILLINOIS~~ TEXAS )

) SS

COUNTY OF ~~MCLEAN~~ DALLAS )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 25th day of November, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Notary Public

My Commission Expires: 7/11/2021

Roberto Frano Notary Public State of Texas Notary ID 12535922-6 07/11/2021

CITY OF Bloomington ILLINOIS

Town of Normal

# Bloomington / Normal Food & Beverage Tax Registration Form

| | |
|---|---|
| **Illinois Business Tax (IBT) #:** | 43267971 |
| **Date Business started at this location (Month\Day\Year):** | |
| **Describe your type of Business:** | restaurant |

| | |
|---|---|
| **DBA Business Name:** | Chili's Grill & Bar |
| Address: | 2107 N Veterans Parkway, Bloomington, IL 61704 |
| | |
| Contact: | Ken Martin, general manager |
| Phone: 309-663-8060 | Fax: |
| Email: | chilis437@bfcompanies.com |

| | |
|---|---|
| **Owner/Corporate Name:** (if different from above) | Brinker Restaurant Corporation |
| Address: | 3000 Olympus Blvd., Dallas, TX 75019 |
| | |
| Contact: | Tax Dept. |
| Phone: (972) 770-8764 | Fax: |
| Email: | tyisha.laymonde brinker.com |

**Please check here to have all correspondence mailed to corporate address instead of the physical address.** ☑

Type of Organization:

- ☐ Sole Proprietorship
- ☑ Corporation
- ☐ Other _____
- ☐ Partnership
- ☐ LLC

**Mail, Drop Off, Fax, or Email to:**

**Address:** City Hall
Finance Department
Room 100
109 E. Olive Street
Bloomington, IL 61702

**Fax:** 309-434-2463

**Email:** finance@cityblm.org

**Phone:** 309-434-2233

Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.

[redacted]
*Signature of Officer Empowered to Sign*

11/25/2019
*Date*

Daniel S. Fuller, Treasurer
*Print Name and Title*

© City of Bloomington, Illinois

## Brinker Restaurant Corporation's Ownership Structure Chart

Brinker International, Inc.

(Publicly-traded on the New York Stock Exchange. Ticker: EAT;

FEIN: 75-1914582)

↓

Brinker Restaurant Corporation

(a Virginia corporation; FEIN: 75-2340559)

Brinker Restaurant Corporation is a wholly-owned subsidiary of Brinker International, Inc.

Christopher L. Green and Daniel S. Fuller are the current officers and directors of Brinker Restaurant Corporation. Mr. Green is the president and secretary and Mr. Fuller is the vice president, treasurer, and assistant secretary of Brinker Restaurant Corporation.

The main corporate address for Brinker Restaurant Corporation and Brinker International, Inc. is 3000 Olympus Blvd., Dallas, TX 75019.

The main telephone number is 972-980-9917.

**BRINKER RESTAURANT CORPORATION,**
**a Virginia corporation**
**3000 Olympus Blvd., Dallas, TX 75019**
**972-980-9917**
**www.brinker.com and www.chilis.com**

Federal ID No. 75-2340559
Date of Incorporation: 06/29/1990
Re-domiciled from Delaware to Virginia: 6/28/2017

| | | |
|---|---|---|
| SHARES: | Authorized: | 10,000 Common, $.10 par value |
| | Issued: | 1,000 Common, $.10 par value |
| | | (Sole Shareholder - Brinker International, Inc., a Delaware corporation, publicly traded on the New York Stock Exchange under ticker symbol EAT) |

OFFICERS AND DIRECTORS
* Denotes Director

Christopher L. Green* — President and Secretary

[redacted]

DOB:
TX DL#: [redacted]

Daniel S. Fuller* — Vice President, Treasurer and Assistant Secretary

[redacted]

DOB:
TX DL#: [redacted]

*File Number* 7155-316-7

# STATE OF ILLINOIS

## OFFICE OF THE SECRETARY OF STATE

**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

BRINKER RESTAURANT CORPORATION, INCORPORATED IN VIRGINIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JULY 24, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

**In Testimony Whereof,** *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 1ST *day of* JULY *A.D.* 2019 .

Authentication #: 1918201553 verifiable until 07/01/2020.
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

0819924 - 2

**COMMONWEALTH OF VIRGINIA**
**STATE CORPORATION COMMISSION**

AT RICHMOND, JUNE 28, 2017

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Brinker Restaurant Corporation

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective June 28, 2017 at 11:59 p.m.

When the certificate becomes effective, Brinker Restaurant Corporation, a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Brinker Restaurant Corporation

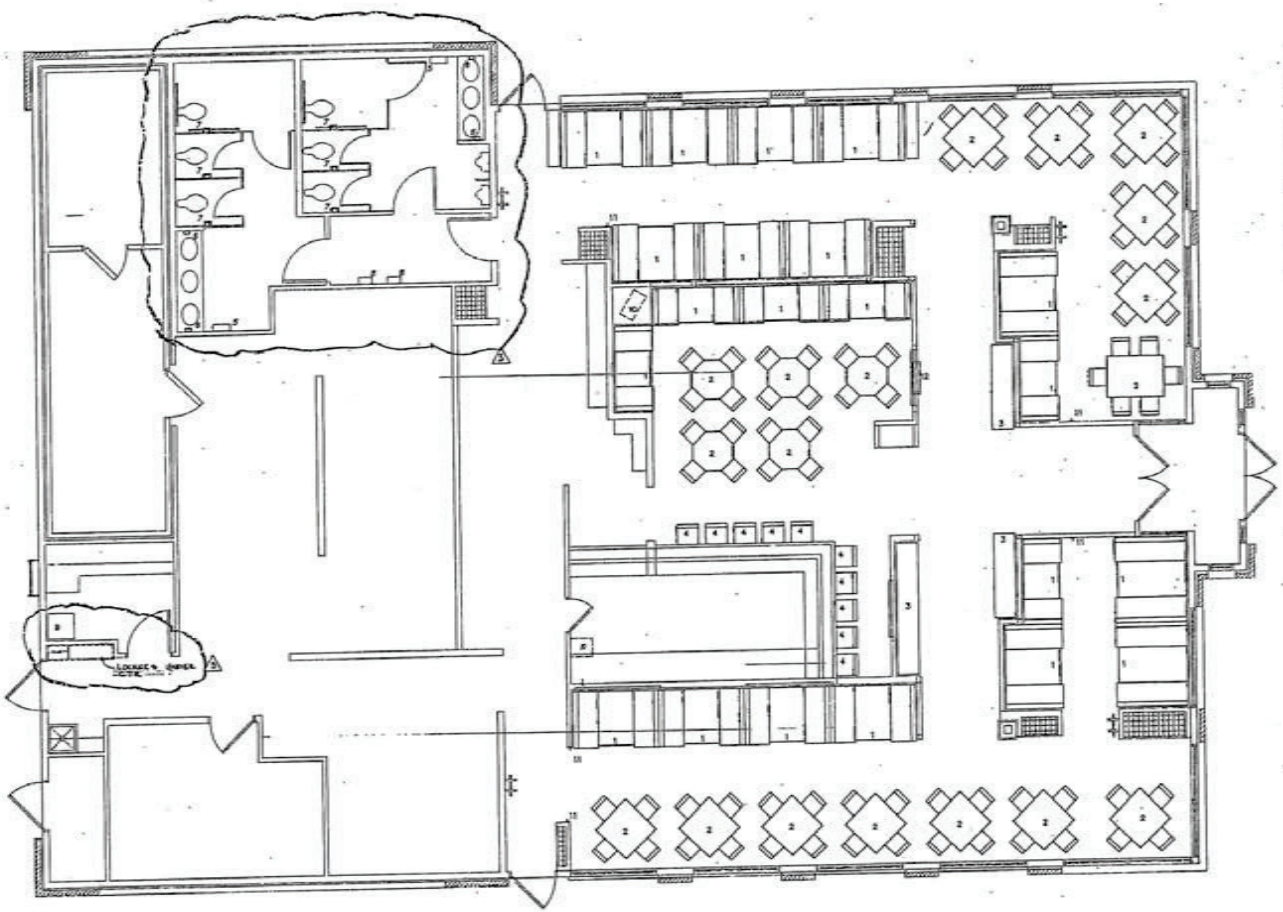
The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Judith Williams Jagdmann

Judith Williams Jagdmann
Commissioner

DOMACPT
CISJMA
17-06-26-1233



## SEATING CAPACITIES

| TYPES | PARTIES | SEATS | % |
|---|---|---|---|
| WAITING | | | |
| TWO TOPS | 4 | 8 | |
| FOUR TOPS | 5 | 20 | |
| BARSTOOLS | | 10 | |
| TOTAL | 9 | 38 | |
| DINING | | | |
| TWO TOPS | 2 | 4 | 3% |
| FOUR TOPS | 25 | 100 | 82% |
| SIX TOPS | 3 | 18 | 14% |
| TOTAL | 30 | 122 | 100% |
| CAPACITY | 39 | 160 | |

SQUARE FOOTAGE: 4732 SQ FT

## FURNISHINGS SCHEDULE

1 BOOTH*
2 TABLE AND CHAIRS*
3 BENCH
4 BAR STOOL
5 PAPER TOWEL DISPENSER
6 SOAP DISPENSER
7 TOILET TISSUE DISPENSER
8 PAY PHONE
9 SAFE
10 TELEVISION
11 COAT HOOK
12 T-SHIRT DISPLAY **

*REF DTL 12.27
**REF DTL 12.28

GENERAL NOTES

1. FOR THE PURPOSE OF THESE DRAWINGS AND ACCOMPANY SPECIFICATIONS, THE TERM "BY OWNER" SHALL MEAN ITEM PROVIDED BY OWNER, INSTALLED BY CONTRACTOR AS PART OF THE WORK OF THIS CONTRACT; THE ABBREVIATION "NIC" (NOT IN CONTRACT) SHALL MEAN ITEM PROVIDED AND INSTALLED BY OWNER UNDER SEPERATE CONTRACT.

2. ALL FURNISHINGS SHOWN THIS SHEET ARE NOT IN CONTRACT (NIC). GENERAL CONTRACTOR FURNISH ALL BLOCKING REQUIRED FOR FURNISHINGS SHOWN ON DRAWINGS.

| NO. | DATE | REVISIONS | BY |
|---|---|---|---|
| 3 | | [illegible] REVISIONS | JUT |
| 2 | | [illegible] REVISIONS | JUT |

PLAN NORTH

PLAN NORTH FOR ROOM FINISH SCHEDULE ONLY. REFER TO SITE PLAN FOR TRUE NORTH

16.01 FURNISHINGS PLAN
1/4"=1'-0"

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECTS OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

THE VINCENT ASSOCIATION + ARCHITECTS
THE TVA+A CORPORATION

BLOOMINGTON, IL
(CHANGE LIST #3 INCL.)

chili's GRILL & BAR 6x

JOB NUMBER
90076.00

SHEET NUMBER
A16
OF 17 SHEETS

DATE OF ORIGINAL ISSUE
15 JANUARY 1991

Misdemeanor details for Christopher L. Green, president and secretary of Brinker Restaurant Corporation:

On 1/13/1995 in Breckenridge, CO
Town of Breckenridge Police Department
Use of False Identification – Misdemeanor
$35 fine & $15 court costs

On 2/26/1999 in Lawrence, KS
Lawrence Police Department
DUI – Misdemeanor
Served 48 hours

[redacted]

Brinker Restaurant Corporation was, at one time, the lessee under a lease dated November 24, 1997. Brinker Restaurant Corporation then subleased its rights under the lease to ERJ Dining IV, LLC, when ERJ took over these restaurants on or about November 11, 2007.

Brinker Restaurant Corporation is re-acquiring the restaurant, the sublease has been terminated, and Brinker is again the responsible party under the terms of the original lease.

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, December 10, 2019 at 4:00 PM in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will hold a Public Hearing on a Change of Ownership Application from ERJ Dining IV, LLC, d/b/a Chili's Grill and Bar, to Brinker Restaurant Corporation, d/b/a Chili's Grill and Bar, located at 2107 N. Veterans Parkway. The potential owner (Brinker) is requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which is the same license type currently held by ERJ Dining IV, LLC.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted by mail at 109 E. Olive St., Bloomington, IL 61701, by telephone at (309) 434-2240, or by email at cityclerk@cityblm.org. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Leslie Yocum, City Clerk

Publication Date: November 30, 2019, Pantagraph Newspaper

Commissioner Jordan asked if all staff was BASSET trained. Mr. Patel responded affirmatively.

Commissioner Powell had no questions.

Mr. Boyle asked if there would be any changes to the business model. Mr. Patel confirmed there would not.

Commissioner Renner closed the Public Hearing at 4:13 p.m.

**Commissioner Powell made a motion, seconded by Commissioner Jordan, to positively approve the application to the City Council contingent upon the compliance with all building, health, and safety codes.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8. Public Hearing on a Change of Ownership Application from ERJ Dining IV, LLC, d/b/a Chili's Grill and Bar to Brinker Restaurant Corporation, d/b/a Chili's Grill and Bar, located at 2107 N. Veterans Parkway, who is requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:13 p.m.

Commissioner Renner asked if there was anyone who would like to speak for or against the application; none came forward.

Ken Martin, General Manager of Chili's Grill and Bar, after being sworn in, addressed the Commission. He explained the establishment would return to corporate ownership from the current franchised ownership.

Commissioner Renner inquired if there would be any changes to the establishment and if all employees were BASSET trained. Mr. Martin stated there would be no changes and that all staff was BASSET trained.

Commissioners Jordan and Powell had no questions.

Mr. Boyle asked about Mr. Martin's experience. Mr. Martin explained he has been an employee of Chili's for 22 years, a manager for 15 years, and the General Manager for approximately two years. Mr. Boyle asked Mr. Martin if he was a resident of McLean County. Mr. Martin responded affirmatively.

Commissioner Renner closed the Public Hearing at 4:15 p.m.

**Commissioner Jordan made a motion, seconded by Commissioner Powell, to positively approve the application to the City Council contingent upon the compliance with all building, health, and safety codes.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 9. Consideration and action on the notification of Change of Ownership from Grand Café, LLC, dba Grand Cafe, located at 2205 E. Oakland Ave, Ste A1 and A2, who currently holds a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, which allows the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

Commissioner Renner and Mr. Boyle discussed the action required and the difference between this item and a Public Hearing. Mr. Boyle explained the Commission would need to approve or disapprove the change in ownership and that under Chapter 6 Section 2 of the City Code a Change of Ownership can be done with or without a Public Hearing. Mr. Boyle continued, stating the LLC had three equal owners and one owner transferred his ownership equally to Mr. and Mrs. Mapugay. Ms. Amanda Mohan, Deputy Clerk, confirmed with Commissioner Renner that he did not wish to open this item as a Public Hearing.

Commissioner Renner asked if there was anyone who would like to speak for or against the application; none came forward.

Jimmy Mapugay, Owner of Grand Café, addressed the Commission. He explained the they intend to absorb the partner who was an initial investor. Mr. Mapugay stated this partner's interest in the business was repaid fully by Mr. and Mrs. Mapugay and the partner has not been involved in the establishment.

Commissioner Renner asked if there would be any significant changes to the business. Mr. Mapugay confirmed operations would remain the same.

Commissioner Jordan confirmed with Mr. Mapugay that he and his wife would be the sole owners. Mr. Mapugay responded affirmatively.

Commissioner Jordan asked Mr. Boyle if there were any pending issues with Grand Café. My. Boyle explained there was a tax issue that has since been resolved. He also mentioned there were court cases and a judgement related to the old building, but that it is staff's opinion that those should not hold up the transfer of ownership.

**Commissioner Powell made a motion, seconded by Commissioner Jordan, to positively approve the application to the City Council contingent upon the compliance with all building, health, and safety codes.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

**Motion carried.**

The following was presented:

**Old Business**

**New Business**

**Adjournment**

**Commissioner Powell made a motion, seconded by Commissioner Jordan, to adjourn.**

# CONSENT AGENDA ITEM NO. 7.I

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** City Clerk Department

**WARD IMPACTED**: Ward 3

**SUBJECT**: Consideration and action on the Application of Sarahbest, Inc. d/b/a Bloomington Rosati's Pizza, located at 203 N. Prospect Road, #300, requesting an RBS (Restaurant, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

**RECOMMENDED MOTION:** The proposed License be approved contingent upon compliance with all building, health, and safety codes.

**STRATEGIC PLAN LINK:**
-Goal 5. Great Place – Livable, Sustainable City
-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
-Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** Sarahbest, Inc. d/b/a Bloomington Rosati's Pizza, located at 203 N. Prospect Road, #300, is a restaurant currently in operation that offers Italian cuisine with a focus on pizza. The applicant seeks to expand their menu by offering beer and wine. This item was pulled from the November 12, 2019 Liquor Commission due to a scrivener's error in the physical address included on the meeting agenda. In an effort to ensure appropriate notice of the license request, the item was moved to the next meeting.

On December 10, 2019, the Liquor Commission unanimously voted to approve the above stated request and forward the application to the City Council for consideration (draft minutes attached).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with City Code, on November 2, 2019 and November 30, 2019 public notices were published in the Pantagraph. For both dates, 55 courtesy copies of the Public Notices were mailed to properties within 500 feet of the business.

**FINANCIAL IMPACT:** The annual license fee for a Class RBS liquor license is $1,350, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 120. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**COMMUNITY DEVELOPMENT IMPACT:** ED-1.1 Focus on retention and expansion of existing businesses.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

Leslie Yocum, City Clerk 12/11/2019

Chris Tomerlin, Budget Manager 12/11/2019

George Boyle

George Boyle, Assistant Corporation Counsel 12/11/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- 5B Rosati's Pizza Bloomington Application_Redacted
- 5C Public Notice - BLM Rosati's (RBS) - December
- 5D Public Notice - BLM Rosati's (RBS) - November
- 5E Liq Com Draft Minutes 12-10-2019_BLM Rosati's Pizza

# Liquor License Application Packet - 2019

Thank you for your interest in applying for a liquor license with the City of Bloomington. The contents of this packet are separated into four (4) sections. The sections are as follows:

**Section One - Information and Important Dates**

This section contains all information needed to complete a liquor application packet. In this section are the following:

- Letter from the Mayor to the Applicant explaining the application process
- Procedures for Obtaining a City of Bloomington Liquor License
- Liquor License Frequently Asked Questions
- 2019 Meeting Calendar and Invoice Dates
- 2019 Liquor License Fee Schedule
- Liquor License Classifications

**Section Two - Required Applications to be Completed**

- Business Contact Sheet
- Liquor License Questionnaire
- Application for Liquor
- Application for Sunday Sale of Liquor
- Personal Financial Statement - *In lieu of the attached form, the applicant may attach a form that accurately states the assets and liabilities of the individual, partnership, or Corporation/LLC.*

**Section Three - Required Documents to be Submitted**

- A Penal Bond to the City of Bloomington in the sum of $2,000 - *A sample bond is provided for reference*
- DRAM Shop Liquor Liability Insurance - *The City of Bloomington must be listed as the Certificate Holder*
- Articles of Incorporation & Proof of Good Standing with the State of IL - *Only applies to Corporations or Limited Liability Companies*
- Copy of Lease
- Site/Floor Plan
- BASSET CERTIFICATES - *Required BEFORE license can be issued*

**Section Four - Tax Information**

- Food & Beverage Tax Form
- Package Liquor Tax Form - *This is only required if the license classification you are applying for has a Package (P) component.*

CITY OF Bloomington ILLINOIS

# ROUTE SLIP FOR LIQUOR APPLICATION

Name of Establishment: Rosati's Pizza Bloomington IL

Address of Establishment: 203 N. Prospect, Suite 300, Bloomington, IL 61704

Name of Owner(s): 1. Faizan Kanchwala 2. _____

Owner 1 - DOB: [redacted] SS#: [redacted]

Phone Number: [redacted]

Owner 2 - DOB: _____ SS#: _____

Phone Number: _____

## REQUIRED DOCUMENTS TO BE FILED AT TIME OF APPLICATION

1. [X] Business Contact Sheet
2. [X] Questionnaire
3. [X] Application for Liquor (Notarized)
4. [X] Application for Sunday Sales (Notarized)
5. [X] Financial Statement
6. [X] Bond
7. [X] Evidence of Dram Shop Insurance
8. [X] Articles of Incorporation
9. [X] Copy of Lease
10. [X] Site/Floor Plan
11. [ ] BASSET Certificates*
12. [X] Proof of Good Standing (State of IL)
13. [X] Food & Beverage/Package Tax Forms
14. [ ] $400 Application Fee

*All servers and bouncers (i.e. those required to check ID's)
*BASSET Certificates are required BEFORE license can be issued

## OFFICE USE ONLY

| | | | |
|---|---|---|---|
| 10/08/2019 | Date Received | 11/12/19 | Possible Public Hearing Date |
| _____ | Receipt # | 12/11/19 | Possible Council Date |
| _____ | Check # (*if applicable*) | 10/23/19 | Date Tax Form Sent to Finance |
| J.C. | Staff Initials | | |

## INSPECTIONS

____ Building Safety ____ Fire Safety ____ Health Department

## OTHER REQUIRED LICENSES

| | | | | |
|---|---|---|---|---|
| Y / [N] | Public Dancing | Y / [N] | Amusement | If yes, what type: _____ |
| Y / [N] | Tobacco | Y / [N] | Miscellaneous | If yes, what type: _____ |

BUS ID: _____ CLASS: RBS TYPE OF APPLICATION: New License

UPDATED 02/2019

OFFICE USE ONLY

Submittal Date: 10/8/19

Renewal Type (A, SA): _____

Staff Initials: _____

CITY OF Bloomington ILLINOIS

# Business Contact Sheet

**PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARY AND COMPLETELY.**

| | |
|---|---|
| Legal Name (Individual, Partnership, Corportation/LLC): | Sarahbest Inc. |
| Doing Business As (D/B/A): | Bloomington Rosati's Pizza |
| Business Address: | 203 N Prospect Road, #300 |
| City/State: | Bloomington IL |
| Zip Code: | 61704 |
| Business Phone Number: | [redacted] |
| Business Email Address: | [redacted] |

Please list an email address where all billing information will be received by the business. *Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.*

**Billing Email Address:** [redacted]

## License Renewals

Please list those responsible for **License Renewals** for the above establishment.

Primary Contact:

**Name:** Faizan Kanchwala **Phone Number:** [redacted]

**Address:** [redacted] **City/State:** [redacted] **Zip Code:** [redacted]

Alternate Contact:

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

Manager:

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

# Liquor License Application Questionnaire

**TO THE APPLICANT:**

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

**LEGAL REQUIREMENTS:**

1. Have you attained the age of 21 years? Y ☑ N ☐
2. Have you ever had a Bloomington liquor license revoked for any cause? Y ☐ N ☑
3. Have you been a resident of the City of Bloomington for one year? Y ☐ N ☑
4. Are you eligible for a state retail liquor dealer's license? Y ☑ N ☐
5. Are you a citizen of the United States? Y ☑ N ☐
6. Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? Y ☐ N ☑
7. Are you a person of good character and reputation? Y ☑ N ☐
8. Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor? Y ☐ N ☑
9. Do you own or have a valid lease to the premises for which the license is sought? Y ☑ N ☐
10. Have you ever been convicted of a felony under the laws of the United States or any state? Y ☐ N ☑
11. Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? Y ☐ N ☑
12. Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? *(If applicant is a corporation)* Y ☐ N ☑
13. Have you ever been convicted of pandering or any other crime opposed to decency and morality Y ☐ N ☑
14. Is the establishment located within 100' of any church, school, hospital, home for aged, indigent persons, or war veterans, their wives or children? Y ☐ N ☑

Bloomington ILLINOIS

**NATURE OF LICENSE:**

1. What class liquor license are you seeking? *(Please read descriptions below)* RB/S

| TYPE | DESCRIPTION |
|---|---|
| CA | Clubs - All Types of Liquor |
| CB | Clubs - Beer and Wine Only |
| EA | Entertainment/Recreational Sports Venue - All Types of Liquor |
| EB | Entertainment/Recreational Sports Venue - Beer and Wine Only |
| GPA | Convenience Store - All Types of Liquor |
| GPB | Convenience Store - Beer and Wine Only |
| PA | Package Sales - All Types of Liquor |
| PB | Package Sales - Beer and Wine Only |
| RAP | Restaurant & Package Sales - All Types of Liquor |
| RA | Restaurant - All Types of Liquor |
| RB | Restaurant - Beer and Wine Only |
| TAP | Tavern & Package Sales - All Types of Liquor |
| TA | Tavern - All Types of Liquor |
| TB | Tavern - Beer and Wine Only |
| S | Sunday Sales |

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* It is an italian restaurant that will benefit with the addition of beer and wine to keep up with local competition

3. State the significance of a liquor license to your establishment, present or future:
Local businesses around us are serving beer and wine. This includes local Italian businesses. It will be beneficial to our future growth to include this to our menu.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Residents will be able to enjoy drinks with their food and relax while eating great Italian food.

5. Upon what facts do you base your answers to the previous question?
We get asked about if we have beer and wine all the time when families come in to dine and enjoy a good meal.

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y ☐ N ☑
a. If you answered "YES" to the previous question, state the nature of such Entertainment:

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y ☑ N ☐
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? Pizza, Pasta, Salad, Sandwiches, and various other Italian foods.

8. Do you intend to obtain an additional license for any of the following:

Y ☐ N ☑ Public Dancing*

Y ☐ N ☑ Tobacco*

Y ☐ N ☑ Amusement* (If yes, which type: _____)

Y ☐ N ☑ Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.

*AMUSEMENT*

| Type | Description |
|---|---|
| Auto Amusement Devices | Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description. |
| Musical Devices | A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece. |
| Theatre | Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made. |

*MISCELLANEOUS*

| Type | Description |
|---|---|
| Sidewalk Cafe | The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas. |
| Video Gaming | Currently Not Available; See City Code Chapter 7 Article XIII |

**IMPACT OF ESTABLISHMENT:**

1. State the location of your establishment:

Address: 203 N. Prospect #300 City/State: Bloomington/IL Zip: 61704

2. What hours will the establishment be open?

| DAY | TIME OPEN | DAY | TIME CLOSE |
|---|---|---|---|
| Monday: | 10:00 AM | Monday: | 10:00 PM |
| Tuesday: | 10:00 AM | Tuesday: | 10:00 PM |
| Wednesday: | 10:00 AM | Wednesday: | 10:00 PM |
| Thursday: | 10:00 AM | Thursday: | 10:00 PM |
| Friday: | 10:00 AM | Friday: | 11:00 PM |
| Saturday: | 10:00 AM | Saturday: | 11:00 PM |
| Sunday: | 10:00 AM | Sunday: | 10:00 PM |

3. What type or types of building(s) adjoin the establishment? It is standalone with two other buisinesses in the same building.

   a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? N/A

   b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? N/A

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Two way, roughly 22 feet each way

5. How much additional traffic do you expect the establishment with a liquor license to generate? We hope to see at least 20 percent

6. Describe on and off street parking facilities to handle traffic anticipated:
   We have plenty of parking available to accommadate.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? Immediate area, none. However, roughly 4 within driving distance.

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Demand is high already for the great food we serve. With the addition of beer and wine sales, this hopefully will only grow.

9. Upon what facts do you base your answer to the previous question? We track all our business, and due to increasing competition in the area, and already due to the fact that we have great food, we will hopefully continue to grow in terms of demand.

**RESPONSIBILITY:**

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.

2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Y☐ N☑

a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor Ordinance? N/A

---

**DATED** this 3 day of October, 20 19.

**SIGNED:**

Faizan Kanchwala
Printed Name

[redacted]
Signature

President
Title

[redacted]
Address

[redacted]
City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code

# Application for the Sale of Alcoholic Beverages

**This application is being submitted as:**

☑ A New Application ☐ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS RB/S LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is **(Check One and Complete the Corresponding Section):**

☐ an Individual ☐ a Partnership ☑ a Corporation

If an **Individual:**

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Partnership:**

Following are the names of all partners who are entitled to share in any profit of the business:

N/A

Name: ~~Faizan Kanchwala~~ Age: [redacted]

Address: [redacted] City/State/Zip: [redacted]

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☑

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Corporation/LLC:**

Date of Incorporation: Dec. 28. 2018

State whether same is organized for profit ☑ or nonprofit ☐, under laws of the State of IL.

**(Attach objects of Incorporation according to the Charter of Corporation.)**

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address *(if more space is needed, attach additional page)*:

Name: Faizan Kanchwala Title: President

Address: [redacted] City/State/Zip: [redacted]

Name: _____ Title: _____

Address: _____ City/State/Zip: _____

City of Bloomington ILLINOIS

3. Location and description of the premises or place of business to be operated under this license: Bloomington Rosati's Pizza, Italian Restaurant in a leased space

a. Legal Name: Sarahbest Inc.

b. D/B/A: Bloomington Rosati's Pizza

-- Please answer the following questions by selecting Y (yes) or N (no) --

Y ☐ N ☑ Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y ☐ N ☑ Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

Y ☑ N ☐ Is it proposed to sell food in this place of business?

Y ☐ N ☑ Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y ☐ N ☑ Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)?

If **yes**, please fully explain: _____

Y ☐ N ☑ Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked?

If **yes**, give further details: _____

Y ☐ N ☑ Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y ☐ N ☑ Is the applicant herein, the owner of the premises for which this license is sought?

*If no, list the information of the building owner:*

Name: _____ Term of Lease: _____ to _____

Address: _____ City/State/Zip: _____

Y ☐ N ☑ 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 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: We are trying to keep up with other Rosati's Pizza restaurants, a brand with over 200 locations. The majority are trying to add beer/wine to their menus.

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 3 day of October , 2019

**A. Individual**

Printed Name of Applicant _____ Signature of Applicant _____

**B. Partnership**

Business Name _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

**C. Corporation/LLC**

Sarahbest Inc.
Corporate Name

Faizan Kanchwala
Printed Name of President

[redacted]
Signature of President

**ATTEST**

Faizan Kanchwala N/A
Printed Name of Secretary

JODEE CESARIO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
Sep 22, 2022

Signature of Secretary

And the following officers, directors, or majority stockholders:

_____ _____

_____ _____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

City of Bloomington ILLINOIS

# NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 8 day of October, 20 19, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Jodee Cesario
Notary Public

JODEE CESARIO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 02, 2022

My Commission Expires: April 2, 2022

# Application for the Sunday Sale of Alcoholic Beverages

**This application is being submitted as:**

✓ A New Application _____ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Sarahbest Inc.

**NAME OF APPLICANT**

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS RB LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CONTINUE FOR SIGNATURE PAGE

Dated this 3 day of October , 2019

**A. Individual**

| Printed Name of Applicant | Signature of Applicant |
|---|---|

**B. Partnership**

Business Name

| Printed Name of Partner | Signature of Partner |
|---|---|
| Printed Name of Partner | Signature of Partner |

**C. Corporation/LLC**

Sarahbest Inc.
Corporate Name [redacted]

Faizan Kanchwala
Printed Name of President

[redacted]
Signature of President

**ATTEST**

Faizan Kanchwala N/A
Printed Name of Secretary

JODEE CESARIO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 02, 2022

Signature of Secretary

And the following officers, directors, or majority stockholders:

| | |
|---|---|
| | |

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

City of Bloomington ILLINOIS

## NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 8 day of October, 20 19, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Jodee Cesario
Notary Public

My Commission Expires: April 2, 2022

JODEE CESARIO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 02, 2022

# PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

| **Section 1 - Individual Information** *(Please type or print legibly)* | |
|---|---|
| Name: | Faizan Kanchwala |
| Address: | [redacted] |
| City, State & Zip Code: | [redacted] |
| Personal Phone Number: | [redacted] |
| Position or Occupation: | Business Owner |
| Length of Employment: | 1- years |
| Business Name: | Rosati's Pizza |
| Business Address: | [redacted] |
| City, State & Zip Code: | |
| Business Phone Number: | |

| **Section 2 - Other Party Information** *(Please type or print legibly)* | |
|---|---|
| Name: | |
| Address: | |
| City, State & Zip Code: | |
| Personal Phone Number: | |
| Position or Occupation: | |
| Length of Employment: | |
| Business Name: | |
| Business Address: | |
| City, State & Zip Code: | |
| Business Phone Number: | |

## Sarahbest inc. dba: Bloomington Rosati's Pizza

Located at 203 N Prospect Road, #300, Bloomington, IL 61704

The financial statements were removed from the application packet for the privacy and protection of the applicant's financial information.

City of Bloomington ILLINOIS

## SCHEDULE F
*Business Ventures*

| List Name & Address of Any Business Venture in Which You are a Principal or Partner | Total Assets Listed in Section 3 | Your % of Ownership | Your Position/ Tile in the Business | Total Assets of Business | Line of Business | Years in Business |
|---|---|---|---|---|---|---|
| Sarahbest Inc. | [redacted] | | | | | |
| Faizan Inc. | | | | | | |
| | | | | | | |
| | | | | | | |

**DATED** this 3 day of October, 20 19.

| Individual | Other Party |
|---|---|
| [redacted] | |
| Social Security Number | Social Security Number |
| [redacted] | |
| Date of Birth | Date of Birth |
| Faizan Kanchwala | |
| Printed Name | Printed Name |
| [redacted] | |
| Signature | Signature |

UPDATED 02/2019

Effective Date: October 8th, 2019

Bond No. [redacted]

# BOND OF LICENSE
# FOR THE SALE OF INTOXICATING LIQUOR

*Know All Men by these presents, that we,* SARAHBEST, INC.

*as principal and* WESTERN SURETY COMPANY

*as sureties, are held and firmly bound unto the* ***CITY OF BLOOMINGTON,*** *a municipal corporation, of the State of Illinois, in the penal sum of* ***TWO THOUSAND DOLLARS,*** *lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.*

***WITNESS*** *our hands and seals this* 8th *day of* October, *A.D.* 2019
*The condition of the above obligation is such, that whereas, the above bounden principal has applied to the City Liquor Commission of said City for a Class* _____ *License to sell intoxicating liquor in said City.*

*Now, therefore, if said license is granted and issued and said above bounden principal shall faithfully observe and comply with the provisions of the ordinance of said City under which said license is granted, and with the laws of the State of Illinois and the United States of America applying to the sale, and possession for the purpose of sale, of intoxicating liquor as defined in said ordinance, during the existence of the license above referred to, then this obligation to be void, other wise to remain in full force and effect.*

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

_____ *(Seal)*

[redacted] WESTERN SURETY COMPANY *(Seal)*

[redacted] *(Seal)*

Paul T. Bruflat, Vice President

# Western Surety Company

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:**

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor City of Bloomington

bond with bond number [redacted]

for SARAHBEST, INC.

as Principal in the penalty amount not to exceed: $ 2,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 8th day of October, 2019.

ATTEST [redacted]
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By [redacted]
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 8th day of October, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires June 23, 2021

J Mohr
Notary Public

**To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.**

Form F1975-1-2016

# CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ☐
American Family Mutual Insurance Company, S.I. If selection box is not checked.
6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
Sarahbest Inc
1709 Larson Ave
Saint Charles, IL 60174

Agent's Name, Address and Phone Number (Agt./Dist.)
Martin W Walsh
790 W BARTLETT RD
BARTLETT, IL 60103
(630) 893-1461 (076/809)

**This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.**
**This certificate does not amend, extend or alter the coverage afforded by the policies listed below.**

**COVERAGES**

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

| TYPE OF INSURANCE | POLICY NUMBER | POLICY DATE EFFECTIVE (Mo, Day, Yr) | POLICY DATE EXPIRATION (Mo, Day, Yr) | LIMITS OF LIABILITY | | |
|---|---|---|---|---|---|---|
| **Homeowners/ Mobilehomeowners Liability** | | | | Bodily Injury and Property Damage Each Occurrence | $ | ,000 |
| **Boatowners Liability** | | | | Bodily Injury and Property Damage Each Occurrence | $ | ,000 |
| **Personal Umbrella Liability** | | | | Bodily Injury and Property Damage Each Occurrence | $ | ,000 |
| **Farm/Ranch Liability** | | | | Farm Liability & Personal Liability Each Occurrence | $ | ,000 |
| | | | | Farm Employer's Liability Each Occurrence | $ | ,000 |
| **Workers Compensation and Employers Liability †** | [redacted] | 01/24/2019 | 01/24/2020 | Statutory | | ********** |
| | | | | Each Accident | $ | 100,000 |
| | | | | Disease - Each Employee | $ | 100,000 |
| | | | | Disease - Policy Limit | $ | 500,000 |
| **General Liability** ☐ Commercial General Liability (occurrence) ☐ ☐ | | | | General Aggregate | $ | ,000 |
| | | | | Products - Completed Operations Aggregate | $ | ,000 |
| | | | | Personal and Advertising Injury | $ | ,000 |
| | | | | Each Occurrence | $ | ,000 |
| | | | | Damage to Premises Rented to You | $ | ,000 |
| | | | | Medical Expense (Any One Person) | $ | ,000 |
| **Businessowners Liability** | [redacted] | 01/24/2019 | 01/24/2020 | Each Occurrence†† | $ | 1,000,000 |
| | | | | Aggregate†† | $ | 2,000,000 |
| **Liquor Liability** | [redacted] | 10/08/2019 | 10/08/2020 | Common Cause Limit | $ | 1,000,000 |
| | | | | Aggregate Limit | $ | 2,000,000 |
| **Automobile Liability** ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Auto ☐ Nonowned Autos ☐ | | | | Bodily Injury - Each Person | $ | ,000 |
| | | | | Bodily Injury - Each Accident | $ | ,000 |
| | | | | Property Damage | $ | ,000 |
| | | | | Bodily Injury and Property Damage Combined | $ | ,000 |
| **Excess Liability** ☐ Commercial Blanket Excess ☐ | | | | Each Occurrence/Aggregate | $ | ,000 |

**Other (Miscellaneous Coverages)**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS
Additional Insured: City of Bloomington

†The individual or partners shown as insured elected to be covered under this policy. ☐ Have ☐ Have not

††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

**CERTIFICATE HOLDER'S NAME AND ADDRESS**

City of Bloomington
109 E Olive Street
Bloomington, IL 61704

**CANCELLATION**

☒ Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *( 30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.

☐ This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

| DATE ISSUED | AUTHORIZED REPRESENTATIVE |
|---|---|
| 10/08/2019 | Martin Walsh |

U-201 Ed. 5/00

Stock No. [redacted]

## Sarahbest inc. dba: Bloomington Rosati's Pizza

Located at 203 N Prospect Road, #300, Bloomington, IL 61704

The Articles of Incorporation were removed from the application packet for the privacy and protection of the applicant's financial information.

*File Number* [redacted]

# STATE OF ILLINOIS

## OFFICE OF THE SECRETARY OF STATE

## *To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

SARAHBEST INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 28, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

***In Testimony Whereof,*** *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 13TH *day of* SEPTEMBER *A.D.* 2019 .

Authentication #: [redacted] verifiable until 09/13/2020

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

# Corporation/LLC Search/Certificate of Good Standing

## Receipt

Your Certificate of Good Standing has been processed. If you have any questions concerning your purchase, please contact us through the Business Services Contact Form.

**Please print this receipt for your records.**

### Fee For This Transaction

| | |
|---|---|
| Purchase Date | 2019-09-13 12:52 PM |
| Authentication Number | [redacted] |
| Confirmation Number | [redacted] |
| Payment Method | CREDIT CARD |
| Transaction Fee | $25.00 |
| Payment Processor Fee | $1.00 |
| **Total Fee** | **$26.00** |
| Printable Document | Print Certificate PDF |

**A payment processor fee of 2.35% will be assessed for Credit Cards or a fee of $1.22 will be assessed for Electronic Checks (if accepted).**

- Return to the Search Screen
- The printable version is viewable with the latest version of Adobe Acrobat Reader.

## Amanda Mohan

**From:** Rosati's Pizza [redacted]
**Sent:** Tuesday, October 29, 2019 8:26 PM
**To:** Amanda Mohan
**Subject:** Re: Bloomington Rosati's Pizza Liquor Application

1. The address is listed multiple times in different locations on the application. Please clarify if the address is 203 N Prospect Road or 203 N Prospect Road #300.
   Correct Address: 203 N Prospect Ave #300, Bloomington IL 61704
2. You noted that you have not been a resident of the City of Bloomington for at least one year.
   1. Is the general manager a resident of the City of Bloomington? YES
   2. Have you been a resident of McLean County for at least one year? I have not, however, the manager has been, yes

3. On the application, you marked no for all additional licenses types including Amusement. However, my co-worker stated you expressed interest in a possible video gaming license. Please confirm so that all information on the application is true and accurate. There was some confusion, initially I thought these licenses went hand in hand, because I came that day very early in the morning, I thought there was limits being placed on liquor licenses as well, but that was not the case. Was just inquiring about it, that is all. My only reason for liquor is to expand my menu offerings to match more in line with the newer Rosati's Pizza menu concept which offers alcohol.

4. The application requires information on adjoining establishments and a map of the establishment.
   1. It appears on the application, for the question "What type or types of building(s) adjoin the establishment?" you answered "It is standalone with tow other businesses in the same building." Therefore, we need the types of establishments listed. 1) One business is a hair salon named "Who Does Your Hair", and the other is a women's clothing shop named "Shoo Shoo Baby"
   2. For the question following asking for the hours of operations of the adjoining establishments, you marked "N/A" but, there are two establishments in the building. Therefore, we need their hours of operation. "Who Does Your Hair" Hours: Monday: 3pm-8pm. Tuesday/Wednesday: 12pm-9pm. Thursday: 10AM-8PM. Friday 9AM-7AM. Saturday: 8AM-2PM. Sunday: Closed. Shoo Shoo Baby Hours: Monday-Friday: 10 AM-6 PM. Saturday: 10AM-4PM. Sunday: Closed
   3. For the question following concerning the adjoining building, it asks what they are. Can you confirm these two you mentioned above are commercial businesses? Yes they are commercial businesses.

5. For the question referencing how many establishments in the immediate area of your establishment have liquor licenses, you stated none in the immediate area but four within driving distance. Doing a search, it appears that there is one within the immediate area with a package liquor license and there are five establishments within close proximity. Can you please confirm? You are right. I was confused as to what the word "immediate" meant. I thought it meant about in the same shopping center. However, Noodles does not have it anymore to my knowledge.

6. Has this establishment has been in business for more than one year?
   1. If yes, it is required you attach a financial statement of the establishment's last fiscal year to the application. It appears you may have submitted personal information?
      Business has been established for fourteen years, however, it has not been a year yet since my ownership has taken place. I became the owner roughly 11 months ago. I can call the office tomorrow and elaborate further on this matter if need be. In regards to the second question, in the liquor application booklet, the header says "Personal Financial Statement"

7. It was noted that the applicant is not the owner of the building, however, the information was not filled in for the building owner. Please submit the name and address of the building owner and the term of lease. Owner is located at: 2309 E Empire St #600, Bloomington, IL 61704. The name of the building owner is Meredith Lovelass at Meredith's Commercial Properties in Bloomington IL. The current lease term expires in the middle of 2020 but there is an option on there for another 3 years which will be exercised.

8. The lease provided is signed by Prospect Italian Foods, LLC not Sarahbest, Inc. Could you please elaborate? Rosati's Pizza in Bloomington has been around since 2006. The original lease was a long term lease. At one point, this was a corporate owned location, but I am the current franchisee now. I have a franchise agreement with Rosati's Corporate, and I have a third lease addendum which I can attach as well for you to see that Sarahbest Inc. is on. Sarahbest Inc has a franchise agreement with Rosati's corporate and it is a 15 year agreement.

9. You submitted the Package Liquor Tax Registration Form but, you did not indicate in the application that you were seeking package sales. Please confirm if you would like package sales. Please disregard this then, I filled it out thinking it was also required.

10. If approved by the Liquor Commission and City Council, would you prefer to be billed annually or semi-annually?
    - Annual licenses are billed November 1st and Due by December 1st (or 2nd if the 1st is on a weekend) and the license is valid from January 1st to December 31st.
    - Semi-Annual licenses are billed November 1st and Due by December 1st (or 2nd if the 1st is on a weekend) and the license is valid from January 1st to June 30th and then billed May 1st and due June 1st and is valid from July 1st to December 31st. Being Billed annually is fine for me, thank you.

In the next email, I have attached my BASSET certificate as well as that third lease addendum which I mentioned.

On Wed, Oct 23, 2019 at 3:11 PM Amanda Mohan <amohan@cityblm.org> wrote:

> Good afternoon,
>
> Thank you for your submitting your application. During the review of the applications for Sarahbest, Inc. d/b/a Bloomington Rosati's Pizza to be located at 203 N Prospect Road, a few questions came up. I listed them below. Please answer each question and I will add the answers to the application for you.
>
> 1. The address is listed multiple times in different locations on the application. Please clarify if the address is 203 N Prospect Road or 203 N Prospect Road #300.
>
> 2. You noted that you have not been a resident of the City of Bloomington for at least one year.
>    1. Is the general manager a resident of the City of Bloomington?
>    2. Have you been a resident of McLean County for at least one year?

3. On the application, you marked no for all additional licenses types including Amusement. However, my co-worker stated you expressed interest in a possible video gaming license. Please confirm so that all information on the application is true and accurate.

4. The application requires information on adjoining establishments and a map of the establishment.
    1. It appears on the application, for the question "What type or types of building(s) adjoin the establishment?" you answered "It is standalone with tow other businesses in the same building." Therefore, we need the types of establishments listed.
    2. For the question following asking for the hours of operations of the adjoining establishments, you marked "N/A" but, there are two establishments in the building. Therefore, we need their hours of operation.
    3. For the question following concerning the adjoining building, it asks what they are. Can you confirm these two you mentioned above are commercial businesses?

5. For the question referencing how many establishments in the immediate area of your establishment have liquor licenses, you stated none in the immediate area but four within driving distance. Doing a search, it appears that there is one within the immediate area with a package liquor license and there are five establishments within close proximity. Can you please confirm?

6. Has this establishment has been in business for more than one year?
    1. If yes, it is required you attach a financial statement of the establishment's last fiscal year to the application. It appears you may have submitted personal information?

7. It was noted that the applicant is not the owner of the building, however, the information was not filled in for the building owner. Please submit the name and address of the building owner and the term of lease.

8. The lease provided is signed by Prospect Italian Foods, LLC not Sarahbest, Inc. Could you please elaborate?

9. You submitted the Package Liquor Tax Registration Form but, you did not indicate in the application that you were seeking package sales. Please confirm if you would like package sales.

10. If approved by the Liquor Commission and City Council, would you prefer to be billed annually or semi-annually?

- Annual licenses are billed November 1st and Due by December 1st (or 2nd if the 1st is on a weekend) and the license is valid from January 1st to December 31st.

- Semi-Annual licenses are billed November 1st and Due by December 1st (or 2nd if the 1st is on a weekend) and the license is valid from January 1st to June 30th and then billed May 1st and due June 1st and is valid from July 1st to December 31st.

Please respond as soon as possible so that we can continue to process the application. If you have any questions or need more clarification, please do not hesitate to reach out. Thank you.

Sincerely,

**Amanda Mohan**

*Records and Licensing Specialist*

City Clerk Department

City of Bloomington

109 E. Olive Street

Bloomington, IL 61701

(309) 434-2287

Websense: Click here to report this email as spam.

# LEASE AGREEMENT

THIS AGREEMENT made and entered into this 15th day of March, 2006 by and between Lot #2 Prospect, LLC, hereinafter called "Lessor" and Prospect Italian Foods, LLC a Nevada Corporation, hereinafter called "Lessee."

WITNESSETH:

1. DEMISED PREMISES:

1.1. Lessor does hereby let and lease to Lessee and Lessee does hereby hire and take from Lessor Suite 300 at 203 North Prospect, Bloomington, Illinois 61704 consisting of approximately 1633.33 square feet. Attached as Exhibit "A" is a drawing depicting the location of Suite 300 which is the subject of this Lease.

2. TERM:

2.1. Lessee shall hold the premises for a term of ten (10) years beginning on the 12th day of July, 2006, and ending on the 11th day of July, 2016, for the total rental of [redacted] payable without invoicing by Lessor at the following rates:

Base Term of 10 Years:

[redacted]

3. RENT:

3.1. The *monthly* rent for the use and occupancy of the demised premises shall be payable in lawful money of the United States of America at the office of the Lessor, at P.O. Box 878, Normal, Illinois 61761 or such other place as Lessor or its assigns may designate from time to time in writing on the 12th day of each month. The sum of [redacted] will be paid by Lessee on March 15, 2006 for the first month's rent. An additional sum of [redacted] shall be paid on March 15, 2006 for the security deposit for the first five years of this Agreement.



EXHIBIT
tabbies
A

3.2. If Lessee is more than ten (10) days late on any payment, a penalty of 5% of the monthly rent shall be due and owing.

4. USE AND OCCUPANCY:

4.1. Lessee may use the demised premise only for the purpose of conducting therein as a Pizzeria with pick-up, delivery, and in-store services.

4.2. Lessee agrees not to do or suffer any act on the demised premises which will unreasonably interfere with, or impair the use and enjoyment of adjoining premises of office, retail, restaurant, or related uses, or which will endanger the person or property of the Lessor, or other tenants, employees, guests, patients of any of them.

4.3. The Lessee further agrees neither to maintain nor to permit to be maintained any nuisance, nor to commit any waste in or about said demised premises, and will not use nor allow the leased premises to be used for any immoral, unlawful or objectionable purpose.

5. REPAIRS AND MAINTENANCE:

5.1. Lessor agrees to keep the existing heating and air-conditioning systems on the roof serving said premises in good repair, and does hereby agree to perform needed repairs within a reasonable time after Lessor has received notice of the need for such. Lessor also agrees to keep the existing structural portions of the premises, roof exterior, foundation, and grounds in good and attractive repair, including all parking areas.

5.2. Lessee agrees to furnish janitor services for the interior of the demised premises, for the cleaning of floors and windows in or about the demised premises, such work to be performed at least with the frequency from time to time for restaurants in the City of Bloomington, and to be performed in good and workmanlike manner. Lessee further agrees to keep the interior of the demised premises in good, attractive and sanitary condition, and not to permit any condition to exist in any area subject to his control which might unreasonably render adjoining or adjacent areas unsanitary. Lessee agrees to repair and maintain the 1000 gallon restaurant grease trap located under the east parking lot. Lessee shall maintain the non-structural interior of the Suite 300 (including but not limited to replacement of light bulbs, ballasts, plumbing service calls, and fire extinguishers).

6. UTILITIES, TAXES, INSURANCE, AND MISCELLANEOUS:

6.1. Lessee agrees to pay promptly for his own utilities for separately metered electric, gas, and water.

6.2. Lessee agrees neither to overload the electrical, plumbing or sewer systems of the premises nor to dispose of any waste other than normal paper or cardboard boxes or other items in accordance with the Lessor's contract with it's disposal company.

6.3. At the termination of the term of this Lease Lessee shall cause the utility services taken out of it's name and shall advise Lessor when this is done so that Lessor can have the services put into Lessor's name.

6.4. Lessee shall reimburse Lessor for a prorated share, 33.333%, for all real estate taxes, insurance, exterior and common maintenance costs (for example: snow removal and yard maintenance), and dumpster service for the premises within 10 days after receiving a billing statement for said expenses.

6.5. Lessee shall provide Lessor with a key to the demised premises pursuant to the City of Bloomington Fire Code.

7. ALTERATIONS AND CHANGES:

7.1. Lessee agrees that it will not make alterations or changes in the demised premises without Lessor's prior written consent. Lessee may, from time to time, install and remove furniture, fixtures and equipment appropriate for the use herein authorized provided that no such furniture, fixtures or equipment shall be placed in or used or suffered to remain upon the demised premises if the same shall damage said premises, or shall unreasonably interfere with the use and enjoyment of adjoining or adjacent premises.

7.2. In the event that Lessee shall make alterations or changes in the premises, with the prior written consent of the Lessor, Lessee agrees not to do so or suffer any act which gives rise to a mechanic's lien or materialmen's lien. All plans submitted to the City of Bloomington will first be given to Lessor for its review and sole approval.

7.3. In the event that Lessee shall with the consent of Lessor, install trade fixtures or equipment in the premises, in such a way that removal of the same shall leave the premises with apparent damage, Lessee shall repair said damage at its expense at the time of the removal of said fixtures or equipment.

8. HOLDING OVER:

8.1. If the Lessee shall hold-over after the expiration of the term of this lease, the daily rental sum shall be 150% of the daily rental rate specified in the Lease. The above provisions do not prevent Lessor from filing a lawsuit to evict the Lessee.

9. BANKRUPTCY AND INSOLVENCY:

9.1. This Lease and the interest of Lessee, or of any permitted assignee of the rights of Lessee hereunder, shall not be subject to garnishment or sale under execution, or otherwise, as a result of any suit or proceeding which may be brought against said Lessee or any assignee of said Lessee. A general assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease by Lessee. In such event this Lease shall not be treated as an asset of

the Lessee after such general assignment for the benefit of creditors or after an adjudication of bankruptcy.

9.2. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee, by operation of law, or otherwise, without the written consent of the Lessor.

**10. PARKING SPACES:**

10.1. Lessor agrees it will furnish and maintain an adequate parking lot suitable and conveniently located for use in connection with the building in which the demised premises are situated. The parking spaces are unassigned for the benefit of all of the tenants of the premises except the Lessee will be assigned two parking spaces at the front of Suite 300 (West Parking Lot) for customer pick-up and two spaces at the back door of Suite 300 (East Parking Lot) for delivery/employee parking. Lessor may provide one parking space for Lessee off site. All other parking spaces on site will be shared by all three tenants according to Bloomington Code. Lessor shall be responsible for arranging the snow removal for the parking lots and sidewalks.

**11. INSURANCE:**

11.1. Lessor shall arrange for fire and extended coverage insurance upon the building insuring it up to its full replacement value. Lessee to reimburse Lessor for a prorated share of such insurance cost. Lessee shall provide liability insurance in the amount of $500,000.00 for property damage and $1,000,000.00 for liability. Lessor shall be named as an additional insured under the liability policy and a certificate of insurance shall be delivered to Lessor. Lessee shall insure any property owned by it on the demised premises and in such amounts as it deems appropriate. Lessor is aware that Lessee is self-insured for Lessee's personal property in or about the demised premises.

11.2. Lessee hereby releases Lessor of and from any damage or claim of damage to the personal property of Lessee on the demised premises, owned or used by Lessee or the agents, employees or partners of Lessee, occurring by reason of any fire or other casualty, and agrees to hold Lessor harmless there from.

11.3. Unless Lessor or Lessee is grossly negligent with regard to maintenance responsibilities, Lessor and Lessee, on behalf of themselves and their respective insurers, hereby waive all cause of action and rights of recovery against the other and each of the respective officers, employees and agents, for any loss occurring to the property of either of them, regardless of cause or origin. Lessor and Lessee agree that all insurance policies presently existing or obtained after the date hereof shall include a clause or endorsement to the effect that such policies shall not be invalidated nor shall the right of the insured to recover thereunder be impaired as a result of the denial to insurers of all rights of subrogation against the other party on the basis of the foregoing waiver.

## 12. DAMAGE OR DESTRUCTION OF PREMISES:

12.1. In the event the demised premises are damaged or destroyed by fire or other casualty, Lessor agrees to proceed with reasonable diligence and dispatch to repair and restore the same provided, however, that if said premises are rendered substantially or wholly untenantable then Lessor, at its election, may by notice to Lessee within thirty (30) days after such fire or other casualty cancel and terminate this Lease.

12.2. In the event that the premises are rendered untenantable in whole or in part, by fire or other casualty and this Lease is not terminated as provided in paragraph 12.1 herein, the rent hereunder shall thereafter abate until such time as said premises are again rendered fully tenantable.

12.3. In the event Lessor elects to restore the premises, and such restoration is not completed within 150 days from the date of damage, Lessee shall have the option to terminate this Lease.

## 13. DEFAULT AND REMEDIES:

13.1. In the event that Lessee shall fail to pay any money required of it hereunder within ten (10) days after written notice from Lessor of his failure to do so, or if Lessee defaults in any other covenant herein required of him, and fails to cure such default within fifteen (15) days after notice from Lessor of such default, or if the Lessee makes an assignment for the benefit of Creditors or files his petition in bankruptcy or for adjustment of his indebtedness under the bankruptcy laws, or is adjudicated bankrupt, then Lessor may, by written notice to Lessee, cancel this Lease.

13.2. In the event of termination of this Lease, for whatever cause, Lessee agrees to deliver immediate possession of the demised premises to Lessor, and to remove all of his effects from the premises within ten (10) working days after notice in writing.

13.3. In the event that Lessee shall fail to perform any covenant required of him within a reasonable time after notice in writing, then Lessor may, if he so desires, perform such covenant and the actual and reasonable costs thereof to Lessor shall forthwith be reimbursed to Lessor by Lessee. Failure of Lessee to reimburse Lessor, after notice thereof, shall constitute an additional breach by Lessee.

13.4. In the event that Lessor shall be in breach of any of Lessor's warranties, representations and covenants hereunder, if Lessor fails to cure the breach within a reasonable time, in addition to all other remedies available to Lessee, Lessee may cure said default and shall thereby have an offset against rents thereafter becoming due and payable and shall exercise said right to the extent of any sums expended, including reasonable attorney fees, to cure Lessor's default.

13.5. Upon default by Lessee in performance of any provisions contained within this Lease, Lessor may accelerate the balance due or to become due during the term of this Lease so

that it is immediately due, and may declare this Lease at an end. By such acceleration, Lessor does not waive any rights he may have hereunder and may pursue any remedies allowed by law. Lessee agrees to pay all costs of collection, including, but not limited to, court costs and reasonable attorney's fees incurred by Lessor in enforcing by legal action or otherwise any of the Lessor's rights under this Lease or under any law of this State.

13.6. It is further covenanted and agreed that in case of any default by the Lessee in the payment of the rent or otherwise, the Lessor or his agents shall have the right to re-enter and take full and absolute possession of the above premises, either by forcible entry detainer proceedings or otherwise, and hold and enjoy the same fully and absolutely, without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by said Lessee during the full term of this Lease.

## 14. ACCEPTANCE AND SURRENDER OF PREMISES:

14.1. By entry hereunder, Lessee accepts the premises as being in good and sanitary order subject to any latent defects or punch list items, and agrees upon termination of this Lease for whatever reason, to surrender to Lessor all said premises, in the same condition as when received, reasonable use and wear thereof and damage by fire, acts of God or by the elements excepted and to remove all of Lessee's effects and sign from the premises.

## 15. ENTRY BY OWNER:

15.1. After at least 24 hours notice, unless a shorter notice is required due to exigent circumstances, Lessee shall permit Lessor and his agents to enter into and upon said premises at all reasonable times and with reasonable notice for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any portion of said building, including the erection and maintenance of such scaffolding, canopies, fences, etc. as may be required.

15.2. During the last six (6) months of the term and during any extension thereof, Lessor and his agents may enter the premises at all reasonable times with reasonable notice to the Lessee for the purpose of showing the same to prospective tenants.

## 16. MORTGAGE BY LESSOR:

16.1. It is understood that Lessor contemplates placing one or more mortgages or deeds of trust upon the premises. In connection therewith, Lessor also contemplates assigning all or a part of his rights under and by virtue of this Lease. If so required by the lending agency, Lessee agrees to acknowledge receipt of notice of any such assignment, when presented to it and agrees to pay the rentals due under this Lease directly to such assignee as so assigned by Lessor.

**17. NON-WAIVER:**

17.1. No covenant or condition of this Lease can be waived except by written consent of both parties, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed. Until complete performance the other party shall be entitled to invoke any remedy available to him under this Lease by law, despite said forbearance or indulgence.

17.2. The acceptance of rental due or payment hereunder shall not be a waiver of any breach of any term, covenant or condition of this Lease.

**18. NOTICE:**

18.1. Any notice to Lessor provided for herein, shall be deemed to have been served upon receipt or refusal when such notice, addressed to Lessor, has been delivered in person or sent by certified mail with return receipt to the place where the rent shall last have been accepted prior to such notice. Any notice to Lessee, as provided herein, shall be deemed to have served upon receipt or refusal when such notice, addressed to Lessee has been delivered in person or sent by certified mail with return receipt to Lessee at Suite 300, 203 N. Prospect, Bloomington, IL 61704.

**19. BINDING ON ASSIGNEES AND PERSONAL REPRESENTATIVE:**

19.1. This Lease shall be binding upon and shall inure to the benefits of the heirs, legatees, devisees, personal representatives, successors and assigns of the respective parties.

**20. RULES:**

20.1. Lessor reserves the right, from time to time, to make reasonable uniform and non-discriminatory rules for the conduct of Lessee, and which rules shall apply uniformly to all tenants in the Building, and which shall pertain to the safety, care and cleanliness of the premises. All such rules shall be in writing and shall be delivered to Lessee, and Lessee shall be afforded reasonable opportunity to comply therewith. Any discrepancies between the Rules and Regulations and the body of the Lease shall be governed by the body of the Lease.

**21. SUBLEASE:**

21.1. Lessee may sublet or assign all or any portion of its interest in and to this Lease and the demised premises with the prior written consent of Lessor, which Lessor agrees will not be unreasonably withheld; however, no such assignment or sublease shall relieve Lessee of its obligations hereunder, unless approved by Lessor.

## 22. TOXIC AND HAZARDOUS MATERIALS:

22.1. The Lessee has represented that he will not maintain, receive, use or store any toxic or hazardous materials in the operation of his business, and Lessee agrees not to maintain, receive, use or store any toxic or hazardous materials in or about the demised premises or in any of the common areas or in the parking lot. If the Lessee should happen to receive, or accept delivery of any toxic or hazardous material, the Lessee agrees that such material will be handled only in accordance with all applicable federal, state or local statues or ordinances and that Lessee will be fully responsible therefore, and that the Lessee will hold the Lessor completely harmless from any claim that might arise because of the presence of any of the said toxic or hazardous material, whatever said material may be, and that said toxic or hazardous material shall be promptly and properly removed from the demised premises and its common areas and parking area. Notwithstanding any other provision in this Lease, the Lessee shall have no liability or responsibility for any environmental condition existing or present at the demised premises as of the date of Lessee's possession.

## 23. SPECIFICATIONS:

23.1. Lessor agrees to finish the lease space in accordance with the plans and following specifications attached to and make a part hereof as Exhibit "A". All work shall be completed in good workmanlike manner, and shall be delivered to Lessee in compliance with all fire, safety, ADA and City of Bloomington building codes.

23.2. Lessee agrees to finish the lease space in accordance with the drawing provided by the Lessee attached to and made a part hereof as Exhibit "B" and must also comply with provision 7.2 above. All work shall be completed in a good and workmanlike manner and shall be completed in compliance with all fire, safety, ADA, and City of Bloomington building codes.

## 24. SIGNAGE:

24.1. Lessor, at Lessor's cost, shall provide Lessee with an approximate 15 inches by 54 inches signage panel on a location provided by Lessor. Lessee shall provide facial decal/insert. The Lessor has sole discretion to approve any signage for the premises.

## 25. LESSOR'S WARRANTIES:

25.1. Lessor warrants that (1) Lessor is the owner of the Building and Premises with full right and authority to enter into this Lease, (2) Lessee shall peacefully and quietly hold, occupy and enjoy the Premises throughout the herm hereof provided Lessee is not under default of the provisions of this Lease and (3) Lessee may use the premises for the purposes set forth in Paragraph 4 as a matter of right and that such uses comply with all applicable laws rules and regulations, covenants, and restrictions which apply to, or affect the Premises and/or the Building. Lessor further agrees that any transfer or assignment of Lessor's rights in the Building will not modify, cancel, or affect Lessee's rights under this Lease.

26. IMPROVEMENTS:

26.1. Lessor shall complete the build-out of the demised premises in accordance with Exhibit "A ". Lessor shall use its best efforts to complete said build-out prior to July 12, 2006. A drawing showing the scope of the work including electrical and plumbing will be provided by the Lessee along with the name of all proposed licensed contractors and sub contractors.

Lessee agrees to indemnify and hold harmless Lessor for any contractor and/or sub contractor claims, suits, expenses, costs, mechanic and/or materialmen's liens. Lessee is responsible for any damages to the premises caused by it's contractor or sub contractors.

Lessor has sole discretion whether to grant approval for any improvement project. Lessee must use licensed contractors/sub contractors for approved improvement projects during the term of this lease and any extensions thereof.

26.2. The roof will not be breached by Lessee unless the current roof warrantee remains in place and any associated costs are the expense of the Lessee. Any additional water supply lines will be installed above the suspended ceiling and not through the floor. Any additional drains will only be installed in the floor.

27. ESCAPE PROVISION:

27.1. Lessee will have a 21 day due diligence period commencing on March 15, 2006. If the Lessee elects to nullify/void this Agreement within the 21 day due diligence period then Lessee forfeits the first months rent of $2,109.71. If the lease is nullified/void the security deposit of $2,109.71 will be returned to Lessee. If the lease is not nullified/void by Lessee's election then the Lessee will be granted access to the premises to prepare for occupancy of July 12, 2006.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

By: [redacted]
Thomas J. Loveiass

Lot #2 Prospect, LLC
Its: President

"Lessor"

By: [redacted]
Richard Greene

Prospect Italian Foods, LLC a Nevada Corporation
Its: President

"Lessee"

EXHIBIT A

LESSOR'S AGREES TO PROVIDE ADDITIONAL IMPROVEMENTS

Landlord agrees to provide the demising wall between Suite 200 and Suite 300, two finished bathrooms with ceramic tile, change the ceiling tile from office grade to restaurant grade, and upgrade the electrical to a 200 amp 3 phase service. Otherwise the Lessee agrees to take the premises as is.

EXHIBIT B

LESSEE'S DRAWING FOR IMPROVEMENTS

**EXHIBIT B**
[Attach Fair Market Rent Procedure]

**ADDENDUM TO THE LEASE DATED MARCH 15, 2006 BETWEEN**
**Lot #2 Prospect, LLC and Prospect Italian Foods, LLC a Nevada Corporation for**
**203 N. PROSPECT, SUITE 300, BLOOMINGTON, IL 61704**

Lot #2 Prospect, LLC herein after called "Lessor", and Prospect Italian Foods, LLC, a Nevada Corporation, herein after called "Lessee", intending to be legally bound by the terms of the original Lease add the following terms and conditions:

1. Lessee agrees to provide at its expense sufficient new HVAC equipment (unit) and improvements to correct the negative air pressure and current lack of HVAC capacity.
2. Lessee retains ownership of and shall be able to depreciate said new HVAC unit according to the IRS rules.
3. Lessee agrees to maintain and repair said HVAC unit for the term of the Lease (including any exercised option periods to extend the term of the Lease). Lessee will enter into a maintenance agreement with Hermes Sales and Service to service said HVAC unit.
4. Lessee agrees that the contractor will follow the architect's written instructions for placement and support of the new HVAC equipment.
5. Lessee shall take steps to preserve the Lessor's current roof guarantee and to make sure the roof guarantee is not voided by this HVAC unit installation project. The costs relating to preserving the roof guarantee shall belong to the Lessee.
6. The parties agree that the Lessor will in incur no expense, cost, or charge relating to Lessee increasing Lessee's HVAC capacity for Suite 300.
7. The Lessee has contracted with Hermes Service and Sales pursuant to their bid of January 20, 2007 to install the HVAC unit and improvements.
8. Lessee agrees to pay for any electrical or other expense related to the new HVAC improvement, installation, and/or operation.
9. Lessee agrees to provide Lessor a bill of sale transferring ownership for said HVAC unit and related improvements at the end of the lease term (including any exercised option periods to extend the term of the Lease).
10. The parties agree that Lessee will have two option periods of five additional years if the Lessee is in good standing under the terms and conditions of the Lease and gives Lessor written notice on or before July 11, 2015 and July 11, 2020 of its intent to elect to exercise the option. The rent for the elected option period will comprise of two components. The first component is a per square foot dollar rate that will be determined by the definition of "fair market rent" that is enclosed as part of this Addendum to the Lease (two page document). The rent will also comprise of a second component which is a triple net (NNN) common expense reimbursement to Lessor as defined in the current Lease between the parties.
11. Lessee agrees to operate the Lessee's new HVAC improvements in a manner that will not harm, jeopardize, or cause unusual stress on the current HVAC equipment provided by the Lessor. The two HVAC units for Suite 300, (Lessor's and Lessee's separate HVAC units) are to be operated together as one system to serve Suite 300.
12. Lessee shall provide Lessor with signed waivers of lien forms from any contractor, sub contractor or supplier of materials involved in the addition of the HVAC equipment hereby authorized.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year provided below.

By: [redacted]

Thomas J. Lovelass
Lot #2 Prospect, LLC
Its:President
LESSOR

By: [redacted]

Richard Greene
Prospect Italian Foods, LLC
Its: President
LESSEE

# ADDENDUM TO THE LEASE DATED MARCH 15, 2006
# 203 N. PROSPECT, SUITE 300

## FAIR MARKET RENT OF
## 203 N. PROSPECT, SUITE 300
## BLOOMINGTON, IL

The term "fair market rent" as of any date, with respect to any space, and with respect to any period shall mean the fixed base rent per annum which, on such date, a willing Lessor under no compulsion would agree to accept from a Lessee having the creditworthiness of Lessee, and such a willing Lessee under no compulsion would agree to pay, for a lease of such space for such period on all of the terms and conditions of this Lease to be applicable thereto (including (i) any construction allowance and/or free rent period to which Lessee will be entitled with respect thereto, or the absence thereof if such be the case, (ii) Lessee's obligation to pay additional rent based upon operating expenses and real estate taxes, and the base year or amount to be applicable to such obligations and (iii) Lessor's obligation to pay any brokerage commission with respect thereto.)

When determining the aforesaid fair market rent by reference to comparable transactions, the base rents provided for in such comparable transactions shall be adjusted to reflect the differences between the other terms of such comparable transactions and the other terms of the renewal or expansion to which the aforesaid fair market rent is to be applicable. For example:

(a) if such comparable transactions provided for any allowance and/or free rent, then in determining the aforesaid fair market rent to be applicable to any renewal or expansion with respect to which Lessee does not receive any allowance and/or free rent (or a smaller allowance and/or free rent) the base rents provided for in such comparable transactions shall be adjusted downward, or

(b) if such comparable transactions provided for the Lessee there under to pay its pro rata share of increases in operating expenses and/or taxes over a base year different from the base year to be applicable to any renewal or expansion, then in determining the aforesaid fair market rent to be applicable to any renewal or expansion the base rents provided for in such comparable transactions shall be adjusted upward or downward, as appropriate.

Lessor shall determine the Fair Market Rent by using its good faith judgment; Lessor shall provide written notice of such amount within thirty (30) days after Lessee provides the notice to Lessor which requires a calculation of the Fair Market Rent. Lessee shall have fifteen (15) days (the "Lessee's Review Period") after receipt of Lessor's notice of the new rental within which to accept such rental. In the event Lessee fails to accept in writing such rental proposed by Lessor then such proposal shall be deemed rejected, and Lessor and Lessee shall attempt to agree upon such Fair Market Rent, using their best good faith efforts. If Lessor and Lessee fail to reach agreement within fifteen (15) days following Lessee's review Period (the "Outside Agreement Date"), then each party shall place in a separate sealed envelope their final proposal as to Fair Market Rent and such determination shall be submitted to arbitration in accordance with subsections (a) through (e) below. In the event that Lessor fails to timely generate the initial written notice of Lessor's opinion of the Fair Market Rent which triggers the negotiation period

of this Exhibit, then Lessee may commence such negotiations by providing the initial notice, in which event Lessor shall have fifteen (15) days (Lessor's Review Period") after receipt of Lessee's notice of the new rental within which to accept such rental. In the event Lessor fails to accept in writing such rental proposed by Lessee, then such proposal shall be deemed rejected, and Lessor and Lessee shall attempt in good faith to agree upon such Fair Market Rent, using their best good faith efforts. If Lessor and Lessee fail to reach agreement within fifteen (15) days following Lessor's Review Period (which shall be, in such event, the "Outside Agreement Date" in lieu of the above definition of such date), then each party shall place in a separate sealed envelope their final proposal as to Fair Market Rent and such determination shall be submitted to arbitration in accordance with subsections (a) through (e) below.

(a) Lessor and Lessee shall meet with each other within five (5) business days of the Outside Agreement Date and exchange the sealed envelopes and then open such envelopes in each other's presence. If Lessor and Lessee do not mutually agree upon the Fair Market Rent within one (1) business day of the exchange and opening of envelopes, then, within ten (10) business days of the exchange and opening of envelopes Lessor and Lessee shall agree upon and jointly appoint a single arbitrator who shall by profession be a real estate lawyer or broker who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of commercial properties in the vicinity of the Building, (east of Veterans Parkway). Neither Lessor nor Lessee shall consult with such broker or lawyer as to his or her opinion as to Fair Market Rent prior to the appointment. The determination of the arbitrator shall be limited solely to the issue of whether Lessor's or Lessee's submitted Fair Market Rent for the Premises is the closest to the actual Fair Market Rent for the Premises as determined by the arbitrator, taking into account the requirements of this Exhibit regarding same. Such arbitrator may hold such hearings and require such briefs as the arbitrator, in his or her sole discretion, determines is necessary.

(b) The arbitrator shall, within thirty (30) days of his or her appointment, reach a decision as to whether the parties shall use Lessor's or Lessee's submitted Fair Market Rent, and shall notify Lessor and Lessee thereof.

(c) The decision of the arbitrator shall be binding upon Lessor and Lessee.

(d) If Lessor and Lessee fail to agree upon and appoint an arbitrator, then the appointment of the arbitrator shall be made by the Presiding Judge of the Circuit Court of McLean County, Illinois, or, if he or she refuses to act, by any judge having jurisdiction over the parties.

(e) The cost of arbitration shall be paid by Lessor and Lessee equally.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year provided below:

By: [redacted]
Thomas J. Lovelass
Lot #2 Prospect, LLC
Its: President
LESSOR

By [redacted]
Richard Greene
Prospect Italian Foods, LLC a Nevada Corp.
Its: President
LESSEE

# BILL OF SALE

The undersigned, JAY SOUTH, as the Managing Member of Prospect Italian Foods, LLC, for and in consideration of the exchange of the promises set forth in the Assignment, Assumption and Amendment of lease and Addendum Dated March 15, 2006 203 North Prospect, Suite 300, Bloomington, Illinois 61704 ("Assignment Agreement") signed by the parties thereto and in exchange of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, does hereby sell, assign, transfer and set over to Lot 2 Prospect, LLC the following described personal property to-wit:

**The HVAC Systems previously installed and remaining as fixtures at the premises located at 203 North Prospect , Suite 300, Bloomington, IL, and all appurtenances, mechanicals and attachments thereto (collectively "Personal Property").**

The undersigned hereby represents and warrants to Lot 2 Prospect, LLC that Prospect Italian Foods, LLC is the absolute owner of said Personal Property; that said Personal Property is free and clear of all liens, charges and encumbrances, and that Prospect Italian Foods, LLC has the full right, power and authority to sell and transfer said Personal Property and to make this bill of sale. All warranties of quality, fitness and merchantability are hereby excluded, and said Personal Property is sold, transferred and released to Lot 2 Prospect, LLC "as is" without any warranties, written, oral or implied.

In WITNESS WHEREOF, the undersigned, as Managing Member of Prospect Italian Foods, LLC has the authority and does hereby sign this Bill of Sale at Bloomington, McLean County, Illinois this 21st day of July, 2014

[redacted]

Jay South, Managing Member
Prospect Italian Foods, LLC

Subscribed and sworn to before me

this 21st day of July, 2014

Notary Public

"OFFICIAL SEAL"
DAWN L. WALL
Notary Public, State Of Illinois
My Commission Expires 07/31/14

**ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE AND ADDENDUM DATED MARCH 15, 2006**
**203 North Prospect, Suite 300, Bloomington, Illinois 61704**

This Assignment, Assumption and Amendment of Lease and Addendum dated March 15, 2006 made this 21 day of JULY, 2014 by **PROSPECT ITALIAN FOODS, LLC**, a Nevada Corporation, as assignor, **TRI R DEVELOPMENT INC., an Illinois Corporation**, as assignee, and **Lot 2 Prospect, LLC, an Illinois Limited Liability Company**, as Lessor/Landlord.

FOR VALUE RECIEVIED, Assignor assigns and transfers to assignees that lease dated on or about March 15, 2006 and Addendum both attached hereto as EXHIBIT A, executed by Assignor as lessee and by Lot 2 Prospect, LLC, an Illinois Limited Liability Company, as lessor, of the following described premises:

**203 North Prospect, Suite 300, Bloomington, Illinois 61704**

together with all its right, title and interest in and to the lease and premises, subject to all conditions and terms contained in the Lease and Addendum, to have and to hold from **July 21, 2014** until the present term of the lease expires on **July 11, 2016**. A copy of the Lease and Addendum are attached hereto as Exhibit A and made a part hereof by reference.

Assignor covenants that it is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that it has performed all duties and obligations and made all payments required under the terms and conditions of the lease.

Assignee assumes and shall be responsible for and shall perform all of the obligations of the Lessee under the Lease and Addendum attached hereto as Exhibit A.

## AMENDMENT TO LEASE AND ADDENDUM

Paragraph 10 of the Addendum is revised to show the rental rates of the 1st option period as follows:

(a) 7/12/2016 to 7/11/2017 [redacted]

(b) 7/12/2017 to 7/11/2018 [redacted]

(c) 7/12/2018 to 7/11/2019 [redacted]

(d) 7/12/2019 to 7/11/2020 [redacted]

(e) 7/12/2020 to 7/11/2021 [redacted]

ADDITIONAL REQUIREMENTS OF LESSOR/LANDLORD

Assignor shall pay Lessor, Lot 2 Prospect, LLC, the amount of [redacted] as a condition of this Assignment being acceptable to Lessor/Landlord. This amount represents the outstanding expenses needed to be reimbursed to the Lessor/Landlord currently under the terms of the Lease. This amount shall be paid by certified funds on or before July 21, 2014.

In addition to th[redacted] the Assignor shall pay an additional [redacted] to Lessor/Landlord for the estimated July expenses for electricity, waste, exterior yard maintenance, and city of Bloomington storm water charges. Any refund from the July expenses attributable to Assignor shall be returned to Assignor's attorneys Costigan & Wollrab by August 31, 2014.

Assignor has paid [redacted] to Lessor/Landlord as a security deposit. At the end of the original lease term, any security deposit amount remaining shall be returned to the Assignor's attorneys, Costigan & Wollrab by August 31, 2016. If Assignee decides to exercise its option term, then the Assignee shall pay Lessor/Landlord a security deposit in the amount of [redacted] prior to the original lease term expiring.

Assignor also agrees to pay [redacted] to Lessor/Landlord for legal costs associated with this transaction incurred by Lessor/Landlord.

Assignee shall pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the Lease and Addendum.

Lessor/Landlord agrees to invoice the Assignee on a monthly basis for the common area maintenance expenses further described in paragraph 6.4 of the Lease. The amount of real estate taxes and insurance may be estimates from the previous year. The parties agree to settle any difference between the estimates and actuals within 30 days after receipt of actual bills.

This Assignment of lease shall not release the Assignor from liability under the lease.

CONDITIONAL CONSENT OF LESSOR

Lot 2 Prospect, LLC, Lessor named in the above assignment of that lease executed on or before March 15, 2006, does hereby consent to that assignment **without release** to the assignor, Prospect Italian Foods, LLC.

All parties agree that Prospect Italian Foods, LLC and Tri R Development Inc. shall be jointly and severally liable for all duties, obligations, and liabilities of the lessee under the Lease and Addendum, both attached hereto as Exhibit A.

[redacted]

ASSIGNOR: **Prospect Italian Foods, LLC** LESSOR: **Lot 2 Prospect, LLC**

By: [redacted] By: [redacted]

Its: Managing Member Its: Managing Partner

ASSIGNEE: **Tri R Development Inc.**

By: Tri R Development

Its: President

4835-1932-0348, v. 1

# SECOND ADDENDUM DATED FEBRUARY 10, 2016

## 203 N. PROSPECT, SUITE 300, BLOOMINGTON, IL 61704

This Second Addendum, dated February 10, 2016 to the Lease dated March 15th, 2006, and the Assignment, Assumption and Amendment of Lease and Addendum dated March 15th, 2006 made July 21, 2014 by Prospect Italian Foods, LLC, A Nevada Corporation, as assignor, and TRI R Development Inc., an Illinois Corporation, as assignee, and Lot 2 Prospect, LLC an Illinois Limited Liability Company as Lessor/Landlord.

Now comes TRI R Development Inc., an Illinois Corporations, Assignee/Lessee, and Lot 2 Prospect, LLC, an Illinois Limited Liability Company as Lessor/Landlord and agree to extend the term of the Lease for a four (4) year term, provide the Assignee/Lessee with an Option to extend the term of the Lease three additional years (years five, six, and seven), and to change the rental rate as set forth herein.

1. TERM: The Lease term shall be and is hereby extended so that is shall expire on July 11, 2020.
2. RENTAL RATE:
   (a) July 12, 2016 to July 11, 2017: [redacted]
   (b) July 12, 2017 to July 11, 2018:
   (c) July 12, 2018 to July 11, 2019:
   (d) July 12, 2019 to July 11, 2020:
3. OPTION PERIOD: If the Assignee/Lessee elects to exercise the Option for an additional extension of the term of the Lease the option extension period shall be from July 12, 2020 to July 11, 2023. Assignee/Lessee must give written notice to the Lessor on or before December 15, 2019 if it elects to exercise the Option Period and extend the term of the Lease or the Option is null and void.
4. OPTION PERIOD RENTAL RATE:
   (a) July 12, 2020 to July 11, 2021: [redacted]
   (b) July 12, 2021 to July 11, 2022:
   (c) July 12, 2022 to July 11, 2023:

Ratification: Defined terms used in this Agreement and not otherwise defined shall have the same definitions as set forth in the Lease. The provisions of this Agreement shall prevail over any inconsistent or conflicting provisions between this Agreement and the Lease dated March 15th, 2006 and the Assignment, Assumption and Amendment of Lease and Addendum, dated July 21, 2014. Except to the extent hereby modified the Lease and Assignment, Assumption and Amendment of Lease and Addendum, shall remain in full force and effect.

Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

Intending to be legally bound the parties hereto have caused this Second Addendum dated February 10, 2016 to be executed.

ASSIGNEE/LESSEE:
Tri R Development, Inc. [redacted]

By: [redacted] February 2, 2016
Geary Rosati [redacted]
President of Tri R Development

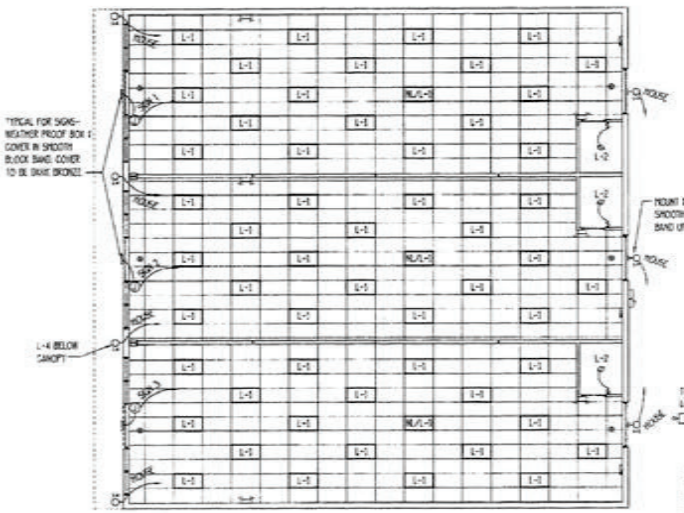
LESSOR:
Lot 2 Prospect, LLC [redacted]

By [redacted] February 20, 2016
Thomas J. Lovelass
Managing Partner of Lot 2 Prospect, LLC

## FIXTURE SCHEDULE

| | |
|---|---|
| 3 tube / 32w / T-5, 2' x 4' DROP-IN WITH .025" ACRYLIC LENS | BATTERY BACK UP / LED. EXIT LIGHT |
| NIGHT LIGHT, CORDED LAMP | BATTERY BACK-UP / EMERGENCY LIGHT |
| WALLPACK - 100w METAL HALIDE | LOCATION OF DISTRIBUTION PANEL |
| DECORATIVE WALL FIXTURE W/SEA GRANITE, DARK BRONZE, 70 WATT METAL HALIDE, IP5 | DUPLEX OUTLET |
| POLE LIGHT, PARKING LOT LIGHTS, CPI FCU LUMINAIRE KAD400M-RA-TB-SPD04-SCN4-208 ON CONCRETE FOUNDATION LOCATE @ FRONT CORNER OF PARKING. | |
| 300 cfm / EXHAUST FAN WITH LIGHT / NUTONE OR EQUAL | |

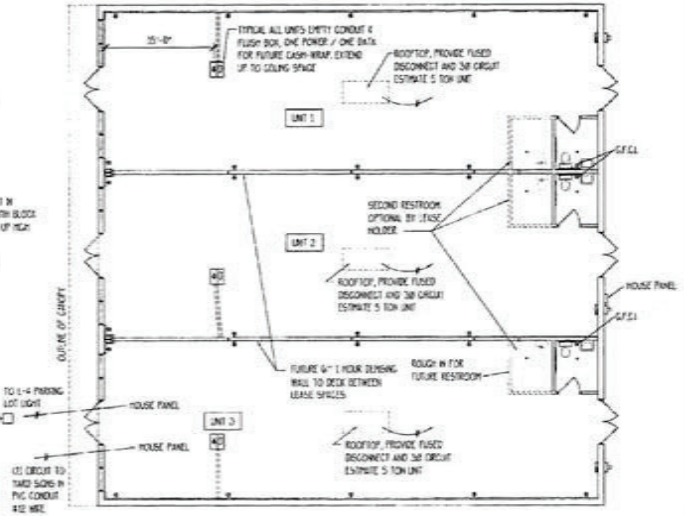
PARKING LOT LIGHTING TO COMPLY WITH CODE




PARKING LOT LIGHTING TO COMPLY WITH CODE

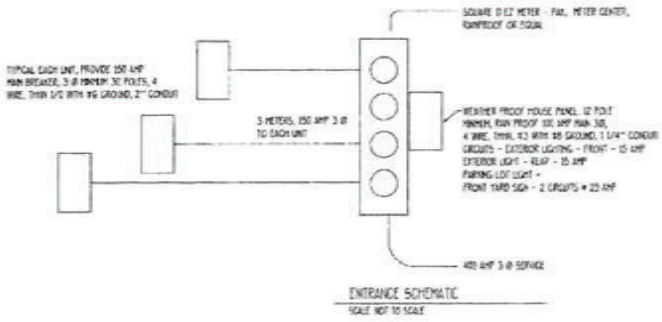
LIGHTING - PLAN

SCALE: 1/8" = 1'-0"




ELECTRICAL - PLAN

SCALE: 1/8" = 1'-0"




ENTRANCE SCHEMATIC

SCALE NOT TO SCALE


MIDDLETON ASSOCIATES INCORPORATED
ARCHITECTURAL SERVICES
PHONE (309) 452-1271 FAX. (309) 454-8049
101-A E. COLLEGE AVENUE NORMAL, IL. 61761-3028



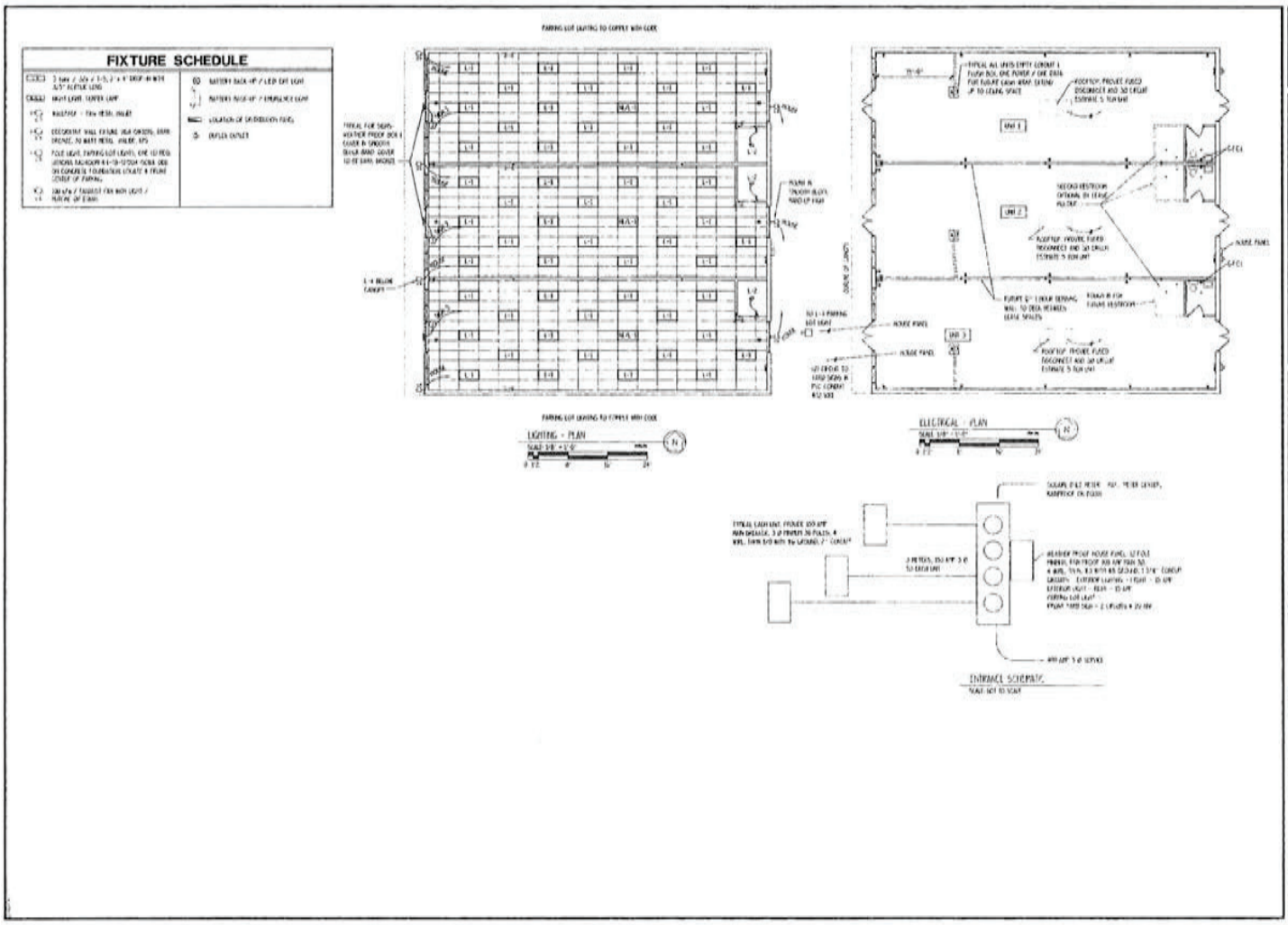
THE CONTRACTOR SHALL VERIFY CONDITIONS & DIMENSIONS ON THE JOB. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK. DRAWINGS NOT TO BE SCALED. THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE USED IN WHOLE OR IN PART OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

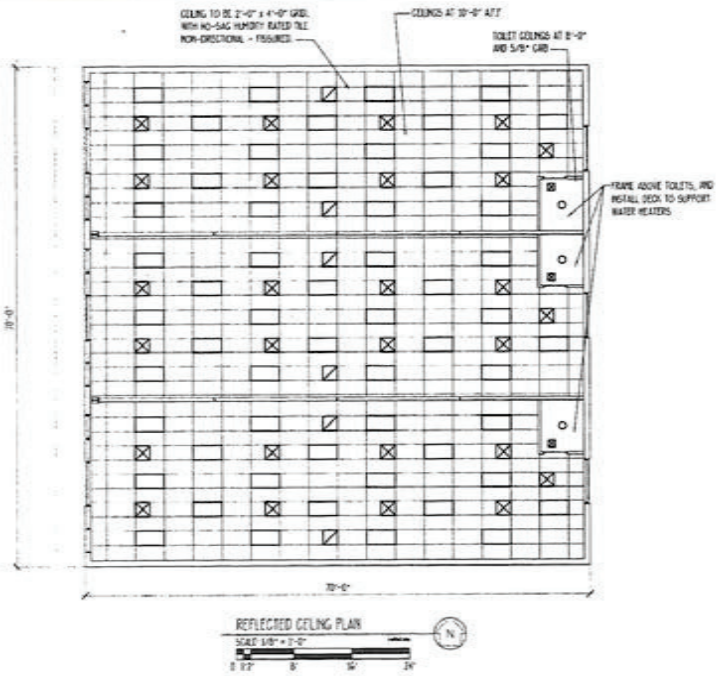

# PROSPECT COMMONS LOT 2

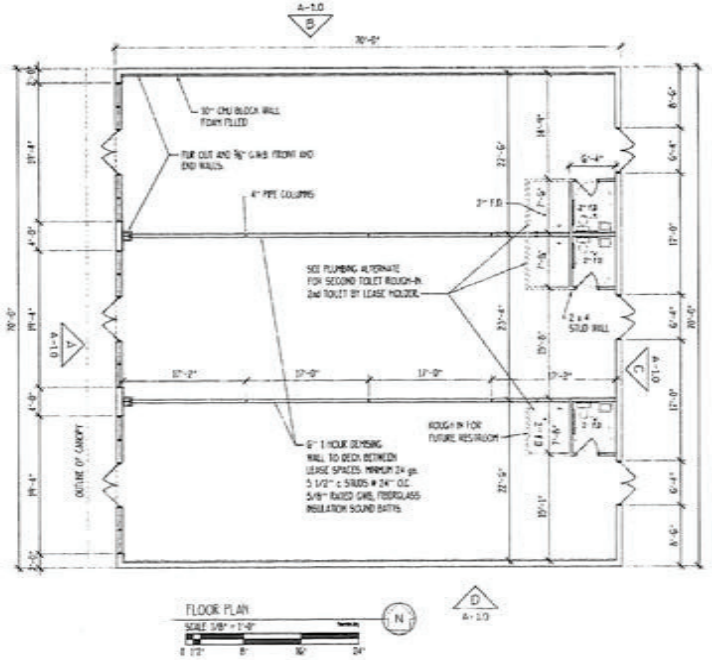
## FLOOR PLAN

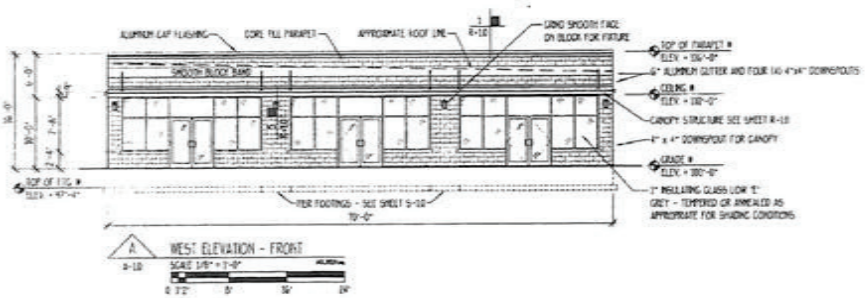
| REVISIONS | | |
|---|---|---|
| NO. | DATE | REMARKS |
| 1 | 3-7-15 | |

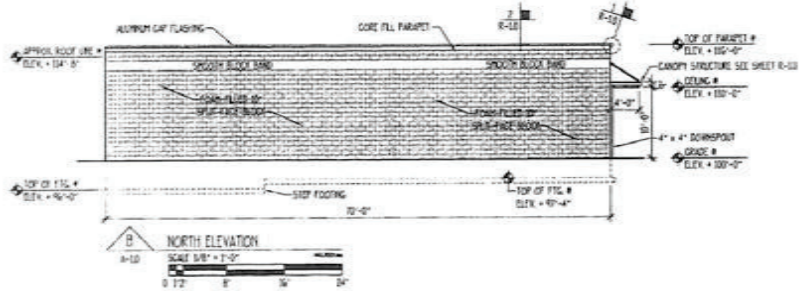
| | |
|---|---|
| PROJECT NO. | 1402504 |
| ISSUE DATE | 2 - 25 - 15 |
| SHEET | E-1.0 |
| OF | 03 - E SHEETS |

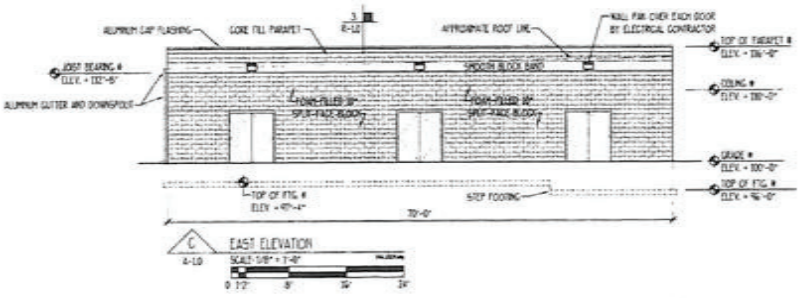

FIXTURE SCHEDULE
PARKING LOT LIGHTING TO COMPLY WITH CODE
LIGHTING - PLAN
ELECTRICAL - PLAN
ENTRANCE SCHEMATIC
MIDDLETON ASSOCIATES INCORPORATED
ARCHITECTURAL SERVICES
PROSPECT COMMONS
LOT 2
FLOOR PLAN
REVISIONS
PROJECT NO.
ISSUE DATE
SHEET
E-1.0

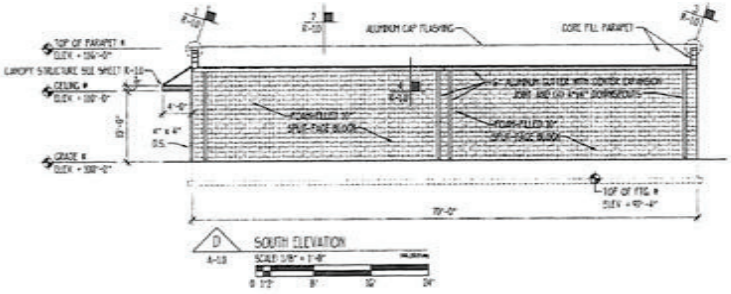



MIDDLETON ASSOCIATES INCORPORATED
ARCHITECTURAL SERVICES
PHONE (309) 452-1271 FAX. (309) 454-8049
101-A E. COLLEGE AVENUE NORMAL, IL. 61761-3028

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# PROSPECT COMMONS
## LOT 2

FLOOR PLAN
REFLECTED CEILING PLAN
EXTERIOR ELEVATIONS

| NO. | DATE | REMARKS |
|---|---|---|
| 1 | 3-7-05 | |

PROJECT NO. 0402504
ISSUE DATE 2-15-05
SHEET A-1.0
OF (2) - 8 SHEETS

ASSUMPTION AND AMENDMENT OF LEASE AND ADDENDUM, DATED MARCH !5, 2006, MADE JULY 21, 2014 BY PROSPECT ITALIAN FOODS LLC, A NEVADA CORPORATION, AS ASSIGNOR, and TRI R DEVELOPMENT, INC., AN ILLINOIS CORPORATION, AS ASSIGNEE. AND LOT 2 PROSPECT, LLC, AN ILLINOIS LIMITED LIABILIY COMPANY, AS LESSOR /LANDLORD, AND THE SUBSEQUENT SECOND ADDENDUM THERETO DATED FEBRUARY 10, 2016 BY TRI R DEVELOPMENT, INC., AN ILLINOIS CORPORATION, AS ASSIGNEE/LESSEE AND LOT 2 PROSPECT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, LESSOR

Now Comes the Assignee/Lessee, TRI R Development, Inc, an Illinois Corporation, as Lessee, and Lot 2 Prospect, LLC, an Illinois Limited Liability Company, as Lessor, and agree that Sarahbest, Inc., DBA Bloomington Rosati's Pizza, is a Sub Lessee of TRI R Development, Inc. TRI R Development, Inc., Lessee, agrees to remain bound by all of the terms and conditions of said Lease dated March 15, 2006, and the subsequent Assumption, Amendment of Lease and Addendum dated March 15, 2006, made on the 21st day of July 2014, and the Second Addendum made February 10, 2016. Sarahbest, Inc. has been given a copy of the documents identified in this Third Addendum, has reviewed them, and agrees to be bound by the terms and conditions of the Lease, Assumption and Amendment of Lease and Addendum, and the subsequent Second Addendum, and finally the terms and conditions of this Third Addendum of the parties.

Defined terms used in this Third Addendum and not otherwise defined shall have the same definitions as set forth in the Lease, the subsequent amendment, and addendums thereto and described herein. The provisions of this Third Addendum shall prevail over any inconsistent or conflicting provisions between this Third Addendum and the Lease dated March 15, 2006 and the Assignment Assumption and Amendment of the Lease, dated March 15, 2006, made on July 21, 2014, and the Second Addendum dated February 10, 2016. Except to the extent hereby modified the Lease and Assignment, Assumption and Amendment of Lease and First and Second Addendum thereto, shall remain in full force and effect.

Binding Agreement: This Third Addendum shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

Intending to be legally bound, the parties hereto have caused this Third Addendum dated October 16, 2019 to be executed.

[redacted]

Assignee/Lessee: Tri R Development, Inc.

By: [redacted]

Geary Rosati: Authorized Signature President of Tri Development, Inc.

Sub Lessee: Sarahbest, Inc. D/B/A Bloomington Rosati's Pizza

By: Faizan Kanchwala / [redacted]

Print and Sign Name Authorized Signature Of An Officer of Sarahbest, Inc. D/B/A Bloomington Rosati's Pizza

Lessor: Lot 2 Prospect, LLC [redacted]

By: [redacted]

Thomas J. Lovelass Managing Partner of Lot 2 Prospect LLC

# Bloomington / Normal Food & Beverage Tax Registration Form

City of Bloomington Illinois

Town of Normal

| | |
|---|---|
| **Illinois Business Tax (IBT) #:** | [redacted] |
| **Date Business started at this location (Month\Day\Year):** | March/15/2006 |
| **Describe your type of Business:** | Italian Restaurant |

| | |
|---|---|
| **DBA Business Name:** | Bloomington Rosati's Pizza |
| Address: | 203 N. Prospect Road, Suite 300 |
| | |
| Contact: | Faizan Kanchwala |
| Phone: [redacted] | Fax: |
| Email: [redacted] | |

| | |
|---|---|
| **Owner/Corporate Name:** (If different from above) | Sarah Best Inc. |
| Address: | 203 North Prospect suite 300 |
| | Bloomington IL 61704 |
| Contact: | Faizan Kanchwala |
| Phone: [redacted] | Fax: |
| Email: [redacted] | |

**Please check here to have all correspondence mailed to corporate address instead of the physical address.** ☐

Type of Organization:

- ☐ Sole Proprietorship
- ☑ Corporation
- ☐ Other _____
- ☐ Partnership
- ☐ LLC

**Mail, Drop Off, Fax, or Email to:**

**Address:** City Hall
Finance Department
Room 100
109 E. Olive Street
Bloomington, IL 61702

**Fax:** 309-434-2463

**Email:** finance@cityblm.org

**Phone:** 309-434-2233

Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.

[redacted] Oct 3 2019

*Signature of Officer Empowered to Sign* — *Date*

Faizan Kanchwala President

*Print Name and Title*

© City of Bloomington, Illinois

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, December 10, 2019 at 4:00 PM, in the City Hall Council Chambers, located at 109 E. Olive Street, the Bloomington Liquor Commission will conduct a Public Hearing on the Application of Sarahbest, INC d/b/a Bloomington Rosati's Pizza, located at 203 N. Prospect Road, Suite #300, for a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises, seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted by mail at 109 E. Olive St., Bloomington, IL 61701, by telephone at (309) 434-2240, or by email at cityclerk@cityblm.org. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Leslie Yocum, City Clerk

Publication Date: December 1, 2019, Pantagraph Newspaper

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, November 12, 2019 at 4:00 PM, in the City Hall Council Chambers, located at 109 E. Olive Street, the Bloomington Liquor Commission will conduct a Public Hearing on the Application of Sarahbest, INC d/b/a Bloomington Rosati's Pizza, located at 203 N. Prospect Road, Suite #300, for a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises, seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted by mail at 109 E. Olive St., Bloomington, IL 61701, by telephone at (309) 434-2240, or by email at cityclerk@cityblm.org. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Leslie Yocum, City Clerk

Publication Date: November 2, 2019, Pantagraph Newspaper

# DRAFT MINUTES
# PUBLISHED BY THE AUTHORITY OF
# THE LIQUOR COMMISSION OF THE CITY OF BLOOMINGTON, ILLINOIS
# TUESDAY, DECEMBER 10, 2019, 4:00 P.M.

The Liquor Commission convened in Regular Session in the Council Chambers, City Hall Building at 4:00 p.m., Tuesday, December 10, 2019.

Commissioner Renner directed the Deputy City Clerk to call the roll and the following answered present:

Commissioners: Jim Jordan, Lindsey Powell, and Tari Renner.

Staff present: George Boyle, Asst. Corporation Counsel; Chad Wamsley, Asst. Police Chief; and Amanda Mohan, Deputy City Clerk.

**Public Comment**

Commissioner Renner opened the meeting to receive public comment. No public comments were received.

The following was presented:

Item 4. Consideration of and action on Minutes from the October 8, 2019 Regular Liquor Commission Meeting, as requested by the City Clerk Department.

**Commissioner Powell made a motion, seconded by Commissioner Jordan, to approve the minutes as presented.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 5. Public Hearing on the Application of Sarahbest, Inc. d/b/a Bloomington Rosati's Pizza, requesting an RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, located at 203 N. Prospect Road, #300, which would allow the sale of beer and wine by the glass for consumption on the premises seven days a week, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:01 p.m.

Commissioner Renner asked if there was anyone who would like to speak for or against the application; none came forward.

Mr. Faizan Kanchwala, Franchise Owner of Bloomington Rosati's Pizza, after being sworn in, addressed the Commission. Mr. Kanchwala provided background on the establishment. He explained they sought a liquor license in order to expand their offerings of the menu to accommodate the demand of customers.

Commissioner Renner asked if Mr. Kanchwala held a liquor license in the past and if all staff would be BASSET trained. Mr. Kanchwala confirmed three employees, including himself, are BASSET trained, but that he had not previously held a liquor license in the past.

Commissioner Joran asked if parking had been or would become an issue. Mr. Kanchwala stated the establishment has been at the current location since 2006 and never had an issue with parking.

Mr. George Boyle, Asst. Corporation Counsel, asked Mr. Kanchwala if he lived in McLean County and to confirm his position with the establishment. Mr. Kanchwala confirmed he was the owner, but he did not live in McLean County. Mr. Boyle questioned if the establihsment's managers were residents of McLean County. Mr. Kanchwala confirmed both his managers, Anthony Dallevalle and Brianna Garland, were local residents. Commissioner Renner explained their contact information would need to be provided. Mr. Kanchwala stated he would supply the information.

Mr. Boyle inquired about each manager's length of employment. Mr. Kanchwala stated Mr. Dallevalle has been employed for thirteen months and Ms. Garland has been employed for four months. Mr. Boyle confirmed with Mr. Kanchwala he acquired the business a year or two ago. He then asked if Mr. Kanchwala was involved in the previous corporation. Mr. Kanchwala confirmed he was not.

Commissioner Renner noted Rosati's has been a successful business in Bloomington.

Commissioner Renner closed the Public Hearing at 4:05 p.m.

**Commissioner Jordan made a motion, seconded by Commissioner Powell, to positively approve the application to the City Council contingent upon the compliance with all building, health, and safety codes.**

**Commissioner Renner directed the Clerk to call the roll, which resulted in the following:**

**Ayes: Commissioners Jordan, Powell, and Renner.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 6. Public Hearing on a Change of Ownership Application from Bloomington Chateau Partners, LLC, d/b/a Chateau Hotel and Conference Center to Hostmark Hospitality Group, Inc., d/b/a Chateau Hotel and Conference Center, located at 1621 Jumer Drive who is requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:05 p.m.

Commissioner Renner asked if there was anyone who would like to speak for or against the application; none came forward.

Jermey Cruthis, General Manager of the Chateau Hotel and Conference Center, after being sworn in, addressed the commission on the change of ownership. He explained the staff was excited about the new ownership and the establishment applied for the liquor license in order to continue to offer liquor services. Mr. Cruthis stated they would be doing business as Hostmark Hospitality Group.

# CONSENT AGENDA ITEM NO. 7.J

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Public Works Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 19 and Lot 19A in Peoria Point, from David G. Hunt to the petitioners, Carey M. and Angela K. Davis, as requested by the Public Works Department.

**RECOMMENDED MOTION:** The proposed Lease Transfer 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:** Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lots 19 and 19A in Peoria Point, from David G. Hunt to the petitioners, Carey M. and Angela K. Davis. Lots 19 and 19A have a residence, a septic system, and a dock.

A licensed septic inspector, Rob Sylvester, inspected the septic system on September 28, 2019, and found the system to be in good repair and within the size requirements approved by the McLean County Health Department. In addition, staff has investigated the property and found no deficiencies or ordinance violations for the subject property.

There is currently one boat dock on the subject lot. The proposed lessee will need to obtain a permit, after signing the lease, in order to comply with all applicable ordinances and with the terms of the lease.

Chapter 23, Section 60.1(a) prohibits any individual lessee from leasing more than one lot at Lake Bloomington. However, the lease of these two contiguous lots falls into an exception to that prohibition that allows leasing of more than one lot when one of the lots would be unbuildable if severed from the other.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula of $0.40 per $100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $957.92 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is

recorded in the Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvements: on page 124.

**COMMUNITY DEVELOPMENT IMPACT:** Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment. Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Jim Karch, Director of Public Works 11/27/2019

Chris Tomerlin, Budget Manager 11/27/2019

George Boyle

George Boyle, Assistant Corporation Counsel 12/2/2019

Tara Henry, Legislative Assistant 12/6/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- PW 1B Current Lease_Hunt to Davis Lake Lease Transfer 12162019_redacted
- PW 1C Property Manager Memo_Hunt to Davis Lake Lease Transfer 12162019_redacted
- PW 1D Petition_Hunt to Davis Lake Lease Transfer 12162019_redacted
- PW 1E Septic Information_Hunt to Davis Lake Lease Transfer 12162019_redacted
- PW 1F Davis Agreement_ Hunt to Davis Lake Lease Transfer 12162019_redacted
- PW 1G Location Map_Hunt to Davis Lake Lease Transfer 12162019
- PW 1H Unrecorded Plat Map_Hunt to Davis Lake Lease Transfer 12162019
- PW 1I Structure Map_Hunt to Davis Lake Lease Transfer 12162019
- PW 1J Photographs_Hunt to Davis Lake Lease Transfer 12162019

**AMENDED LAKE BLOOMINGTON LEASE**

THIS LEASE is entered into on the _____ day of November, 2002 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and David G. Hunt and Teresa J. Hunt as joint tenants of the Village of Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

**W I T N E S S E T H**

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 19 in Peoria Point, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois and the following parcel hereafter referred to as Lot 19A.

Beginning at the East corner of Lot 19 in the Peoria Point Subdivision at Lake Bloomington; thence northeast 85.16 feet along the Southeast Line of Lot 19A; thence northwest 63.00 feet along a line which forms an angle to the right of 66-27'-06" with the last described course; thence southwest 83.53 feet along a line which forms an angle to the right of 135-49'-40" with the last described course; thence southeast 91.08 feet along a line which forms an angle to the right of 56-46'-11" with the last described course to the Point of Beginning, containing 0.129 acres.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property,~~

~~including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Least to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($.____) per $100 EAV.

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon that part of the premises lying within Lot 19 that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all

governmental bodies having jurisdiction over said premises. Lessee may not construct any improvements on Lot 19A without the consent of Lessor.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. No such assignment, transfer rental or sublease may be made as to Lessee's interest in any of the lots conveyed by this lease except if made in conjunction with an assignment, transfer, rental or sublease of Lessee's interest in all of the lots. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over

property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

| City | Lessee |
|---|---|
| City of Bloomington<br>City Hall<br>109 E. Olive Street<br>Bloomington, IL 61701 | David & Theresa Hunt<br>[redacted]<br>Normal, IL 61761 |

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

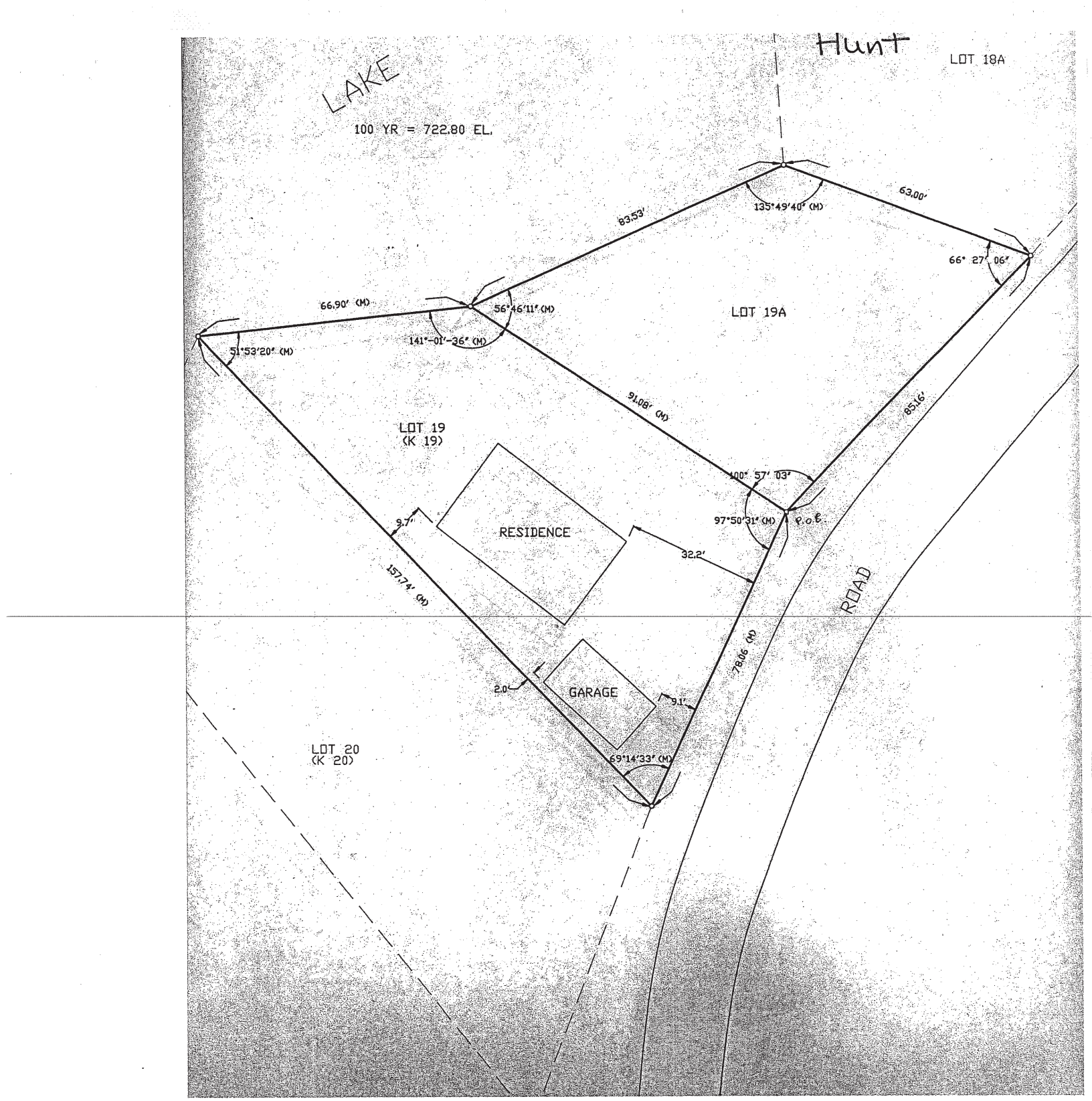
By: [redacted]
Its Mayor

Attest: [redacted]

-Lessee-

[redacted]

[redacted]


Hunt
LOT 18A
LAKE
100 YR = 722.80 EL.
83.53'
135°49'40" (M)
63.00'
66° 27' 06"
66.90' (M)
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51°53'20" (M)
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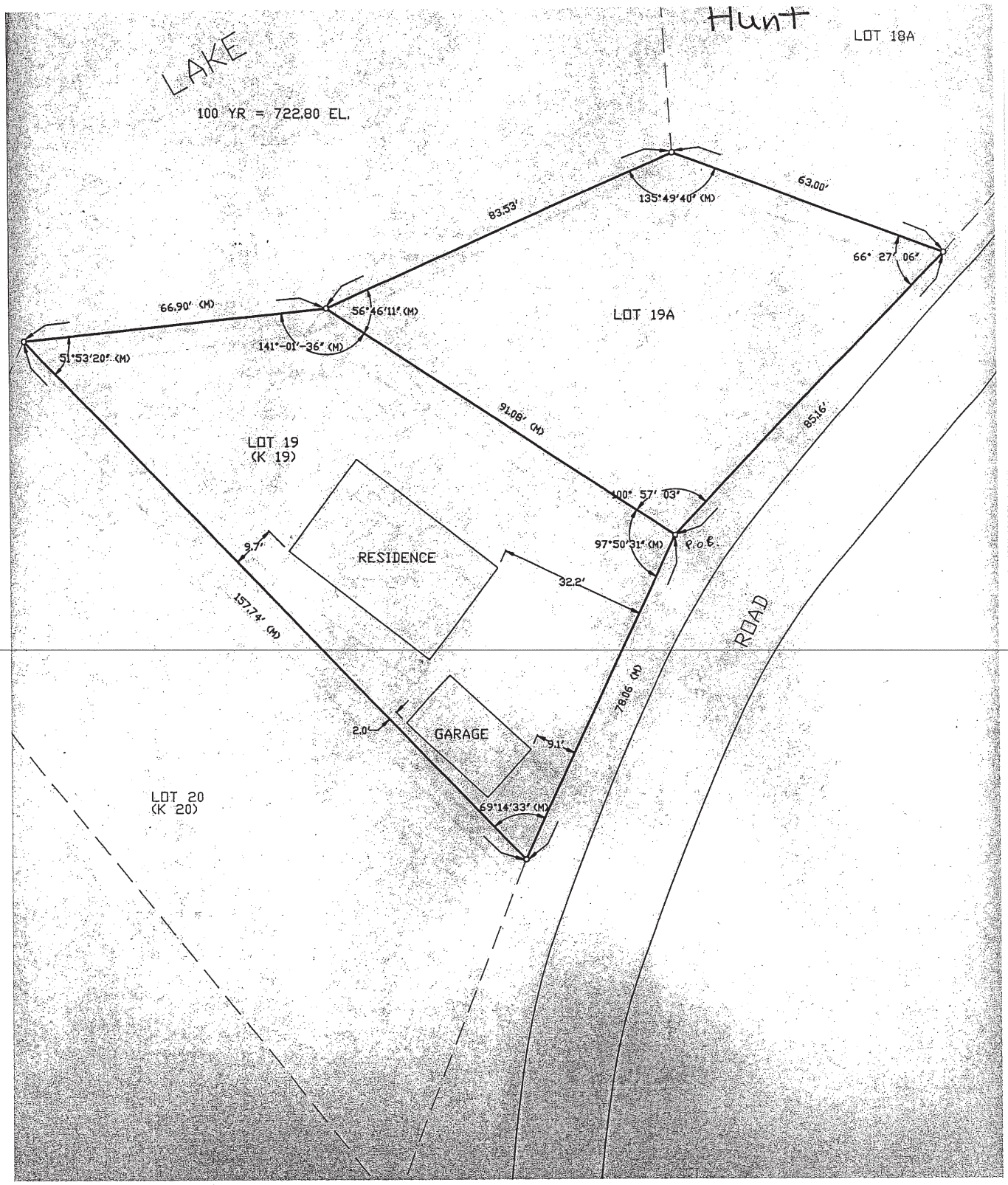
Hunt
LOT 18A
LAKE
100 YR = 722.80 EL.
83.53'
135°49'40" (M)
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66.90' (M)
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LOT 19A
141°-01'-36" (M)
51°53'20" (M)
91.08' (M)
85.16'
LOT 19
(K 19)
100° 57' 03"
97°50'31" (M)
P.O.B.
9.7'
RESIDENCE
32.2'
157.74' (M)
ROAD
78.06' (M)
2.0'
GARAGE
9.1'
69°14'33" (M)
LOT 20
(K 20)

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Amendment to Lake Bloomington Lease Lot 18 and 19 in Peoria Point

The Lessees of Lots 18 and 19 in Peoria Point have asked the City to amend their leases to include land lying between them that is not part of a platted lot. They had the area surveyed and a drawing showing the proposed division of the property has been submitted for your review. This is not buildable land and the lessees have agreed to a term in their leases prohibiting the construction of any structure on the additional property. This comports with past City practice.

Staff recommends the leases be amended as requested on the condition that Lessees may not construct any improvements outside of their original platted lots.
Respectfully,

Hannah Eisner
Assistant Corporation Counsel

George Drye
Director of Engineering and Water

Tom Hamilton
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Schmidt that the leases for Lot 18 and Lot 19 in Peoria Point be amended to include the additional property shown on the drawings as submitted with the condition that Lessees may not construct any improvements within the area.**

**The Mayor directed the Clerk to call the roll which resulted in the following:**

**Ayes: Alderman Crawford, Fruin, Schmidt, Finnegan, Veitengruber, Sprague, Matejka and Whalen.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

# MEMORANDUM

November 24, 2019

To: Jim Karch, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lots 19 & 19A in Peoria Point Lake Lease Transfer

A petition and Lake Lease Transfer request has been submitted for Lots 19 & 19A in Peoria Point, from David G. Hunt to the petitioners, Carey M. and Angela K. Davis.

EAV for this property is $239,481. The Lake Lease is currently at a rate of $0.40 per $100.00 of EAV. The Lake Lease rate will remain at $0.40 per $100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of $0.40 per $100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $957.92 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in the Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvements: on page 124.

Sincerely,

[redacted]

Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email: jdarter@cityblm.org

# LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 19 and 19A ~~Block:~~ _____ ~~of Camp~~ PEORIA POINT
I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:
From: DAVID G. HUNT and TERESA J. HUNT (Sellers Name)
To: CAREY M. DAVIS and ANGELA K. DAVIS (Buyers Name)

X [redacted]

X [redacted] (Signatures of Seller)

**********

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes CAREY M. DAVIS and ANGELA K. DAVIS (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of DAVID G. HUNT and TERESA J. HUNT (Seller) In and to the Lease made on the (Date) NOVEMBER , 2002 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) DAVID G. HUNT and TERESA J. HUNT has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

X [redacted]

X [redacted]

(Signature of Buyer(s))

**********

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 19 AND 19A ~~BLOCK _____ CAMP~~ PEORIA POINT, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) DAVID G. HUNT AND TERESA J. HUNT in and to the premises known as Lot 19 and 19A ~~Block _____ in Camp~~ PEORIA POINT, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

_____
, Mayor

McLean County
Health Department
*Partners in Prevention*

McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

October 15, 2019

Mr. Dave Hunt
[redacted]
Hudson, IL 61748

Re: Septic Permit #03-11622
Parcel #08-06-301-001
Lot 19, Lake Bloomington – Peoria Point Subdivision

Dear Mr. Hunt:

On October 11, 2019, this department received a septic system evaluation report from Mr. Rob Sylvester, a McLean County licensed private sewage system installer, regarding the above-referenced property. The evaluation performed on September 28, 2019 indicated that the septic system had no deficiencies at that time.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at www.health.mcleancountyil.gov.

2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.

3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.

4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 2003 and is now approximately 16 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

If you have any questions, please contact Mr. Jared Johnson, of this department, at (309) 888-5482.

Respectfully,

[redacted]

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Sylvester, Sylvester Septic & Concrete
Mr. Joe Darter, Water Department Property Manager
Mr. Carey Davis

TJA:AC:hm

AC-0601-19-231

# EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

Log #: _____

Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or [illegible] properly must be thoroughly documented on this report. Place all comments in the comment section on the last page.

***This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.***

## 1. Current Owner Information:

Name: Dave Hunt

Address: [redacted]

Phone #: Day: _____ Home: _____

## 2. Requestor Information:

Name: Carey Davis

Address: [redacted]

Phone #: Day: [redacted] Home: _____

Email: careydavis@ahwllc.com

## 3. Property Information:

Parcel Number (Tax ID): 08-06-301-001 Date Evaluation Performed: 09/28/19

Address of property evaluated: [redacted] Sub. & Lot: _____

Permit available from Health Dept.: Yes [X] No [ ] Permit Number: 03-11622

## 4. Interview Information:

Person interviewed: No one

Original owner: Yes [X] No [ ]

Age of home (years): 16

Intended for seasonal use: Yes [ ] No [X]

Date last occupied: 1 Month ago

Number of occupants: 2

Has tank ever been pumped: Yes [ ] No [X] N/A

If yes, how often: _____

## 5. Interior Evaluation:

Number of bedrooms: 3

Garbage disposal: Yes [X] No [ ]

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes [ ] No [X]

Water softener discharges to: n/a

Clothes washer discharges to: septic

Dishwasher discharges to: septic

Hot tub discharges to: n/a

Basement plumbing fixtures:

a. kitchen sink
b. Full bath sink, shower, toilet
c. 1/2 bath sink, toilet
d. washer and a bar sink

Discharge locations:

a. septic
b. septic
c. septic
d. septic

Basement floor drains discharge to: septic

Garage floor drains discharge to: n/a

Sump pit/pump discharges to: N/A

Downspouts discharge to: tile to ravine

## 6. Exterior Evaluation Points:

### A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

| Tank One: N/A ☐ | Yes | No | Tank Two: N/A ☒ | Yes | No |
|---|---|---|---|---|---|
| Depth of soil to top of tank: 29 inches | | | Depth of soil to top of tank: _____ inches | | |
| Tank has access within 12" of ground surface: | ☒ | ☐ | Tank has access within 12" of ground surface: | ☐ | ☐ |
| Size: 1500 gallons Type: concrete | | | Size: _____ gallons Type: _____ | | |
| Meets current code: | ☒ | ☐ | Meets current code: | ☐ | ☐ |
| Tank lids in good condition: | ☒ | ☐ | Tank lids in good condition: | ☐ | ☐ |
| Inlet baffle in good condition: | ☒ | ☐ | Inlet baffle in good condition: | ☐ | ☐ |
| Evidence of solids on inlet baffle: | ☐ | ☒ | Evidence of solids on inlet baffle: | ☐ | ☐ |
| Outlet baffle in good condition: | ☒ | ☐ | Outlet baffle in good condition: | ☐ | ☐ |
| Evidence of solids on outlet baffle: | ☐ | ☒ | Evidence of solids on outlet baffle: | ☐ | ☐ |
| Water standing in outlet: | ☐ | ☒ | Water standing in outlet: | ☐ | ☐ |
| Water level below outlet: | ☐ | ☒ | Water level below outlet: | ☐ | ☐ |
| Tank needs to be pumped: | ☐ | ☒ | Tank needs to be pumped: | ☐ | ☐ |
| Outlet device/filter on tank: | ☐ | ☒ | Outlet device/filter on tank: | ☐ | ☐ |
| Type: _____ | | | Type: _____ | | |
| Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☒ | | | Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☒ | | |

### B. SEEPAGE FIELD -- This Section N/A ☒

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

| | Yes | No |
|---|---|---|
| Meets current code sizing requirements: | ☐ | ☐ |
| Seepage standing on ground surface: | ☐ | ☐ |
| Lush vegetation or saturated soil on or near seepage field area: | ☐ | ☐ |
| Evidence that water has ponded over seepage field or the soil is saturated: | ☐ | ☐ |
| Solids or "carry over" material present in the rock or bedding material: | ☐ | ☐ |

Depth of water in trench: _____ inches

### C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

| | Yes | No |
|---|---|---|
| Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code? | ☐ | ☐ |

### D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

| | Yes | No |
|---|---|---|
| Meets current code sizing requirements: | ☐ | ☐ |
| Seepage standing on ground surface: | ☐ | ☐ |
| Lush vegetation or saturated soil on or near seepage bed area: | ☐ | ☐ |
| Evidence water has ponded over seepage bed or is soil saturated: | ☐ | ☐ |
| Solids or "carry over" material present in the rock or bedding material: | ☐ | ☐ |

Depth of water in the bed: _____ inches

## E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 18 inches

Square feet of sand filter: 600 square feet

| | Yes | No |
|---|---|---|
| Is water standing in the distribution pipes or in the rock that surrounds the pipe: | ☐ | ☒ |
| Meets current code sizing requirements: | ☒ | ☐ |
| Seepage standing on ground surface over filter: | ☐ | ☒ |
| Lush vegetation on or near sand filter: | ☐ | ☒ |
| Evidence if water has ponded over sand filter: | ☐ | ☒ |
| Sand filter vented as required: | ☒ | ☐ |
| Vent in good repair: | ☒ | ☐ |
| Chlorinator with screw on cap present: | ☒ | ☐ |
| Chlorinator tube with corrosion resistant handle present: | ☒ | ☐ |
| Evidence of chlorination: | ☒ | ☐ |
| Evidence of restricted flow in chlorinator: | ☐ | ☒ |
| Sample port with screw on cap present: | ☒ | ☐ |

Where does the contact tank discharge to: (*Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.*) rock trench

## F. PUMP OR LIFT STATION -- This Section N/A ☒

| | Yes | No |
|---|---|---|
| Pump chamber an approved design: | ☐ | ☐ |
| Chamber volume 1.5 times the daily flow: | ☐ | ☐ |
| Is there a dual pump: | ☐ | ☐ |
| Alarm present: | ☐ | ☐ |
| Alarm location: _____ | | |
| Alarm properly working with audio and visual functions: | ☐ | ☐ |

## G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

| | Yes | No |
|---|---|---|
| Pump running at time of inspection: | ☐ | ☐ |
| Current maintenance contract in place: | ☐ | ☐ |
| Who is maintenance contract with: _____ | | |
| Alarm present: | ☐ | ☐ |
| Alarm location: _____ | | |
| Alarm properly working with audio and visual functions: | ☐ | ☐ |

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

| | | |
|---|---|---|
| Chlorinator with screw on cap present: | ☐ | ☐ |
| Chlorinator tube with corrosion resistant handle present: | ☐ | ☐ |
| Evidence of chlorination: | ☐ | ☐ |

Where does the contact tank discharge to: (*Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.*) _____

See Attached Drawing from Permit

**Include all distances as described below.**

NOTE: Be sure to attach drawing to this report.

---

The following distances must be verified to ensure all the information is correct and available in the future.

| *Well or cistern to: N/A [X] | *Geothermal unit to: N/A [X] | *Building to: |
|---|---|---|
| Septic tank: ____ feet | Septic tank: n/a feet | Septic tank: 10 feet |
| Seepage system: N/A feet | Seepage system: n/a feet | Seepage system: N/A feet |
| Sand filter: ____ feet | Sand filter: n/a feet | Sand filter: 31 feet |
| Effluent tile: n/a feet | Effluent tile: n/a feet | Effluent tile: 21 feet |
| Effluent discharge: n/a feet | Effluent discharge: n/a feet | Effluent discharge: 50 feet |
| Geothermal unit: n/a feet | Aerobic unit: n/a feet | Geothermal unit: n/a feet |
| Aerobic unit: n/a feet | | Aerobic unit: N/A feet |
| ***Water line to:** | ***Body of water to: N/A [ ]** | |
| Septic tank: 75 feet | Septic tank: 65 feet | |
| Seepage system: N/A feet | Seepage system: N/A feet | |
| Sand filter: 100 feet | Sand filter: 31 feet | |
| Effluent tile: 150 feet | Effluent tile: 25 feet | |
| Effluent discharge: 180 feet | Effluent discharge: 5 feet | |
| Aerobic unit: N/A feet | Aerobic unit: N/A feet | |

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

Upon inspection, all components of the system are in good working order. The tank does NOT need to be pumped at this time.

This is the condition of the system at the time of inspection.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

**Rob Sylvester** **049-26206**

Inspector Name (print)

[redacted] Verified by PDFfiller 10/13/2016

Signature

**10/8/19**

Date

# LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, _____ between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and CAREY M. DAVIS and ANGELA K. DAVIS

**(if more than one Lessee, cross out 2 of the following that do not apply)** (as joint tenants) (~~as tenants in common~~) (~~as tenants by the entirety~~) of , Gibson City, County of ~~McLean~~, Ford State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

   Lot 19 AND 19A in Block _____ in Camp PEORIA POINT according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

   **LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.**

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

CAREY M. DAVIS and ANGELA K. DAVIS

Lessee Billing Address

CAREY M. DAVIS and ANGELA K. DAVIS

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

_____

[redacted]

[redacted]

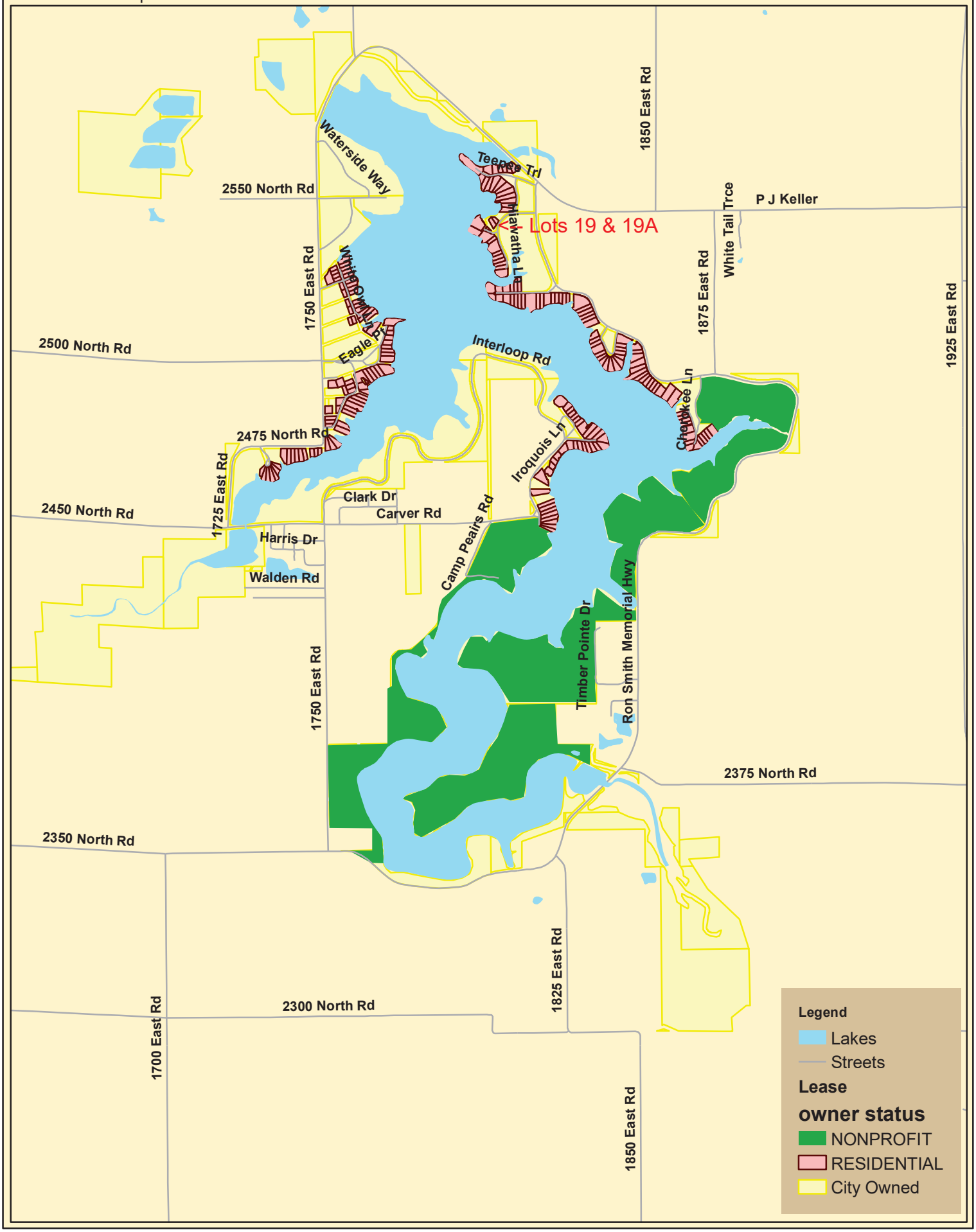
CITY OF BLOOMINGTON

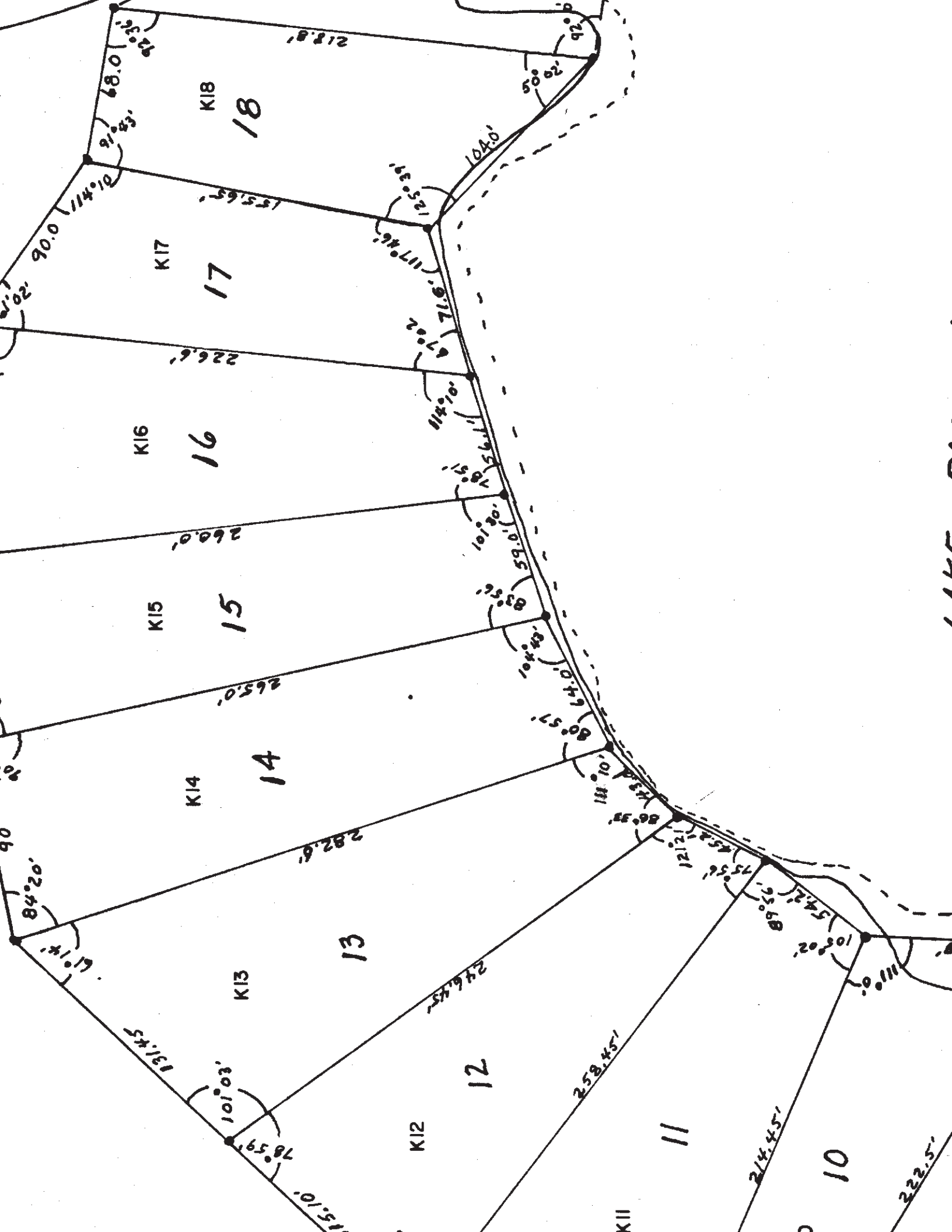
DATE 06/01/2010

Public Works Department

# Lake Bloomington Lease Map

0 1,000 2,000 Feet





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218.8'
104.0'
155.65'
226.6'
260.0'
265.0'
282.6'
246.45'
258.45'
214.45'
222.5'
131.45'
90.0
68.0

11/24/2019

# Lots 19 & 19A Structure Map

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McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and refernce purposes only.

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McGIS

# CONSENT AGENDA ITEM NO. 7.K

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Public Works Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 3, Block 28, in Camp Potawatomie, from Barbara Rokos to the petitioner, Barbara Rokos, as Trustee of the Barbara Rokos Trust, as requested by the Public Works Department.

**RECOMMENDED MOTION:** The proposed Lease Transfer 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:** Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 3, Block 28, in Camp Potawatomie from Barbara Rokos to the petitioner Barbara Rokos, as Trustee of the Barbara Rokos Trust. Lot 3 has a residence, a septic system, and a dock.

A licensed septic inspector, Rob Williamson, inspected the septic system on August 27, 2019, and found that the septic system was in disrepair.

As noted in the August 30, 2019 letter from the McLean County Health Department, the condition of the existing septic system was noted to be deficient in the following areas:

- The septic system does need to be pumped at this time. The department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- The sand filter vent is not properly constructed. This must be repaired or replaced.
- There are not screw on type caps provided on the chlorinator and the retention chamber. Screw on caps must be provided.
- The sand filter discharges directly into the lake. Current policy requires sand filter discharges to connect to a 50-foot effluent receiving trench.

The proposed lessee has hired a contractor to perform all required repairs. In addition, the proposed lessee has entered into the attached Supplement Agreement making completion of all repairs within six months of the proposed lease. Please see the attached Supplemental Agreement.

There is currently one boat dock on the subject lot. The proposed lessee will need to obtain

a permit, after signing the lease, in order to comply with all applicable ordinances and with the terms of the lease.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** This petition will have a financial impact in that the current lease uses the current flat rate of $45 per year for determining the Lake Lease Fee. With the current lease flat rate formula of $45 per year, this lease will generate approximately $318.86 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in the Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvements: on page 124.

**COMMUNITY DEVELOPMENT IMPACT:** Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Jim Karch, Director of Public Works 11/27/2019

Chris Tomerlin, Budget Manager 11/27/2019

George Boyle

George Boyle, Assistant Corporation Counsel 12/2/2019

Tara Henry, Legislative Assistant 12/10/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- PW 2B Potawatomie Original Lease_Redacted

- PW 2C Property Manager Memo_Rokos to Rokos Trust Lake Lease Transfer 12162019_redacted
- PW 2D Petition_Rokos to Rokos Trust Lake Lease Transfer 12162019_redacted
- PW 2E Septic Information_Rokos to Rokos Trust Lake Lease Transfer 121620_redacted
- PW 2F Rokos Trust Agreement_Rokos to Rokos Trust Lake Lease Transfer 12162019_Redacted
- PW 2G Supplemental Agreement_Rokos to Rokos Trust 1216201_redacted
- PW 2H Location Map_Rokos to Rokos Trust Lake Lease Transfer 12162019
- PW 2I Unrecorded Plat Map_Rokos to Rokos Trust Lake Lease Transfer 12162019
- PW 2J Structure Map_Rokos to Rokos Trust Lake Lease Transfer 12162019
- PW 2K Photograph_Rokos to Rokos Trust Lake Lease Transfer 12162019

the City of Bloomington, a municipal corporation, of McLean County, Illinois, of the first part, hereinafter called the lessor, and ..... 1924, by and between

John, Barb, Mike, Nick, & Luke Rokos

[redacted] of [redacted]

[redacted] County of McLean State of Illinois, of the second part, hereinafter called the lessee, (to be taken in such number and from such gender as shall be appropriate).

The lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned by said lessee to be paid, kept and performed, has granted, demised and let, and by these presents does grant, demise and let unto the lessee, his heirs, executors, administrators and assigns, all of the following lands and tenements, situated in McLean County, described as follows:

Lot 3 in Block 28 in Hudson, Ill. (Lake Bloomington) P-115
according to the private unrecorded plat of the ground belonging to said lessor located around Lake Bloomington, in Hudson and Money Creek Townships, in McLean County, Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, to said lessee, his heirs, executors, administrators and assigns until the first day of January, 2032, the lessee, his heirs, executors, administrators and assigns covenanting and paying therefor unto the first party its successors and assigns as follows:

1. The lessee shall pay the sum of Forty-Five Dollars Even
($ 45.00 ) Dollars, cash in hand, upon the execution of this agreement, and on or before the first day of January of each year, as rent, the sum of Forty-Five Dollars Even
($ 45.00 ) Dollars.

2. It is further agreed that the lessee shall pay during the life of this lease all taxes that may be levied against said premises or improvements thereon by the Government of the United States, the State of Illinois or any subdivision of either.

3. All improvements to be made on said lot are to be located under the direction of the lessor and all plans and specifications must first be submitted to the lessor for approval, and no additions shall be made to said improvements without the lessor's consent and according to directions.

4. The lessee shall at all times hereafter keep said premises and the structures thereon in good sanitary condition and use all reasonable care to keep the same safe from danger by fire and shall without delay comply with the by-laws and sanitary regulations of the lessor and further agrees that in default in this regard the lessor, by its servants and agents, may enter thereon and remove therefrom any and all nuisances that may in the opinions of the lessor be injurious to health of the occupants of said premises and agrees to pay the lessor all expenses and costs incurred for such removal within ten days thereafter. Said lessee shall keep said premises free and clear of anything that may endanger by fire the buildings thereon or adjacent thereto. Said lessee shall also keep said premises free and clear of noxious weeds and debris and in a neat and sanitary condition and to conform to all rules and regulations that may hereafter be prescribed by the lessor or the law of the State of Illinois.

5. The lessee agrees and is to install and use on said premises such type of sanitary water closets, sinks, garbage cans and other paraphernalia for the disposal of waste as may be approved by the lessor or the State Department of Public Health of the State of Illinois, or any board set up by the State that shall have in charge sanitation and public health in the State of Illinois. The lessee further agrees that he will so use and occupy said premises to in no way contaminate the waters of Lake Bloomington. Lessee further agrees that whenever sewer connections are made available to said premises and it is ordered by the lessor that connections should be made therewith, that he will connect all water closets, cesspools, sinks and drains to said sewer.

6. Lessee further agrees to pay such reasonable water rate or tax for the use of water furnished by the lessor and such garbage and sanitation charges as shall be fixed from time to time by the lessor and according to the rules and regulations as to the time of payment as the lessor may fix.

7. The lessee and those occupying under him shall at all times be subject to such rules and regulations as may from time to time be laid down by lessor, its successors and assigns, in the occupation and use of said premises and the use of Lake Bloomington; and said lessee shall not engage in or permit others to engage in any occupation, business or practice on said premises that shall in any way conflict with or be in violation of any law or the by-laws or regulations of the lessor in effect at that time or thereafter adopted, or use said premises in violation of any laws of any government unit having jurisdiction over said territory. Such violation shall render this lease null and void.

8. Lessee shall use said premises for the purpose of a private dwelling or residence only, except upon special permit from the lessor. No more than one residence shall be built on one lot. No trees or saplings shall be felled or trimmed without the permission of the lessor.

9. The lessee shall not sell, assign or transfer this lease or sublet or allow other persons to occupy said premises without the written consent of the lessor; nothing herein contained, however, shall prevent the lessee from mortgaging said premises for the purpose of securing funds to construct a home thereon or to repair existing structures on the leasehold, but in no event, however, shall this clause be construed to mean that the lessee shall mortgage any more than his lease interest and that the fee to the lot shall remain in the lessor regardless of any foreclosure proceedings.

10. All bills due the lessor by the lessee for water, garbage disposal, etc., if not paid within thirty days after the same shall be due and payable, shall be increased ten per cent of their amount.

11. The lessee shall have the right to use Lake Bloomington for boating, swimming and fishing under such rules and regulations as now or may hereafter be prescribed by the lessor.

12. If the lessee shall fail to pay or perform any act as herein agreed, then this lease at the election of the lessor be null and void and all improvements on said premises shall be forfeited to the lessor and the lessor shall be entitled to immediate possession of said premises and improvements. And in case this lease shall be declared void lessee shall thenceforth be deemed a mere tenant holding over after the expiration of this lease and be liable to be proceeded against without notice to quit. Notice to quit and of a forfeiture are hereby waived. And the lessor upon such default shall be at liberty to sell or lease the premises to any person or persons whomsoever without being liable in law or equity to the lessee or any person claiming under him for any damages in consequence of such sale or lease. And the lessor shall have the right to recover all damages sustained by reason of the holding over of the lessee without permission. It is understood that TIME is and shall be deemed and taken as of the very essence of this agreement; that unless the same shall in all respects be complied with by the lessee at the respective times and in the manner above limited and declared, the lessee shall lose and be debarred from all rights, remedies and actions, either in law or in equity, upon or under this lease.

13. It is further agreed that in case default should be made by the lessee in any of the conditions stipulated to be performed by him and the lessor shall see fit to declare this lease void, such declaration shall be made and this lease forfeited by notice thereof addressed to the lessee at .....
and this shall constitute a good and sufficient notice and service thereof, or by the re-entry and taking possession without notice.

14. This agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF the lessor has caused this instrument to be executed by its Mayor and City Clerk, and its seal attached hereto, and the lessee has hereunto set his hand and seal, all on the day and year first above written.

Attest:

CITY OF BLOOMINGTON, ILLINOIS

By [redacted] [redacted]

Its City Clerk. [redacted] ...or.

[redacted] ...(Seal)

[redacted]

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

# MEMORANDUM

November 24, 2019

To: Jim Karch, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 3 Block 28 in Camp Potawatomie Lake Lease Transfer

A petition and Lake Lease Transfer request has been submitted for Lot 3 in Block 28 in Camp Potawatomie, from Barbara Rokos to the petitioners, Barbara Rokos Trust.

EAV for this property is $79,714. The Lake Lease is currently at a flat rate of $45.00 per year. The Lake Lease rate will increase to $0.40 per $100.00 of EAV.

This petition will have a financial impact in that the current lease uses the current flat rate of $45 per year for determining the Lake Lease Fee. With the current lease flat rate formula of $45.00 per year, this lease will generate approximately $318.86 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in the Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvements: on page 124.

Sincerely,

Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email: jdarter@cityblm.org

# LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 3 Block 28 of Camp POTOWATOMIE
I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:
From: BARBARA A. ROKOS (Sellers Name)
To: BARBARA A. ROKOS, TRUSTEE OF THE BARBARA ROKOS TRUST DATED JUNE 17, 2019 (Buyers Name)
[redacted]
(Signatures of Seller)

**********

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes BARBARA A. ROKOS, TRUSTEE OF THE BARBARA ROKOS TRUST DATED JUNE 17, 2019 (Buyer) and respectfully shows that ~~He~~/She/~~They~~ became the purchaser of all right, title and interest of BARBARA A. ROKOS (Seller) In and to the Lease made on the (Date) 03/14/1994 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) BARBARA A. ROKOS has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted
[redacted]
(Signature of Buyer(s))

**********

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 3
BLOCK 28 CAMP POTOWATOMIE, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) BARBARA A. ROKOS in and to the premises known as Lot 3 Block 28 in Camp POTOWATOMIE, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

_____
, Mayor

McLean County
Health Department
*Partners in Prevention*

McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

August 30, 2019

Ms. Barb Rokos
[redacted]

Re: Septic Permit #83-7461
Parcel #07-12-177-007
Lot 115, Lake Bloomington – Potowatomie Subdivision

Dear Ms. Rokos:

On August 28, 2019, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on August 27, 2019 and the following deficiencies were noted:

- The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- The sand filter vent is not properly constructed. This must be repaired or replaced.
- There are not screw on type caps provided on the chlorinator and the retention chamber. Screw on type caps must be provided.
- The sand filter discharges directly to the lake. Current policy requires sand filter discharges to connect to a 50 foot effluent receiving trench.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at https://health.mcleancountyil.gov/
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.

3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.

4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 1983 and is now approximately 36 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at https://health.mcleancountyil.gov/.

Please contact Mr. Jared Johnson, of this department at (309) 888-5482, within ten days of the date of this letter, to discuss the options available to you to bring the property into compliance with code requirements.

Respectfully,

[redacted]

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager

TJA:AC:hm

AC-0601-19-197

# EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only
Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

***This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.***

**1. Current Owner Information:**

Name: *Barb Rokos*
Address: [redacted]
Phone #: Day [redacted] Home [redacted]

**2. Requestor Informtion:**

Name: *same*
Address: _____
Phone #: Day - - Home - -

**3. Property Information:**

Parcel Number (Tax ID): ( ) *07-12-177-007* Date Evaluation Performed: *08-27-19*
Address of property evaluated: [redacted] Sub. & Lot: _____
Permit available from Health Dept.: Yes ☒ No ☐ Permit #: *83-7461*

**4. Interview Information:**

Person interviewed: *Barb Kokos* Original owner: Yes ☐ No ☒
Age of home (years): _____ Intended for seasonal use: Yes ☒ No ☐
Date last occupied: _____ Number of occupants: *1*
Has tank ever been pumped: Yes ☐ No ☒ If yes, how often: _____

**5. Interior Evaluation:**

Number of bedrooms: *1* Garbage disposal: Yes ☐ No ☒
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒
Water softener discharges to: *n/a* Clothes washer discharges to: *septic*
Dishwasher discharges to: *n/a* Hot tub discharges to: *n/a*

Basement plumbing fixtures:
a. *n/a*
b. _____
c. _____
d. _____

Discharge locations:
a. _____
b. _____
c. _____
d. _____

Basement floor drains discharge to: *n/a* Garage floor drains discharge to: *n/a*
Sump pit/pump discharges to: *ground surface* Downspouts discharge to: *ground surface*

## 6. Exterior Evaluation Points:

### A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

| Tank One: N/A ☐ | Yes | No |
|---|---|---|
| Depth of soil to top of tank: *24* inches | | |
| Tank has access within 12" of ground surface | ☒ | ☐ |
| Size: *750* gallons Type: | | |
| Meets current code: | ☒ | ☐ |
| Tank lids in good condition: | ☒ | ☐ |
| Inlet baffle in good condition: | ☒ | ☐ |
| Evidence of solids on inlet baffle: | ☐ | ☒ |
| Outlet baffle in good condition: | ☒ | ☐ |
| Evidence of solids on outlet baffle: | ☐ | ☒ |
| Water standing in outlet: | ☐ | ☒ |
| Water level below outlet: | ☐ | ☒ |
| Tank needs to be pumped: | ☒ | ☐ |
| Outlet device/filter on tank: | ☐ | ☒ |
| Type: | | |
| Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐ | | |

| Tank Two: N/A ☒ | Yes | No |
|---|---|---|
| Depth of soil to top of tank: inches | | |
| Tank has access within 12" of ground surface | ☐ | ☐ |
| Size: gallons Type: | | |
| Meets current code: | ☐ | ☐ |
| Tank lids in good condition: | ☐ | ☐ |
| Inlet baffle in good condition: | ☐ | ☐ |
| Evidence of solids on inlet baffle: | ☐ | ☐ |
| Outlet baffle in good condition: | ☐ | ☐ |
| Evidence of solids on outlet baffle: | ☐ | ☐ |
| Water standing in outlet: | ☐ | ☐ |
| Water level below outlet: | ☐ | ☐ |
| Tank needs to be pumped: | ☐ | ☐ |
| Outlet device/filter on tank: | ☐ | ☐ |
| Type: | | |
| Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐ | | |

### B. SEEPAGE FIELD -- This Section N/A ☒

Depth to top of field: inches to inches

Square feet of field: square feet

| | Yes | No |
|---|---|---|
| Meets current code sizing requirements: | ☐ | ☐ |
| Seepage standing on ground surface: | ☐ | ☐ |
| Lush vegetation or saturated soil on or near seepage field area: | ☐ | ☐ |
| Evidence that water has ponded over seepage field or the soil is saturated: | ☐ | ☐ |
| Solids or "carry over" material present in the rock or bedding material: | ☐ | ☐ |

Depth of water in trench : inches

### C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

| | Yes | No |
|---|---|---|
| Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code? | ☐ | ☐ |

### D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

| | Yes | No |
|---|---|---|
| Meets current code sizing requirements: | ☐ | ☐ |
| Seepage standing on ground surface: | ☐ | ☐ |
| Lush vegetation or saturated soil on or near seepage bed area: | ☐ | ☐ |
| Evidence water has ponded over seepage bed or is soil saturated: | ☐ | ☐ |
| Solids or "carry over" material present in the rock or bedding material: | ☐ | ☐ |

Depth of water in bed : inches

## E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: *13* inches

Square feet of sand filter: *200* square feet

| | Yes | No |
|---|---|---|
| Is water standing in the distribution pipes or in the rock that surrounds the pipe: | ☐ | ☒ |
| Meets current code sizing requirements: | ☒ | ☐ |
| Seepage standing on ground surface over filter: | ☐ | ☒ |
| Lush vegetation on or near sand filter: | ☐ | ☒ |
| Evidence if water has ponded over sand filter: | ☐ | ☒ |
| Sand filter vented as required: | ☒ | ☐ |
| Vent in good repair: | ☐ | ☒ |
| Chlorinator with screw on cap present: | ☒ | ☒ |
| Chlorinator tube with corrosion resistant handle present: | ☒ | ☐ |
| Evidence of chlorination: | ☒ | ☐ |
| Evidence of restricted flow in chlorinator: | ☐ | ☒ |
| Sample port with screw on cap present: | ☒ | ☐ |

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: *lake*

## F. PUMP OR LIFT STATION -- This Section N/A ☒

| | Yes | No |
|---|---|---|
| Pump chamber an approved design: | ☐ | ☐ |
| Chamber volume 1.5 times the daily flow: | ☐ | ☐ |
| Is there a dual pump: | ☐ | ☐ |
| Alarm present: | ☐ | ☐ |
| Alarm location: _____ | | |
| Alarm properly working with audio and visual functions: | ☐ | ☐ |

## G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

| | Yes | No |
|---|---|---|
| Pump running at time of inspection: | ☐ | ☐ |
| Current maintenance contract in place: | ☐ | ☐ |
| Who is maintenance contract with: _____ | | |
| Alarm present: | ☐ | ☐ |
| Alarm location: _____ | | |
| Alarm properly working with audio and visual functions: | ☐ | ☐ |

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

| | | |
|---|---|---|
| Chlorinator with screw on cap present: | ☐ | ☐ |
| Chlorinator tube with corrosion resistant handle present: | ☐ | ☐ |
| Evidence of chlorination: | ☐ | ☐ |

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: _____

## Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

| *Well or cistern to: N/A ☐ | | *Geothermal unit to: N/A ☐ | | *Building to: | |
|---|---|---|---|---|---|
| Septic tank: | feet | Septic tank: | feet | Septic tank: | feet |
| Seepage system: | feet | Seepage system: | feet | Seepage system: | feet |
| Sand filter: | feet | Sand filter: | feet | Sand filter: | feet |
| Effluent tile: | feet | Effluent tile: | feet | Effluent tile: | feet |
| Effluent discharge: | feet | Effluent discharge: | feet | Effluent discharge: | feet |
| Geothermal unit: | feet | Aerobic unit: | feet | Geothermal unit: | feet |
| Aerobic unit: | feet | | | Aerobic unit: | feet |
| *Water line to: | | *Body of water to: N/A ☐ | | | |
| Septic tank: | feet | Septic tank: | feet | | |
| Seepage system: | feet | Seepage system: | feet | | |
| Sand fitler: | feet | Sand filter: | feet | | |
| Effluent tile: | Feet | Effluent tile: | feet | | |
| Effluent discharge: | feet | Effluent discharge: | feet | | |
| Aerobic unit: | feet | Aerobic unit: | feet | | |

**Comments:**

**This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.**
*The septic tank should be pumped now and regularly as needed in the future. The sand filter vent is a coupling with a grate instead of a tee. The chlorinator and retention chamber have slip-on caps rather than screw-on caps. The sand filter discharges to the lake rather than a rock trench. This septic system does appear to be functioning at this time. The house is used seasonally and may evaluate differently under full time use.*

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

*Rob Williamson*
Inspector's Name (print)

[redacted]
Signature

*08-28-19*
Date

# LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 14th day of NOVEMBER, 2019 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and BARBARA A. ROKOS

TRUSTEE OF THE BARBARA ROKOS TRUST DATED JUNE 17, 2019

**(if more than one Lessee, cross out 2 of the following that do not apply)** ~~(as joint tenants) (as tenants in common) (as tenants by the entirety)~~ of , BLOOMINGTON, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

   Lot 3 in Block 28 in Camp POTOWATOMIE according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

   **LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.**

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

   ~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

BARBARA A. ROKOS,
TRUSTEE OF THE BARBARA ROKOS TRUST DATED JUNE 17, 2019
[redacted]

Lessee Billing Address

BARBARA A. ROKOS,
TRUSTEE OF THE BARBARA ROKOS TRUST DATED JUNE 17, 2019
[redacted]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

[redacted]

_____

_____

CITY OF Bloomington ILLINOIS

*Public Works Department*
*Water Division*
*603 W. Division Street*
*Bloomington, IL 61701*
*Phone: 309-434-2426*

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Trustee of the Barbara Rokos Trust Dated June 17, 2019, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 3 in Block 28 in Camp Potawatomie and enforceable under the terms of said lease. The below items must be completed within six (6) months of the date of transfer.

1. Lessee shall have the septic tank pumped.

2. Lessee shall have the sand filter vent properly constructed and repaired.

3. Lessee shall have screw on type caps installed on the chlorinator and the retention chamber.

4. Lessee shall repair the sand filter discharge so that it does negatively impact Lake Bloomington. All repairs must be placed within the leased lot and not on City of Bloomington marginal land adjacent to the leased lot.

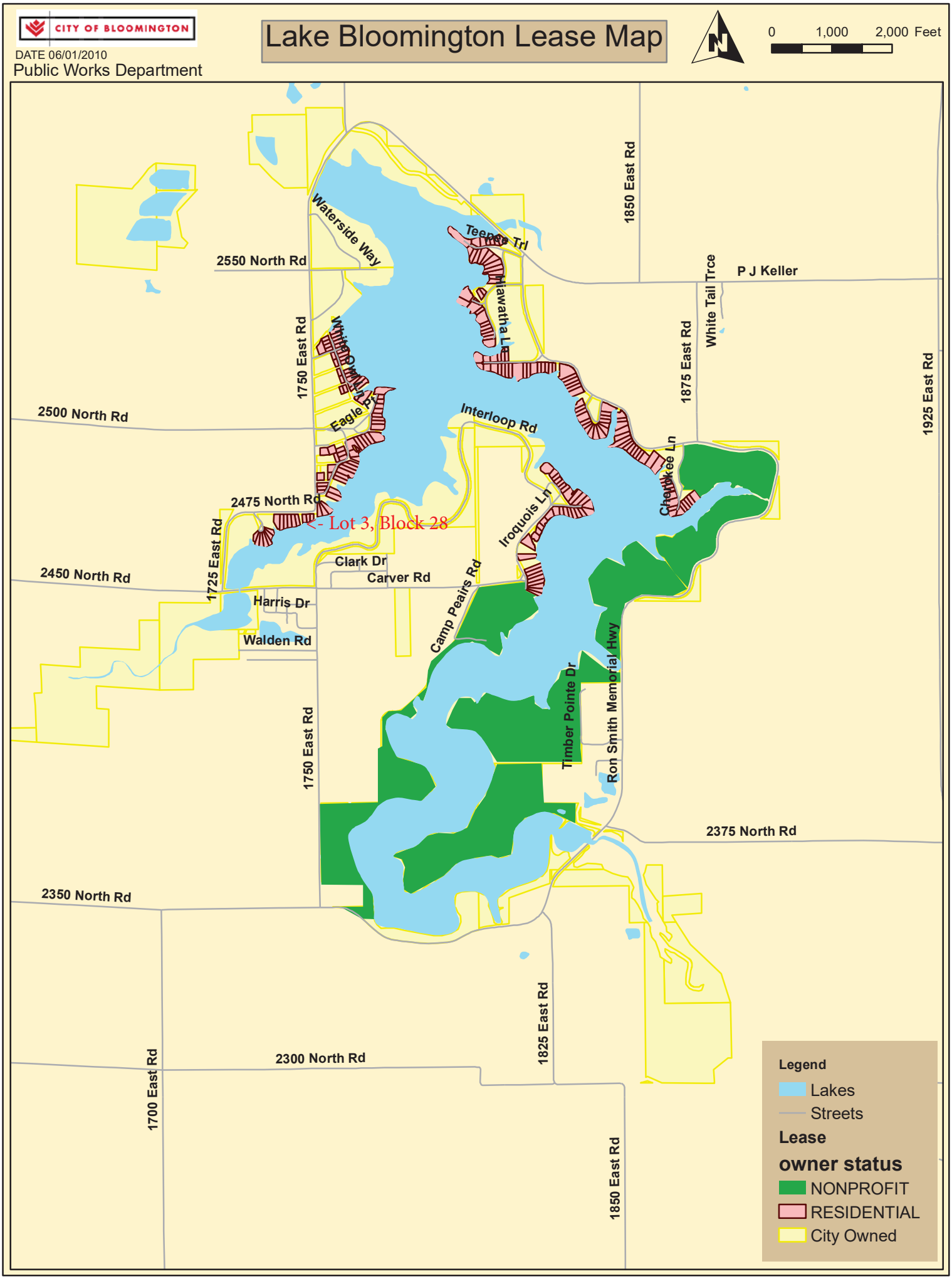
5. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

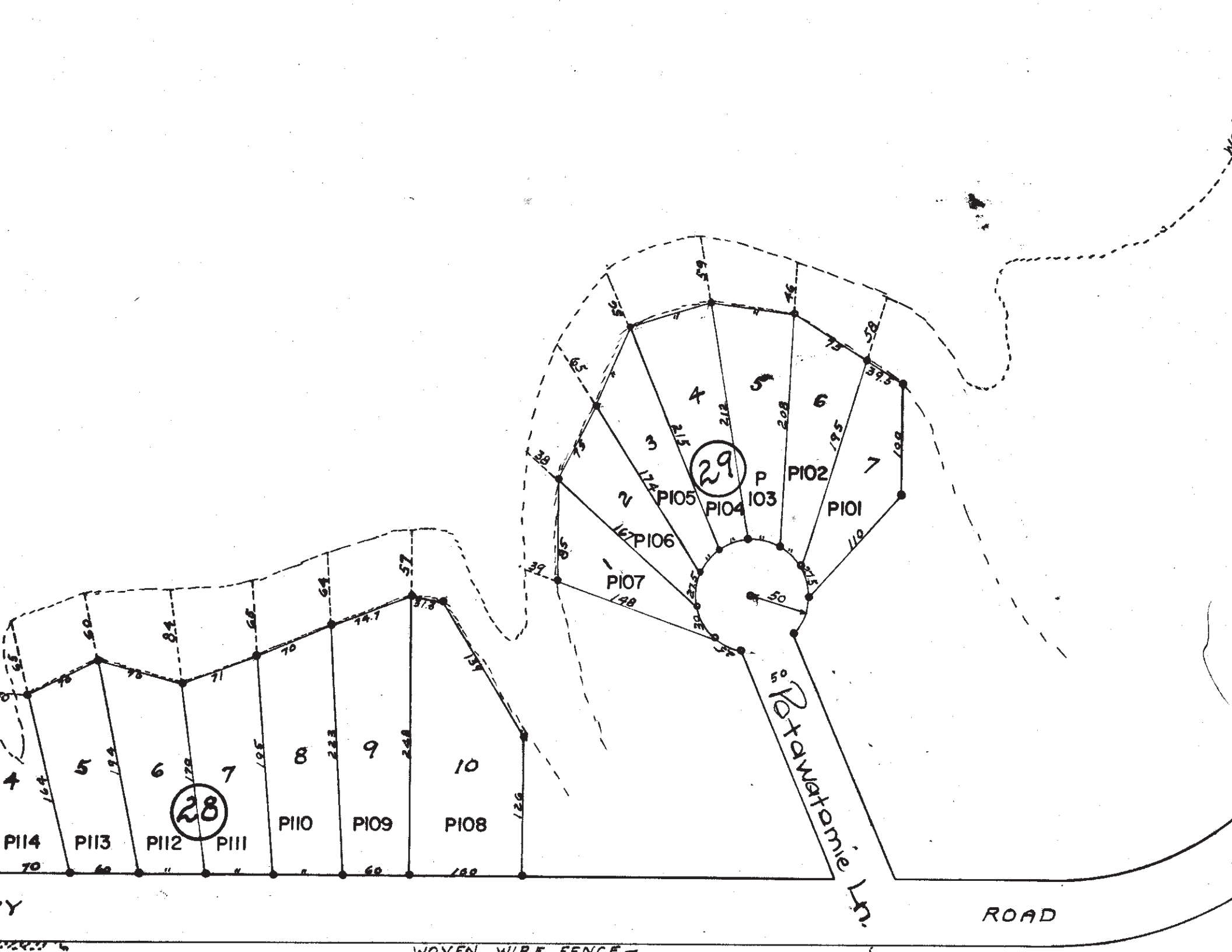
LESSOR: City of Bloomington
A Municipal Corporation

By:_____
Tari Renner, Mayor

ATTEST:_____
Leslie Yocum, City Clerk

Lessees: [redacted]
Trustee of the Barbara Rokos Trust


CITY OF BLOOMINGTON
DATE 06/01/2010
Public Works Department
Lake Bloomington Lease Map
0 1,000 2,000 Feet
1850 East Rd
Waterside Way
Teepee Trl
2550 North Rd
P J Keller
Miawatha Ln
White Tail Trce
1750 East Rd
White Owl Pl
Eagle Pl
1875 East Rd
1925 East Rd
2500 North Rd
Interloop Rd
Cherokee Ln
2475 North Rd
<- Lot 3, Block 28
Iroquois Ln
1725 East Rd
Clark Dr
Carver Rd
2450 North Rd
Harris Dr
Camp Peairs Rd
Walden Rd
Timber Pointe Dr
Ron Smith Memorial Hwy
1750 East Rd
2375 North Rd
2350 North Rd
1825 East Rd
2300 North Rd
1700 East Rd
1850 East Rd
Legend
Lakes
Streets
Lease
owner status
NONPROFIT
RESIDENTIAL
City Owned



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P111
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P114
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28
Potawatomie Ln.
ROAD
WOVEN WIRE FENCE

11/24/2019

# Lot 3 Block 28 Structure Map

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McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and refernce purposes only.

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McGIS

# REGULAR AGENDA

# REGULAR AGENDA ITEM NO. 8.A

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Legal Department

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and action on an Ordinance Amending Chapter 11 of the City Code to Prohibit Cannabis Business Establishments, as requested by the Legal Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**
-Goal 5. Great Place – Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 1c. Engaged residents that are well informed and involved in an open governance process

**BACKGROUND:** On June 25, 2019, Illinois Governor J.B. Pritzker signed the Cannabis Regulation and Tax Act ("Act") into law. The Act goes into effect on January 1, 2020, and legalizes and regulates the production, consumption, and sale of recreational cannabis in Illinois. As part of the Act, a number of "cannabis business establishments" are recognized, including Adult-Use Cannabis Craft Growers, Adult-Use Cannabis Cultivation Centers, Adult-Use Cannabis Dispensing Organizations, Adult-Use Cannabis Infuser Organizations or Infusers, Adult-Use Cannabis Processing Organizations or Processors, and Adult-Use Cannabis Transporting Organizations or Transporters.

The Act, Section 55-25(5), specifically provides that a "unit of local government, including a home rule unit or any non-home rule county within the unincorporated territory of the county, may enact ordinances to prohibit or significantly limit a cannabis business establishment's location."

In accordance with the above provision, including the City's ability to protect the health, safety and welfare of the community and to declare and abate nuisances, the City Council has the option of prohibiting cannabis business establishments.

Regardless of whether the City Council enacts prohibitions on cannabis business establishments, on January 1, 2020, the consumption of cannabis within the City will remain legal in accordance with the Act.

If the City does not approve the proposed cannabis business establishment "opt out" ordinance, then the City Council will next need to consider the potential zoning of such establishments.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The City Council established a Cannabis Task Force to review the issues related to the legalization of cannabis and receive input from the community.

**FINANCIAL IMPACT:** The financial impact of prohibiting cannabis business establishments is difficult to predict as there is no certainty that an establishment would locate within the City and what type of revenue such an establishment might generate. Accordingly, any financial impact to this action is speculative.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Chris Tomerlin, Budget Manager 12/11/2019

Jeffrey R. Jurgens, Corporation Counsel 12/11/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- LGL 2B Cannabis Business Opt Out Ordinance 2019 - 89

**ORDINANCE NO. 2019 – 89**

**AN ORDINANCE AMENDING CHAPTER 11 OF THE CITY CODE TO PROHIBIT CANNABIS BUSINESS ESTABLISHMENTS**

**WHEREAS,** the City of Bloomington, McLean County, Illinois (hereinafter referred to as "City") is an Illinois home-rule municipality; and

**WHEREAS**, on January 1, 2020, the Cannabis Regulation & Tax Act (hereinafter "Act") will go into effect, legalizing the consumption and possession of limited amounts of cannabis for adults 21 and older in Illinois; and

**WHEREAS,** the City has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety, and welfare of its citizens; and

**WHEREAS,** this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which provides that the City of Bloomington has the authority to prohibit adult-use cannabis business establishments; and

**WHEREAS,** the Corporate Authorities of the City of Bloomington have determined that the operation of cannabis business establishments would present adverse impacts upon the health, safety, and welfare of the residents, and additional costs, burdens, and impacts upon law enforcement and regulatory operations of the City.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

**SECTION ONE:** That the foregoing recitals be and the same are hereby incorporated herein by this reference and made a part hereof as though fully set forth as findings of fact by the Mayor and City Council.

**SECTION TWO:** That Chapter 11 of the Bloomington City Code be and the same is hereby amended by adding a new Article VI as set forth in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof.

**SECTION THREE:** That if any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION FOUR:** That this Ordinance shall be in full force and effect 10 days after its passage, approval, and publication as provided by law.

**SECTION FIVE.** This ordinance is passed and approved pursuant to Public Act 101-0027 and the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 16th day of December 2019.

APPROVED this ____ day of December 2019.

**CITY OF BLOOMINGTON**

_____
Tari Renner, Mayor

**ATTEST**

_____
Amanda Mohan, Deputy City Clerk

**Exhibit A**

# CHAPTER 11
# ARTICLE VI: CANNABIS BUSINESS ESTABLISHMENTS

Section


| | |
|---|---|
| 11-601 | Definitions |
| 11-602 | Cannabis Business Establishments Prohibited |
| 11-603 | Public Nuisance Declared |
| 11-604 | Violations |


## § 11-601 DEFINITIONS.

The following words and phrases shall, for the purposes of this Article, have the meanings respectively ascribed to them by this Section, as follows:

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT: An Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Cultivation Center, Adult-Use Cannabis Dispensing Organization, Adult-Use Cannabis Infuser Organization or Infuser, Adult-Use Cannabis Processing Organization or Processor, or Adult-Use Cannabis Transporting Organization or Transporter.

ADULT-USE CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to

produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

PERSON: Any person, firm, corporation, association, club, society or other organization, including any owner, manager, proprietor, employee, volunteer or agent.

**§ 11-602 CANNABIS BUSINESS ESTABLISHMENTS PROHIBITED.**

The following Adult-Use Cannabis Business Establishments are prohibited in the City of Bloomington. No person shall locate, operate, own, suffer, allow to be operated or aide, abet or assist in the operation of within the City of Bloomington any of the following:

Adult-Use Cannabis Craft Grower
Adult-Use Cannabis Cultivation Center
Adult-Use Cannabis Dispensing Organization
Adult-Use Cannabis Infuser Organization or Infuser
Adult-Use Cannabis Processing Organization or Processor
Adult-Use Cannabis Transporting Organization or Transporter

**§ 11-603 PUBLIC NUISANCE DECLARED.**

Operation of any prohibited Cannabis Business Establishment within the City of Bloomington in violation of the provisions of this Article is hereby declared a public nuisance and shall be abated pursuant to all available remedies.

**§ 11-604 VIOLATIONS.**

Any person, firm or corporation who violates any provision of this Article shall, upon conviction, be subject to a fine not exceeding $750 nor less than $500. A separate offense shall be deemed committed upon each day during which a violation occurs or continues

# REGULAR AGENDA ITEM NO. 8.B

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Community Development Department and Legal Department

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and action on an Ordinance Adopting a Text Amendment to the City of Bloomington Zoning Ordinance, Chapter 44 of the City Code, to Address Adult-Use Cannabis Business Establishments in the City of Bloomington, as requested by the Community Development Department and the Legal Department.

**RECOMMENDED MOTION:** The alternate Ordinance Amending the City Zoning Code to Allow Two Adult-Use Cannabis Dispensing Organizations as a Special Use in Certain Districts, to Prohibit all other Types of Cannabis Business Establishments, and to Prohibit the On-Site Consumption of Cannabis, be approved.

**STRATEGIC PLAN LINK:**
-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 1c. Engaged residents that are well informed and involved in an open governance process

**BACKGROUND:** On July 25, 2019 Governor JB Pritzker signed into law Public Act 101-0027, the Cannabis Regulation and Tax Act. The Act, which is effective January 1, 2020, legalizes the possession and private use of cannabis for Illinois residents over the age of 21. The Act also provides municipalities the opportunity to either prohibit adult-use cannabis establishments or to regulate the time, place, manner, and number of adult cannabis establishments through local zoning ordinances. Through zoning regulations, municipalities may also establish separation, or minimum distance, requirements for establishments. The municipalities may choose to prohibit or allow on-premise consumption through zoning regulations.

City Council passed a resolution initiating a text amendment to Chapter 44 on October 28, 2019. The proposed text amendment (see attached Resolution 2019-31) defines Adult-Use Cannabis Business Establishments, allowed for the establishments in the commercial, manufacturing and agricultural districts as a special use, established additional application requirements and considerations for the special use approvals, established setback and separation requirements from residential districts and from schools, parks, places of worship, and day cares, and prohibited on-site consumption of cannabis. Following approval of the resolution, on November 13, 2019, the City's Planning Commission held a public hearing on the proposed text amendment.

The Planning Commission did not provide a recommendation on opting-in or opting-out of allowing Adult-Use Cannabis Business Establishments in Bloomington. The Planning

Commission's recommendation is only on how to consider zoning businesses if Council does not prohibit such business establishments.

Fourteen community members provided testimony on the topic at the public hearing. Some spoke in favor of the amendment and in favor of allowing on-site consumption. Others spoke against the amendment and expressed concerns about odor (see attached minutes).

After hearing the testimony, the Planning Commission amended the original draft text amendment. The amendments are listed below:

1. Allow on-site consumption at dispensing organizations (vote 7-2-0)
2. Amend residential separation requirements for dispensing organizations from 250 feet to 200 feet and separation from schools, places of worship, day cares, parks, playgrounds, from 500 feet to 100 feet (vote 6-3-0)
3. Allow the co-location of dispensing organizations and infusers with a special use permit in the D-1 and D-2 districts (vote 9-0-0)
4. Increase residential separation requirements for processing organizations from 250 feet to 500 feet (vote 9-0-0)
5. Add "proximity to public transit" as an additional consideration (44-1039C4) for approving a special use permit for Adult-Use Cannabis Businesses (vote 9-0-0).

The Commission voted 8-1-0 to send a positive recommendation of the text amendment with the amendments to City Council for approval.

While a motion will be in order to approve the text amendments and zoning ordinance as recommended by the Planning Commission, an alternate motion and ordinance was prepared. This alternate ordinance approves in part and denies in part the recommendations of the Planning Commission and only allows two cannabis dispensaries within the City. It prohibits all other cannabis business establishments, as well as prohibits the on-site consumption of cannabis. The ordinance accepts the recommendation on access to public transportation being a consideration for the special use and reverts back to the original setback requirements. The ordinance is of course subject to amendment on the floor. If approved in its limited form, City staff will bring the topic back in the second to third quarter of 2020 to discuss the zoning issues and get direction on whether the remaining cannabis business uses should be allowed and/or the zoning expanded upon.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** On September 9, 2019 City Council approved Resolution No. 2019-28 creating a 10-member Cannabis Task Force. The Task Force met three times and provided Council with a recommendation to regulate Adult-Use Cannabis Business Establishments through zoning. On October 28, 2019, City Council passed Resolution 2019-31 initiating a text amendment to the zoning ordinance that defines and establishes regulations for Adult-Use Cannabis Establishments to the zoning ordinance. On November 13, 2019 the Planning Commission held a public hearing on the proposed text amendment. Notice of the hearing was published on October 29, 2019 in *the Pantagraph*. Additionally, courtesy notices were emailed to approximately 60 community stakeholders representing universities and colleges, labor and trade organizations, school districts, real estate and economic development, the Chamber of Commerce, Convention and Visitor's Bureau, Downtown Business Association, non-profit organizations, government organizations and taxing bodies, the health care system, and neighborhood groups.

**FINANCIAL IMPACT:** City Council has the option to enact up to a 3% Occupation Tax on adult-use cannabis establishments, if such establishments are permitted in the community. These considerations would be separate from zoning regulations.

**COMMUNITY DEVELOPMENT IMPACT:** ED-1. Ensure a broad range of employment opportunities for all residents. ED-1.1f Explore state level policy initiatives to support local economic development. ED-4.5 Identify and reduce barriers for local growth and economic development. ED-4.5c. Provide clear and objective standards for development reviews that provide for a quick and predictable approval process with reduced amount of uncertainty.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Robert G. Mahrt, Community Development Director 12/11/2019

Chris Tomerlin, Budget Manager 12/11/2019

Jeffrey R. Jurgens, Corporation Counsel 12/12/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- CD 2B_Alternate Text Amendment Ordinance 2019 - 90
- CD 2C_Cannabis Dispensary Zoning Map
- CD 2D_Cannabis Buffer Map_Dispensing Orgs 500 Ft and 250 Ft Setbacks 120219
- CD 2E_Cannabis Buffer Map_Dispensing Orgs 100 Ft and 200 Ft Setbacks 120219
- CD 2F_PC Draft Minutes 11.13.19
- CD 2G_Staff Report_Adult-Use Cannabis
- CD 2H_IML Fact Sheet_Adult Use Cannabis
- CD 2I_Notices_Adult Use Cannabis

**ORDINANCE NO. 2019 - 90**

**AN ORDINANCE ADOPTING A TEXT AMENDMENT TO THE CITY OF BLOOMINGTON ZONING CODE, CHAPTER 44, TO ALLOW ADULT-USE CANNABIS DISPENSING ORGANIZATIONS AS A SPECIAL USE IN CERTAIN DISTRICTS, TO PROHIBIT ALL OTHER TYP0ES OF CANNABIS BUSINESS ESTABLISHMENTS AND TO PROHIBIT THE ON-SITE CONSUMPTION OF CANNABIS**

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, pursuant to the Illinois Municipal Code, the City of Bloomington has authority to create and to establish, by ordinance, zoning regulations and districts, and to amend said regulations and districts from time to time; and

WHEREAS, on June 6, 2019, Illinois General Assembly passed the "Cannabis Regulation and Tax Act" (the "Act"), which Act legalizes, with limits, the sale, possession and use of cannabis sativa and its derivatives and subspecies ("Cannabis") for recreational purposes by adults over age 21 starting January 1, 2020; and

WHEREAS, the Act grants limited authority to municipalities to regulate commercial cannabis facilities, including cultivation centers, dispensaries, infusers, processors and craft growers intending to serve recreational customers (collectively, "Adult-Use Cannabis Business Establishments"); and

WHEREAS, the Act authorizes municipalities to completely prohibit the location and operation of Adult-Use Cannabis Business Establishments, restrict the Adult-Use Cannabis Business Establishments to specific zoning districts, and require Adult-Use Cannabis Business Establishments to obtain special use permits to operate; and

WHEREAS, the City's Zoning Code does not plainly address uses that would encompass Adult-Use Cannabis Business Establishments; and

WHEREAS, the City Council passed a resolution, Resolution 2019-31, initiating a text amendment to the Zoning Code; and

WHEREAS, on November 13, 2019, after proper notice was given, the City's Planning Commission held a public hearing on the proposed text amendment and, after finding that said text amendment is in the best interest of the citizens of the City, provided City Council with a recommendation to approve the text amendment as amended by the Planning Commission; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to allow the use and zoning, through special use permit, of Adult-Use Cannabis Dispensing Organizations, limiting same to only two within the City; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to prohibit all other Cannabis Business Establishments, besides Adult-Use Cannabis Dispensing Organizations, and to further prohibit on-site consumption of cannabis within the City; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to require that any Adult-Use Dispensing Organization comply with a separation of 500 feet from the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, residential care home, place of worship or park/playground, and to require a separation of 250 feet from the property line of a pre-existing property zoned R1A, R1B, R1C, R1H, R2, R3A, R3B, R4 GAP 1, GAP 2, GAP 3, GAP 4; and,

WHEREAS, pursuant to Chapter 44-1706(B) of the Zoning Code, the City Council has the power to adopt this ordinance and text amendment.

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Bloomington, McLean County, Illinois:

**SECTION ONE.** The above recitals are incorporated into this Section 1 as if fully stated herein.

**SECTION TWO.** The text amendment, attached hereto as Exhibit A and incorporated herein, to the Zoning Code, Chapter 44 of the City Code, is hereby approved and adopted.

**SECTION THREE. T**hat if any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION FOUR.** That this Ordinance shall be in full force and effect on January 1, 2020, after its passage, approval, and publication as required by law.

ADOPTED this 16th day of December 2019.

APPROVED this ____ day of December 2019.

**CITY OF BLOOMINGTON**

_____
Tari Renner, Mayor

**ATTEST**

_____
Amanda Mohan, Deputy City Clerk

**Exhibit A**

**Adult-Use Cannabis Business Establishments**
**Text Amendments to Zoning Code, Chapter 44 of the City Code.**

## I. New Definitions in Section 44-1602

**§ 44-1602. Definitions "A"**

*Adult-Use Cannabis Business Establishment*. An adult-use cannabis cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

*Adult-Use Cannabis Craft Grower*. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder.

*Adult-Use Cannabis Cultivation Center*. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder.

*Adult-Use Cannabis Dispensing Organization*. A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder. No on-site consumption is allowed.

*Adult-Use Cannabis Infuser Organization or Infuser*. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder.

*Adult-Use Cannabis Processing Organization or Processor*. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder.

*Adult-Use Cannabis Transporting Organization or Transporter*. An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on

behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder.

## II. New Section 44-1038

### § 44-1038. Adult Use Cannabis Business Establishments; Prohibitions

Prohibition on Certain Adult Use Cannabis Business Establishments. No Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Cultivation Center, Adult-Use Cannabis Infuser Organization or Infuser, Adult-Use Cannabis Processing Organization or Processor, Adult-Use Cannabis Transporting Organization or Transporter, shall be permitted or allowed within the City of Bloomington. No Adult-Use Cannabis Dispensing Organization shall be permitted or allowed within the City unless it complies with and obtains a special use in accordance with Section 44-1309.

## III. New Section 44-1039

### § 44-1039. Adult Use Cannabis Dispensing Organizations

A. Purpose and Applicability. It is the intent and purpose of this Section to provide regulations regarding the dispensing of adult-use cannabis occurring within the corporate limits of the City of Bloomington. Such Adult-Use Cannabis Dispensing Organizations shall comply with all regulations provided in the Cannabis Regulation and Tax Act (hereinafter "Act"), as it may be amended from time-to-time and the regulations provided below. If the Act is amended, the more restrictive of the state or local regulations shall apply, except as pre-empted.

B. Limitation. No more than two (2) Adult-Use Cannabis Dispensing Organizations shall be granted a special use and permitted to be located within the City of Bloomington. Each Adult-Use Cannabis Dispensing Organizations may only be located upon approval of a special use as set forth in this section.

C. Application. In addition to the special use application requirements of Section 44-1707, the application for a special use for Adult-Use Cannabis Dispensing Organizations must include all the following information and documents:

[1] The legal name and, if different than the legal name, the trade name of the proposed Adult-Use Cannabis Dispensing Organization for which the special use is sought.

[2] The commonly known address of the proposed Adult-Use Cannabis Dispensing Organization.

[3] The property owner's name and address.

[4] The legal name of the applicant, if different than the name of the proposed Adult-Use Cannabis Dispensing Organization.

[5] The address, telephone number and e-mail address of the Adult-Use Cannabis Dispensing Organization and applicant's principal place of business, if different than the common address of the proposed Adult-Use Cannabis Dispensing Organization. *A post office box may not be submitted as the address of the applicant's principal place of business.*

[6] A copy of a business plan for the proposed Adult-Use Cannabis Dispensing Organization that includes, without limitation, the following information:

[a] A description of the products and services that the proposed Adult-Use Cannabis Dispensing Organization intends to offer, if any;
[b] Number of employees;
[c] Anticipated number of customers (if applicable); and
[d] The proposed hours and days of operation of the proposed Adult-Use Cannabis Dispensing Organization.

[7] A security plan that describes how the proposed Adult-Use Dispensing Organization will provide security for its inventory, customers, and employees shall be submitted to Community Development Department. The security plan shall be shared with the Chief of Police for review and recommendation. The security plan shall be kept confidential to the extent permitted by law. Without limitation, the security plan shall include the following information:

[a] A description of the procedures that the proposed Adult-Use Dispensing Organization will implement to prevent the diversion, theft, or loss of cannabis during the delivery of cannabis to, and possibly from, the Adult-Use Cannabis Dispensing Organization by another Adult-Use Cannabis Business Establishment including, without limitation, the use of delivery manifests;
[b] A description of the procedures that the proposed Adult-Use Cannabis Dispensing Organization will implement to: (1) monitor the activities conducted within the proposed Adult-Use Cannabis Dispensing Organization; (2) secure the proposed business, including, without limitation, the Adult-Use Cannabis Dispensing Organization agents, cannabis, and currency stored at the business; and (3) prevent the diversion, theft or loss of cannabis; and
[c] A description of the procedures that the proposed Adult-Use Cannabis Dispensing Organization will implement to restrict access to limited access areas and restricted access areas within and outside of the establishment.

[8] A written, and notarized, statement that the applicant owns the property on which it proposes to operate the Adult-Use Cannabis Dispensing Organization or, if the applicant does not own the property, a written, and notarized, statement from the property owner certifying the owner's consent to the use of the property as an Adult-Use Cannabis Dispensing Organization.

[9] A statement of the impact of the proposed Adult-Use Cannabis Dispensing Organization on existing and/or planned uses located within the vicinity of the subject property.

[10] A map of the area surrounding the location of the proposed Adult-Use Cannabis Dispensing Organization identifying the businesses, and the nature of each surrounding use, located within 1,000 ft of any part of the property line of the proposed Adult-Use Cannabis Dispensing Organization in existence at the time that the application of a special use permit is filed with the City.

[11] Schematic drawings illustrating the design and character of the building elevations, types of construction, and floor plans of all proposed buildings and structures.

[a] The drawing shall also include a schedule showing the number, type, and floor area of all uses or combinations of uses, and the floor area of the entire development.

[b] The drawings shall illustrate ingress/egress of the entire building, as well as ingress/egress for any and all secured areas and restricted or limited access areas.

[c] The drawing shall illustrate any loading and handling facilities, including trash and waste.

[d] The drawings shall illustrate video surveyance areas, panic button locations and other security systems as needed.

[12] A comprehensive site plan drawn to scale, compliant with the requirements of Section 44-1707 of this code, that also includes:

a. Anticipated parking demand and available private parking supply

b. A photometric lighting plan for the proposed project if the project would result in new exterior lighting or changes to the existing exterior lighting

c. A site drainage plan, if applicable

[13] Information sufficient to demonstrate that the proposed Adult-Use Cannabis Dispensing Organization complies with all applicable State laws and regulations, as such laws and regulations may be adopted or amended from time to time.

D. Special Use Considerations: Adult-Use Cannabis Dispensing Organization special uses shall be processed in accordance with Section 44-1707 (Special Uses) of this Chapter 44. Additionally, the Zoning Board of Appeals and the City Council, when determining to approve a special use permit shall evaluate the following based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the properties:

[1] Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property.

[2] Proposed structure in which the facility will be located, including co-tenancy (if in a multi-tenant building), total square footage, security installations/security plan and building code compliance.

[3] Hours of operation and anticipated number of customers/employees.

[4] Anticipated parking demand, proximity to public transit, and available private parking supply.

[5] Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.

[6] Site design, including access points and internal site circulation.

[7] Proposed signage plan.

[8] Compliance with all requirements provided in Section H [1] (Adult-Use Cannabis Dispensing Organization); as applicable.

[9] The number of Adult-Use Cannabis Business Establishments already in operation, which shall not exceed two.

[10] Other criteria determined to be necessary to assess compliance with Chapter 44 (Special Uses) of this Chapter.

E. General Operational Standards. The following requirements shall apply to all Adult-Use Cannabis Dispensing Organizations:

[1] Applicant shall install building enhancements, such as security cameras, lighting or other improvements, as set forth in the special use, to ensure the safety of employees and customers of the Adult-Use Cannabis Dispensing Organizations, as well as its environs. The improvements shall be determined based on the specific characteristics of the floor plan for an Adult-Use Cannabis Dispensing Organization and the site on which it is located, consistent with the requirements of the Act.

[2] No consumption of cannabis may be permitted on the premises.

[3] Any cannabis, cannabis-infused products, or cannabis waste on the premises must always be stored within secure refuse containers located within a restricted access area at all times prior to the destruction and disposal thereof, which destruction and disposal must be performed pursuant to all applicable State laws and regulations, as may be amended from time to time.

[4] All advertising shall comply with advertising and promotional standards of the Cannabis Regulation and Tax Act and with the City of Bloomington Sign Code.

[5] Adult-Use Cannabis Dispensing Organizations may not be located in a dwelling unit or operated as a home occupation.

F. Screening and Buffering: All Adult-Use Cannabis Dispensing Organizations shall comply with the landscaping provisions, including transitional yard and screening requirements of Division 13 of this code.

G. Parking: Off-street parking shall be provided in accordance with Division 12 of this code.

H. Specific Operational Standards: The following additional requirements shall apply.

[1] Adult-Use Cannabis Dispensing Organization ("Dispenser"): In those zoning districts in which an Adult-Use Cannabis Dispensing Organization may be located, the proposed Dispenser must comply with the following:

[a] Dispenser may not be located within 500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, residential care home, place of worship or park/playground. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

[b] Dispenser may not be located within 250 feet of the property line of a pre-existing property zoned R1A, R1B, R1C, R1H, R2, R3A, R3B, R4 GAP 1, GAP 2, GAP 3, GAP 4.

[c] At least 75% of the floor area of any tenant space occupied by a dispensing organization shall be devoted to the activities of the dispensing organization as authorized by the Act, and no Dispenser shall also sell food for consumption on the premises.

[d] Dispenser may not conduct any sales or distribution of cannabis other than as authorized by the Act.

[e] Dispensers that display or sell drug paraphernalia shall do so in compliance with the Illinois Drug Paraphernalia Control Act (720 ILCS 600/1 et seq.) and the "Cannabis Regulation and Tax Act."

[f] Dispensers may not have a drive through service window.

[g] All Dispensers must be equipped with a secure unloading space for the reception of deliveries of recreational cannabis and recreational cannabis infused products, which space must be: (a) located within an enclosed area of the principal structure in which the Adult-Use Cannabis Dispensing Organizations operates; (b) secured by doors that are closed and locked during all times that deliveries of recreational cannabis or recreational cannabis infused products are unloaded; and (c) a restricted access area.

[h] All Dispensers must be located at least 1,500 feet from the property line of another Adult-Use Cannabis Dispensing Organization.

[i] Petitioner shall file an affidavit with the City affirming compliance with Section H[1] as provided herein and all other requirements of the Act.

## IV. Changes to Tables, 502A & 602A

| Table 502A: Business Districts – Permitted and Special Uses | | | | | | | |
|---|---|---|---|---|---|---|---|
| | B-1 | B-2 | C-1 | D-1 | D-2 | D-3 | References |
| COMMERCIAL | | | | | | | |
| Retail and Service | | | | | | | |
| Adult-Use Cannabis Dispensing Organization | S | S | S | S | S | S | 44-1039 |

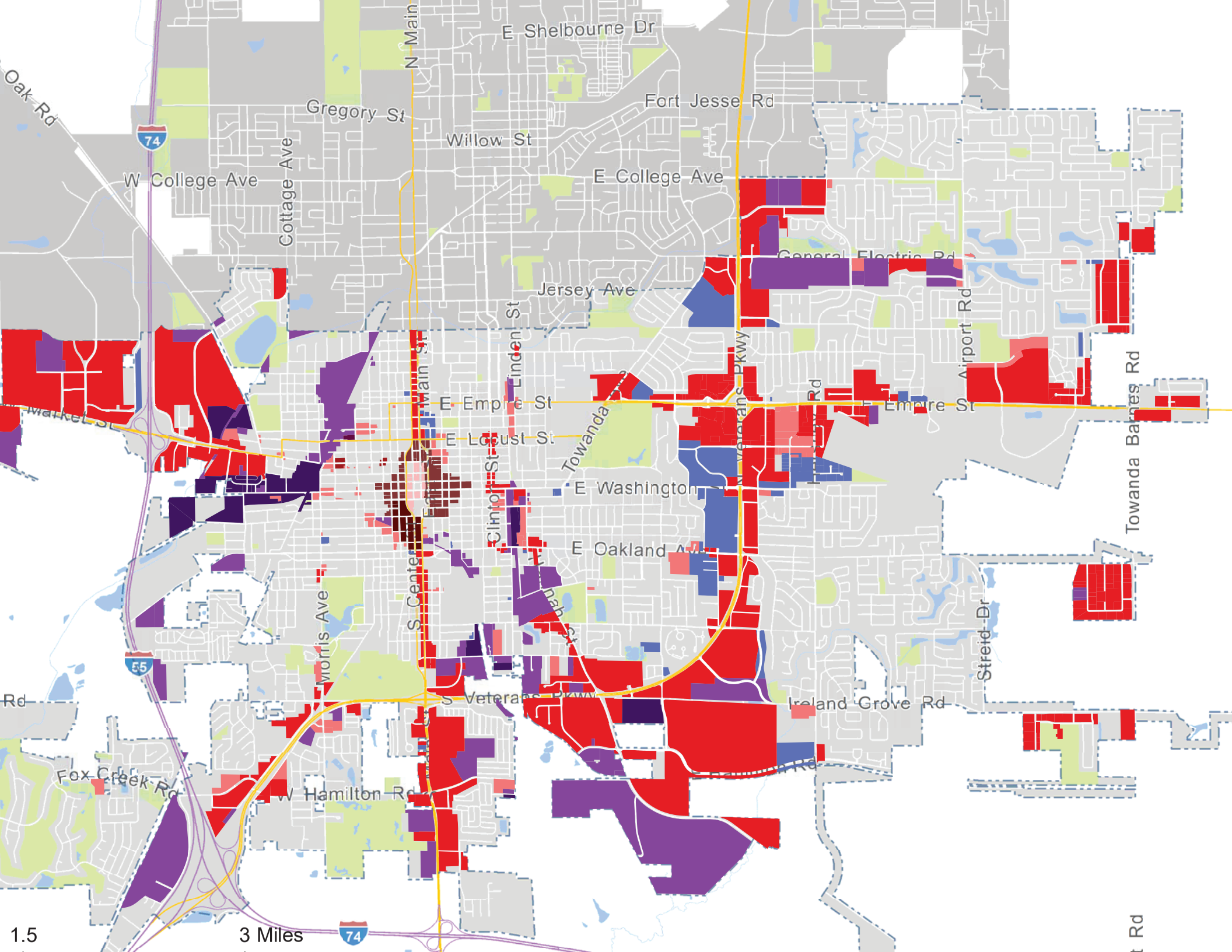
| Table 602A: Manufacturing District – Permitted and Special Uses | | | |
|---|---|---|---|
| | M-1 | M-2 | Reference |
| Retail and Service | | | |
| Adult-Use Cannabis Dispensing Organization | S | S | 44-1039 |

## V. Changes to Table 12-8E

| Table 12-8E Off Street Parking Requirements | |
|---|---|
| | |
| Retail and Service | |
| Adult-Use Cannabis Dispensing Organization | 1 space per 250 GFA |

## VI. Changes to Table "GAP Form-Based Code, Section C. Uses. Permitted Use Table."

| Table 502A: Business Districts – Permitted and Special Uses | | | |
|---|---|---|---|
| | GAP-5 | GAP-6 | References |
| COMMERCIAL | | | |
| Retail and Service | | | |
| Adult-Use Cannabis Dispensing Organization | S | S | 44-1039 |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Clinton St
Towanda Ave
E Washington
E Oakland Ave
Morris Ave
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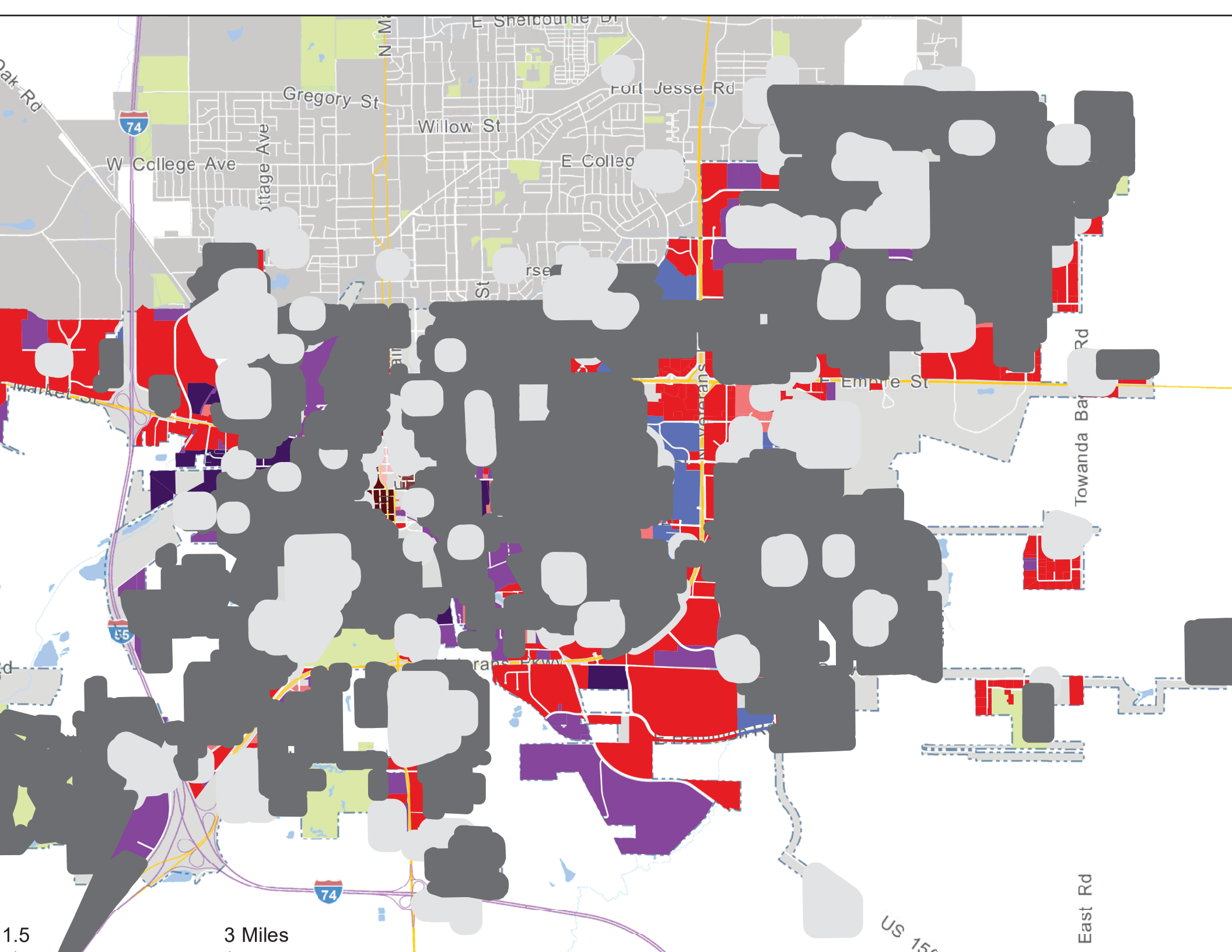
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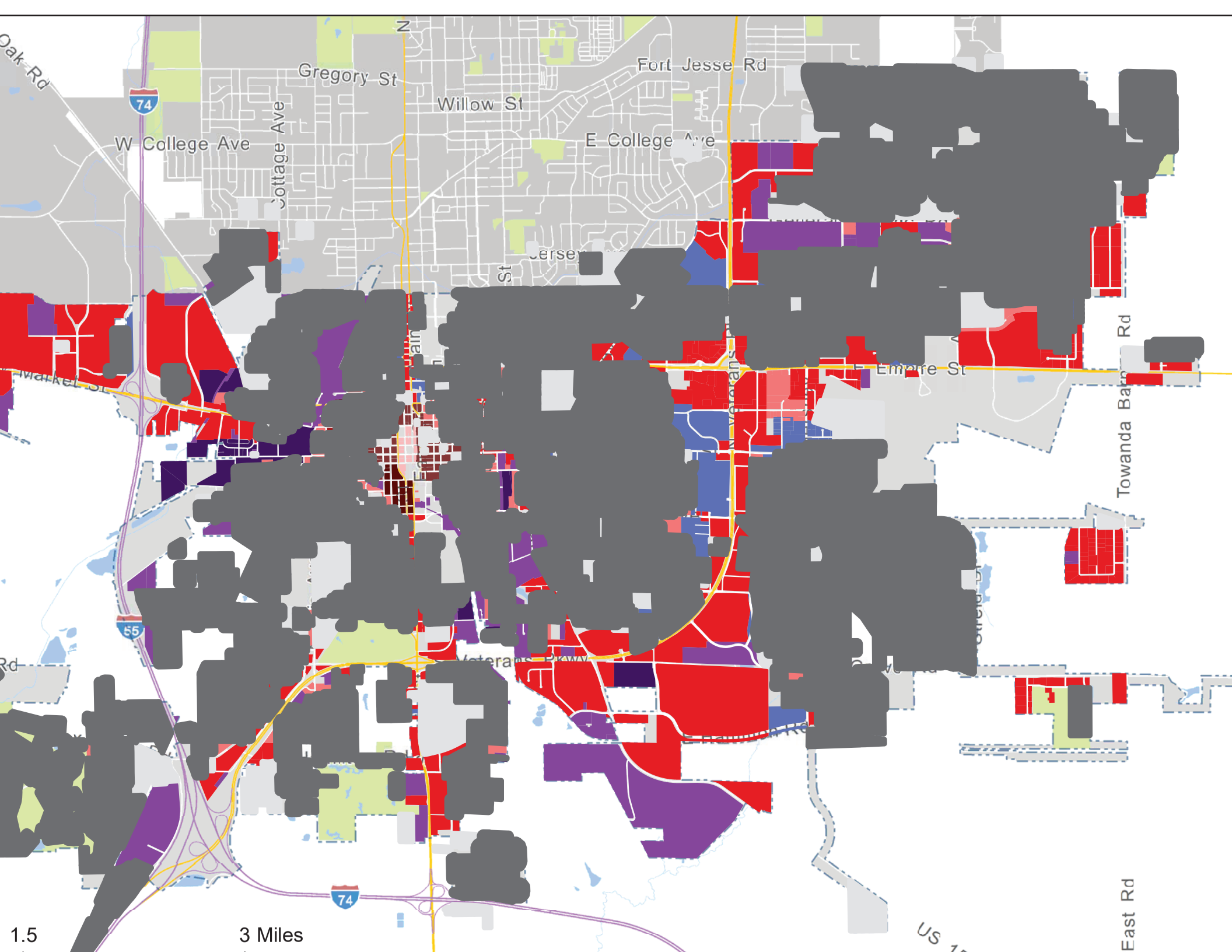
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**MINUTES**
**BLOOMINGTON PLANNING COMMISSION**
**REGULAR MEETING**
**WEDNESDAY, NOVEMBER 13, 2019 4:00 P.M.**
**COUNCIL CHAMBERS, CITY HALL**
**109 EAST OLIVE STREET**
**BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. David Stanczak; Mr. Kevin Suess; Mr. John Protzman; Mr. Justin Boyd; Mr. Mark Muehleck; Mr. Thomas Kreiger; Mr. Tyson Mohr; Ms. Megan McCann; Chairperson Megan Headean.

**MEMBERS ABSENT:** Mr. Eric Penn.

**OTHERS PRESENT:** Mr. Bob Mahrt, Community Development Director; Ms. Katie Simpson, City Planner, Ms. Casey Weeks, Assistant City Planner; Mr. George Boyle, Assistant Corporate Council.

**CALL TO ORDER:** Chairperson Headean called the meeting to order at 4:02 PM. Mr. Mahrt called roll. With nine members present, the Commission established a quorum.

**PUBLIC COMMENT:** Chairperson Headean called for public comments on items that were not on the meeting agenda. There were none.

**MINUTES:** The Commission reviewed the minutes from the October 9, 2019 regular meeting. Mr. Boyd motioned to approve the minutes as presented; Mr. Stanczak seconded the motion. The minutes were approved by a voice vote 9-0.

**REGULAR AGENDA:**

**A. Z-09-19 Public Hearing, review and action on a Text Amendment to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, to define and allow Adult-Use Cannabis Business Establishments with a special use permit in the agriculture, business, and manufacturing districts in the City of Bloomington.**

Chairperson Headean opened the public hearing and provided a general overview that the purpose of the public hearing was to provide a non-binding recommendation on a zoning ordinance text amendment for the City Council to consider. She indicated that Katie Simpson, City Planner would provide the presentation of the case, the Commission would be able to ask questions of City staff, and the Commission would open up the hearing for public testimony with a plan to implement five minute time allotments per each person.

Chairperson Headean called on Ms. Simpson to present the case report. Ms. Simpson provided a tentative timeline on the text amendment regarding Adult Use Cannabis Business Establishments

and the background on enacted State legislation. She indicated that courtesy notices had been sent to community stakeholders and that the legal notice was published in the *Pantagraph*. She outlined the proposed text amendment which limits cannabis business establishments through a special use permit process and establish criteria for considering special use applications, application standards and separation requirements. She presented the proposed operational standards and special use consideration requirements, as well as, reviewed the specific requirements and zoning considerations for Adult- Use Dispensing Organization, Adult-Use Craft Grower, Adult-Use Infuser, Adult-Use Processor, Adult-Use Transporter, and Adult-Use Cultivation Center. Ms. Simpson presented the proposed separation requirements and buffers including a comparison with the Town of Normal proposed regulations. She further outlined the discussion/consideration items for the Planning Commission being 1) to allow Adult-Use Cannabis Establishments by right or by special use, 2) the applicable zoning districts, 3) the separation requirements, 4) and additional considerations. Ms. Simpson described how the Planning Commission could address each consideration with a separate motion and action on the individual elements of the proposed text amendment.

Chairperson Headean called for public testimony.

Nathan Wang, 300 West Grand, Chicago, IL, spoke on behalf of Jushi Holdings, Inc., a corporation purchasing the Green Solution in Normal and looking to open a business in Bloomington.

Roy Laws, 2806 Park Ridge Road, Bloomington, IL, spoke against the text amendment, and asked about redevelopment areas and did not think this issue was being addressed. He commented that the different establishments should have different setbacks.

Wayne Montney, 2005 Woodbine Road, Bloomington, IL, spoke against the text amendment. He indicated that allowing establishments in M-1 Restricted District would be contrary to the intent of the code due to odor. He asked that uses be removed from the M-1 district. He stated 250 feet is not enough of a setback and recommended that the Commission use at least 500 feet from residential districts and 1000 feet from other districts. He had questions about the maps and to add a provision to the special use requirement that the applicant must prove that the separation requirements are met.

Todd Miller, 7 Cameron Court, Bloomington, IL, expressed concerns about odor and about locating these establishments on the east side. He discussed the perceived benefits of taxes and expressed concerns about lowered assessed valuations.

Father David Halt, 1920 E. Oakland Avenue, Bloomington, IL, expressed concerns about the timeline and stated the turnaround time is too short. He asked the Planning Commission to slow down the decision process and gather relevant data to determine if and where these uses are the right-fit for the City. He expressed concerns about projected financial returns for the City. He questioned if the City gains financially from the uses and has additional questions about the impacts on the community. He stated there is a need to discuss with other communities and does not believe Bloomington should be an early adopter of cannabis uses.

Aaron LeNeve, 1009 South Madison, Bloomington, IL**,** he provided comments in favor of allowing adult use cannabis establishments. He stated that cannabis stinks and compared the interaction of the odor with a wine or whiskey connoisseur. He expressed concerns about past

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histories with cannabis. He believes Bloomington should consider revenues generated from the cannabis industry.

Radiance Campbell, 3613 Baldocchi Drive, Bloomington, IL, spoke in favor of on-premise use. She stated that the Chicago Housing Authority banned on-site consumption. She expressed concerns about equity, and stated she believes on-site consumption is a social justice issue. She expressed concerns about the implications of the Act on renters and asked the Commission to also consider access to public transit.

There were some general questions and discussion by the Commissioners on consumption and possession issues.

Mr. Wang provided rebuttal and testimony in response to items discussed. He stated that his corporation is publicly traded. He described the standards that the cannabis industry is held to. He stated his organization is required to contribute to the community, for example, providing job training programs and apprentice programs for community colleges. He provided testimony that odor is not an issue for dispensaries since the products are packaged and sealed. He stated that businesses typically prefer to locate on commercial corridors, with adequate parking.

Scott Stimeling 111 Parkview Drive Bloomington, IL, spoke against permitting recreational cannabis. He expressed concerns about revenues and consequences of allowing cannabis establishments.

Mr. Mohr stepped out at 5:09 PM and returned at 5:11 PM.

Sheila Montney, 2005 Woodbine Road, Bloomington, IL, expressed concerns about the proposed text amendment that would allow all aspects of the supply chain in Bloomington. She stated there is new information on the industry related odor, health and safety. She expressed concerns about impacts on air quality. She stated there is significant odor in cultivation and processing and has concerns about public nuisances as a result of growing, manufacturing, distribution, and processing. She expressed concerns about retail and the impacts on the public safety and quality of life.

Joyce Kaye, 2 Sunshine Ct, Bloomington, IL, expressed concerns about social justice and equity for tenants and renters. She would like to see the City consider a special use for cafes where on-site premise consumption is allowed.

Mr. Miller provided a rebuttal and testimony in response to items discussed. He is concerned about an out-of-town business providing testimony on the text amendment.

Mr. LeNeve provided a rebuttal and testimony in response to items discussed. He testified that at-home medical cannabis will produce more odor than other uses. He recommended the City adopt Normal's setbacks and buffer requirements.

Olivia Butts, 27 White Place #1, spoke on-behalf of the Adult Use Cannabis Task Force. She explained their recommendation and the pros and cons of opting in and opting out.

Surena Fish, 909 West Wood, Bloomington, IL, stated that the Task Force concluded shortly, and had concerns about the transparency of the Task Force. She asked that the establishments be

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located as far away as possible from other businesses. She expressed concerns of impacts on the community and the surrounding uses. She expressed caution and suggested the City not hurry the decision.

Cinnamon Porter, 1107 East Olive, Bloomington, IL, expressed support for the text amendment and suggested the text amendment be changed to allow on-premise consumption. She suggested the businesses be located in accessible areas and near transit.

Mr. LeNeve testified he would like to see these uses allowed in churches.

Bridget Lentz, 213 Vale Street, Bloomington, IL, spoke about separations in Bloomington and Normal and recommended the same radius distances in Normal.

Chairperson Headean called for additional testimony in support or opposition to the petition. There was none. There being no further testimony, Chairperson Headean closed the public hearing at 5:30 pm.

Chairperson Headean called for discussion by the Commission. She proposed a process to organize and evaluate the discussion items issue by issue.

Chairperson Headean requested Ms. Simpson provide some background on the Special Use application process and criteria for granting a Special Use. Ms. Simpson indicated that a Special Use Permit would be processed through the Board of Zoning Appeals with a recommendation provided to the City Council. The application would require a site plan, landscape plan and lighting plan. She stated there are six criteria for granting a Special Use Permit. She further outlined the proposed Adult Use Cannabis Business Establishments application criteria and special use considerations.

There were some general questions and discussion by the Commissioners regarding on-site consumption, social justice issues, and notice requirements for Special Use Permits.

Motion 1: Commissioner Boyd made a motion to allow "on-site" consumption use within Adult-Use Cannabis Dispensing Organizations and to amend the proposed text amendment. Commissioner Suess seconded the motion.

The motion was approved (7-2) with the following votes cast: Mr. David Stanczak – No; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - No; Ms. Megan McCann – Yes; Chairperson Megan Headean - Yes.

Chairperson Headean called for discussion on whether Adult Use Cannabis Business Establishments should be allowed by right or as a Special Use. After further discussion, it was determined to evaluate the business establishments individually starting with Adult-Use Cannabis Dispensing Organizations.

Chairperson Headean queried whether Adult-Use Cannabis Dispensing Organizations should be allowed by right and whether any proposed use standards for a zoning district should be amended. There was general consensus to not allow Adult-Use Cannabis Dispensing Organizations by right and that the proposed Special Use Permit requirements would be

applicable to the proposed districts. There was further discussion on reducing the proposed separation requirements for Adult-Use Cannabis Dispensing Organizations to match the less restrictive Town of Normal regulations.

Motion 2: Commissioner Mohr made a motion to align the separation requirements for Adult-Use Cannabis Dispensing Organizations to match the Town of Normal standards. Commissioner Boyd seconded the motion.

Following discussion on the differences of separation requirements for public and residential uses between the two municipalities, as well as, the prohibition of establishments adjacent to university properties, the motion and second were withdrawn.

Motion 3: Commissioner Mohr made a motion to amend the proposed separation requirements for Adult-Use Cannabis Dispensing Organizations from 250 feet to 200 feet from all residential districts including the R4, mobile home district and from 500 feet to 100 feet from all Schools, Day Cares, Residential Care Homes, Places of Worship, and Parks or Playgrounds. Commissioner Boyd seconded the motion.

Chairperson Haedean called for discussion. There was general discussion on separation requirements and the impact separation requirements in the Downtown area may have on entrepreneurs.

The motion was approved (6-3) with the following votes cast: Mr. David Stanczak – No; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - No; Mr. Krieger - Yes; Mr. Tyson Mohr – Yes; Ms. Megan McCann – Yes; Chairperson Megan Headean - No.

Motion 4: Commissioner Mohr made a motion to amend the proposed separation requirements for Adult-Use Cannabis Craft Growers from 250 feet to 200 feet from all residential districts including the R4, mobile home district and from 500 feet to 100 feet from all Schools, Day Cares, Residential Care Homes, Places of Worship, and Parks or Playgrounds.

This motion died for a lack of a second.

Motion 5: Commissioner Stanczak made a motion to adopt the proposed text amendments for Adult-Use Cannabis Craft Growers, as included on Exhibit “A”. Commissioner Protzman seconded the motion.

The motion was approved (9-0) with the following votes cast: Mr. David Stanczak – Yes; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes; Chairperson Megan Headean - Yes.

Motion 6: Commissioner Mohr made a motion to eliminate the Special Use from the Use Matrix for Adult-Use Cannabis Cultivation Centers in A Agriculture District, M-1 Restricted

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Manufacturing District, M-2 General Manufacturing District and GAP-6 Gridley-Allin-Prickett (Warehouse). Commissioner Stanczak seconded the motion.

After further discussion Commissioner Stanczak withdrew his second to the motion. This motion then died for a lack of a second.

Motion 7: Commissioner Protzman made a motion to adopt the proposed text amendments for Adult-Use Cannabis Cultivation Centers, as included on Exhibit "A". Commissioner Suess seconded the motion.

The motion was approved (9-0) with the following votes cast: Mr. David Stanczak – Yes; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes; Chairperson Megan Headean - Yes.

Motion 8: Commissioner Boyd made a motion to adopt the proposed text amendments for Adult-Use Cannabis Infuser. Commissioner Muehleck seconded the motion.

The motion was approved (9-0) with the following votes cast: Mr. David Stanczak – Yes; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes; Chairperson Megan Headean - Yes.

Motion 9: Commissioner Boyd made a motion to add a footnote provision to the Use Matrix to allow Adult-Use Cannabis Infusers to co-locate with Adult-Use Cannabis Dispensing Organizations with a Special Use Permit in the D-1 Central Business District and the D-2 Downtown Transitional District. Commissioner Mohr seconded the motion.

The motion was approved (9-0) with the following votes cast: Mr. David Stanczak – Yes; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes; Chairperson Megan Headean - Yes.

Motion 10: Commissioner Mohr made a motion to adopt the proposed text amendments for Adult-Use Cannabis Processing Organization, as included on Exhibit "A". Commissioner Muehleck seconded the motion.

After further discussion Commissioner Mohr withdrew his motion.

Motion 11: Commissioner Boyd made a motion to increase the separation requirements for Adult-Use Cannabis Processing Organization from 250 feet to 500 feet from all residential districts. Commissioner Stanczak seconded the motion.

The motion was approved (9-0) with the following votes cast: Mr. David Stanczak – Yes; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes;

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Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes; Chairperson Megan Headean - Yes.

Motion 12: Commissioner Mohr made a motion to adopt the proposed text amendments for Adult-Use Cannabis Transporting Organization, as included on Exhibit "A". Commissioner Boyd seconded the motion.

The motion was approved (9-0) with the following votes cast: Mr. David Stanczak – Yes; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes; Chairperson Megan Headean - Yes.

Motion 13: Commissioner Mohr made a motion to amend the proposed Section 44-1038.C.4 to add "proximity to public transit" as a supplement to the Special Use Considerations. Commissioner Stanczak seconded the motion.

The motion was approved (9-0) with the following votes cast: Mr. David Stanczak – Yes; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes; Chairperson Megan Headean - Yes.

Chairperson Headean called for a recess at 6:45 pm in order for Community Development Department Staff to revise the draft Exhibit "A" for review by the Planning Commission.

Chairperson Headean reconvened the meeting at 6:58 pm and indicated that she would have to excuse herself to take care of her new born child. Vice-Chairperson Mohr then presided over the meeting at 6:59 pm.

Ms. Simpson presented the revisions to the draft Exhibit "A" based on motions passed by the Planning Commission.

Motion 14: Commissioner Boyd made a motion to recommend approval of Planning Commission Case No. Z-09-19 with the approved amendments. Commissioner Kreiger seconded the motion.

The motion was approved (7-1) with the following votes cast: Mr. David Stanczak – No; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes.

Motion 15: Commissioner Boyd made a motion to adopt as the findings of fact for Planning Commission Case No. Z-09-19 the comments made during the public hearing, discussion amongst the Commission on economic benefits and social justice equality, separation standards more aligned with the Town of Normal to support business development and address nuisance concerns raised during the public hearing, to allow for co-location of establishments, to align with the objectives of the Comprehensive Plan. Commissioner Protzman seconded the motion.

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The motion was approved (8-0) with the following votes cast: Mr. David Stanczak – Yes; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes.

Motion 16: Commissioner Boyd made a motion that the proposed text amendment is in the best interests of the citizens of the City of Bloomington. Commissioner Protzman seconded the motion.

The motion was approved (7-1) with the following votes cast: Mr. David Stanczak – No; Mr. Kevin Suess - Yes; Mr. John Protzman - Yes; Mr. Justin Boyd – Yes; Mr. Mark Muehleck - Yes; Mr. Krieger - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann – Yes.

**OLD BUSINESS**: Vice-Chairperson Mohr called for discussion on any Old Business. There was none.

**NEW BUSINESS:**

A. Approve 2020 meeting dates.

Vice-Chairperson Mohr called for discussion on the 2020 meeting dates. Ms. Simpson indicated that the Commission does not typically schedule the second meeting in November due to the Thanksgiving Holiday.

Commissioner Boyd motioned to approve the 2020 meeting dates as presented; Mr. Stanczak seconded the motion. The meeting schedule was approved by a voice vote 8-0.

**ADJOURNMENT:** The meeting was adjourned at 7:26 pm by voice vote, motioned by Mr. Boyd and seconded by Mr. Protzman.

Respectfully submitted,
Bob Mahrt
Community Development Director

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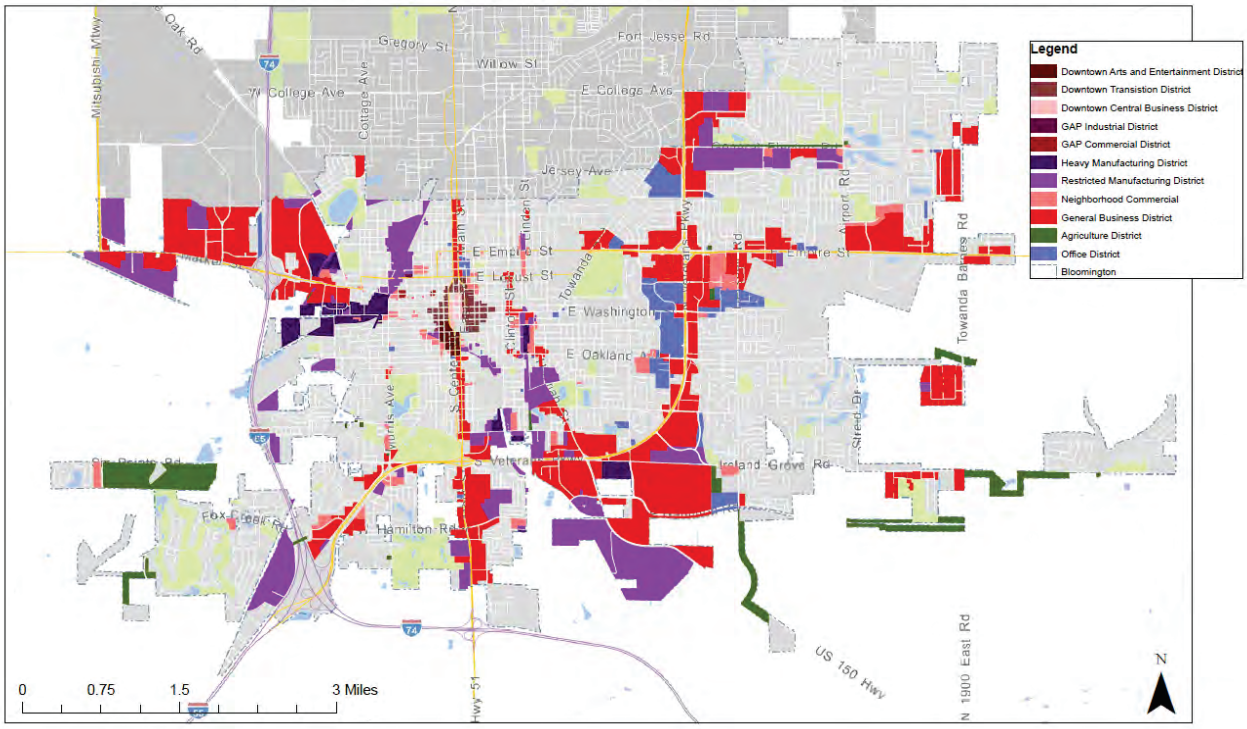
CITY OF BLOOMINGTON
STAFF REPORT FOR
THE BLOOMINGTON PLANNING COMMISSION
NOVEMBER 13, 2019

| CASE NUMBER: | SUBJECT: | TYPE: | SUBMITTED BY: |
|---|---|---|---|
| Z-09-19 | Text Amendment to allow Adult-Cannabis Business Establishments with a special use permit in certain agriculture, business and manufacturing districts. | Text Amendment | Planning Division |

BUSINESS, MANUFACTURING, AND AGRICULTURAL DISTRICTS WHERE
ADULT-USE CANNABIS BUSINESS ESTABLISHMENTS MAY BE ALLOWED AS A SPECIAL USE



## GENERAL INFORMATION

Applicant: City Council, Resolution 2019-27

Legal notice for the November 13, 2019 public hearing was published in *The Pantagraph* on Tuesday, October 29, 2019.

### Background

On July 25, 2019, Governor JB Pritzker signed Public Act 101-0027, the Cannabis Regulation and Tax Act, into law. The Act, which is effective January 1, 2020, legalizes the possession and private use of cannabis for Illinois residents over the age of 21. Illinois residents are not allowed to consume cannabis in public spaces including on the street or in a park. The Cannabis Regulation and Tax Act addresses all aspects of the value-added cannabis supply chain, from cultivation to distribution. The Act defines each type of use involved in the production of cannabis products. The Act also allows medical cannabis program participants to grow their own cannabis, at home, and for their own consumption. The Act does not allow non-medical participants to grow their own cannabis. The Act does not permit cannabis-related home businesses.

Further, the Act affords municipalities the opportunity to either prohibit adult-use cannabis establishments or to regulate the time, place, manner, and number of establishments. This is unlike the city's ability to license bars and alcohol establishments. Instead, the City must use its zoning ordinance to establish desired separations. Additionally, the state administers licenses for operating for all uses. Local zoning approvals may be a requirement for state licensing.

On October 28, 2019, City Council passed Resolution #2019-31 initiating a text amendment to the zoning ordinance, Chapter 44 of the City Code, that defines and regulates adult-use cannabis business establishments. The Resolution does not endorse the allowance of adult-use cannabis business establishment. The Resolution initiates the public hearing process required for zoning text amendments. The Bloomington City Council will take final action on the amendment after the public hearing is closed. The Planning Commission provides Council with a recommendation on the text amendment. The Planning Commission is not required to provide Council with a recommendation endorsing opting-in or opting-out of allowing adult-use cannabis business establishments. The Commission is tasked with providing recommendations related to zoning if Council decides to opt-in and allow adult-use cannabis business establishments.

### Industry characteristics, built environment impacts, and zoning considerations:

In September 2018, the ICMA published a report called "Local Impacts of Commercial Cannabis"[1] that evaluated the commercial cannabis industry in Colorado, Washington, California, Oregon and Alaska, early adopters of cannabis. The report's findings focus on land use, taxation, public health implications and safety concerns. The report summarizes lessons learned from other communities. In general, the report recommends a thoughtful approach to siting cannabis related businesses. According to the report the cannabis industry can, but may not always, be an

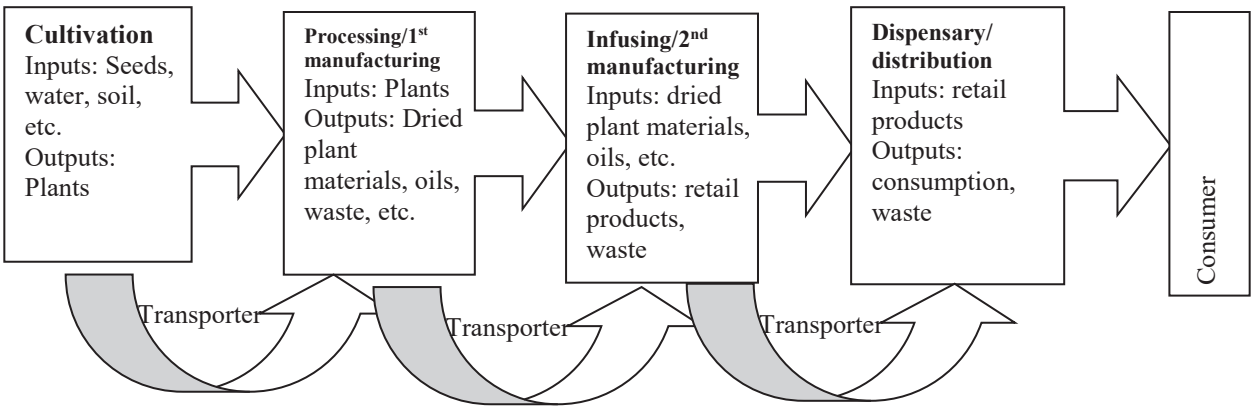
[1] https://icma.org/sites/default/files/Local%20Impacts%20of%20Commercial%20Cannabis%20Final%20Report_0.pdf

opportunity for redevelopment of vacant and underutilized industrial land, or underproducing farm land (2). It can be a tool for economic development and spark reinvestment in a specific area. The report explains that cannabis is a cash industry with high barriers to entry for cannabis related businesses, such as expensive licenses and added building requirements (2). However, given the cash-nature of the market, additional security measures may be needed for cannabis establishments. While retailers, processors and producers in Washington, are smaller establishments with fewer than 9 full time employees (3), the businesses can generate heavy amounts of traffic. Trip generation is compared to that of the fast food industry, with people making short, frequent trips to retail establishments. Also, according to the report, the circulation patterns and parking demand created by distributers can be greater than traditional retail use. Many states did not expect the amount of traffic generated.

The report recommends incorporating security precautions, like lighting and security systems, into regulations and licenses (4). The report also explains that cities may have concerns regarding odor and waste, and my want to require ventilation systems to mitigate odors (7). The report discusses the nature of cannabis uses. Cannabis processing may involve using chemicals to extract resin and process oils from the raw plant material. Like other manufacturing uses, these chemicals could be explosive or necessitate special storage and handling precautions (4). Additionally, the report recommends protecting the character of an area through zoning including setbacks and separation requirements between businesses and from sensitive uses like schools and day care centers. While each community is different, some decide to cluster adult-cannabis uses and others implemented separation requirements between cannabis uses. Lastly, the report recommends reviewing regulations and adjusting as necessary (7).

## Proposed Text Amendment—Draft for consideration

Staff drafted the proposed text amendment (attached) to initiate this conversation and provide the Commission with a starting point for establishing regulations. The Act contemplates all uses on the value-added/cannabis supply chain. Below is an illustration of how the supply chain might look. The proposed text amendment includes the following definitions of each participant in the process. These definitions are consistent with the Act:



*"Adult-Use Cannabis Business Establishment*. An adult-use cannabis cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization."

*"Adult-Use Cannabis Craft Grower.* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder."

*"Adult-Use Cannabis Cultivation Center.* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder."

*"Adult-Use Cannabis Dispensing Organization.* A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder. No on-site consumption is allowed."

*"Adult-Use Cannabis Infuser Organization or Infuser.* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder."

*"Adult-Use Cannabis Processing Organization or Processor.* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder."

*"Adult-Use Cannabis Transporting Organization or Transporter.* An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, as it may be amended from time-to-time, and regulations promulgated thereunder."

## Proposed Zoning Districts

The draft text amendment proposes allowing the defined uses listed on the previous page in the following districts with a special use permit. In the attached draft, no adult-use cannabis establishments are permitted by right. Special Uses are intended for uses that cannot be treated in the same manner as other uses due to their very nature and unique characteristics which may affect public health, safety, and welfare, or which may establish public nuisances and conflict with surrounding uses and character. With Special Uses, Council can add conditions and make additional considerations to each permit based on location. The Special Use allows Council and the City to exercise caution, and to have more oversite when siting cannabis businesses.

| Table: Permitted and Special Uses | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | A | B-1 | B-2 | C-1 | D-1 | D-2 | D-3 | GAP 5 | M-1 | GAP 6 | M-2 | References |
| COMMERCIAL | | | | | | | | | | | | |
| Retail and Service | | | | | | | | | | | | |
| Adult-Use Cannabis Dispensing Organization | | S | S | S | S | S | S | S | S | S | S | 44-1038 |
| INDUSTRIAL | | | | | | | | | | | | |
| Manufacturing and Production, Light | | | | | | | | | | | | |
| Adult-Use Cannabis Craft Grower | S | S | S | | S | S | S | S | S | S | S | 44-1038 |
| Adult-Use Cannabis Cultivation Center | S | | | | | | S | | S | S | S | 44-1038 |
| Adult-Use Cannabis Infuser Organization | | S | S | | | | S | | S | S | S | 44-1038 |
| Adult-Use Cannabis Processing Organization | | | | | | | S | | S | S | S | 44-1038 |
| Transportation | | | | | | | | | | | | |
| Adult-Use Cannabis Transporting Organization | | | | | | | S | | S | S | S | 44-1038 |

## Special Use Regulations (~44-1038)

The special use application requirements are outlined in ~44-1707 of the City Code. Applicants are required to submit a site plan and application. The Zoning Board of Appeals reviews applications for compliance with five standards gaging the impacts on the surrounding uses, the overall neighborhood, property values, and impacts on traffic and stormwater. The Board provides Council with a recommendation. Council votes to either approve, deny, or approve the

application with conditions. Special uses are valid until the use is discontinued at the specific location, or the permit is revoked.

### A. Supplemental Application requirements

In addition to the regular application requirements, the draft text amendment proposes that adult-use cannabis business establishment applicants provide supplemental information on the business's building construction, security information, sign plan, and business plan explaining the hours of operation, number of employees, and anticipated traffic demand.

### B. Buffers and setbacks

The Act allows the City to establish separation requirements and to regulate proximity of adult-use cannabis establishments to other businesses and residential uses. The draft text amendment proposes a 500ft separation buffer requirement from the following uses for all adult-cannabis business establishments:

- Pre-existing public or private nursery school;
- Preschool;
- Primary or secondary school;
- Day care center or day care home;
- Residential care home;
- Any place of worship; or
- Playground or parks.

The draft text amendment proposes a 250ft separation buffer from the following residential districts for all adult-cannabis business establishments:

- R1A, Single family residential district
- R1B, Single family residential district
- R1C, Single family residential district
- R1H, Single family residential district
- R2, Mixed residential district
- R3A, Multifamily residential district
- R3B, Multifamily residential district
- R4, Mobile home districts
- GAP 1, GAP 2, GAP 3, GAP 4, GAP residential districts.

The draft text amendment proposes a 1,500-foot separation requirement between dispensaries. This recommendation is consistent with the state requirement.

### C. Additional standards for consideration:

The general Special Use standards outlined in 44-1707. In addition to these standards, the Zoning Board of Appeals and the City Council would consider the following standards when deciding to approve or deny a special use permit application for adult-cannabis businesses:

[1] Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property.

[2] Proposed structure in which the facility will be located, including co-tenancy (if in a multi-tenant building), total square footage, security installations/security plan and building code compliance.

[3] Hours of operation and anticipated number of customers/employees.

[4] Anticipated parking demand and available private parking supply.

[5] Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.

[6] Site design, including access points and internal site circulation.

[7] Proposed signage plan.

[8] Compliance with all requirements provided in Section H[1] (Adult-Use Cannabis Craft Grower); Section H[2] (Adult-Use Cannabis Cultivation Center); Section H[3] (Adult-Use Cannabis Dispensing Organization); Section H[4] (Adult-Use Cannabis Infuser Organization); Section H[5] (Adult-Use Cannabis Processing Organization); or Section H[6] (Adult-Use Cannabis Transporting Organization), as applicable.

[9] The number of Adult-Use Cannabis Business Establishments already in operation

[10] Other criteria determined to be necessary to assess compliance with Chapter 44 (Special Uses) of this Chapter.

### D. On-site consumption

The proposed text amendment prohibits on-site consumption of cannabis. Cannabis, per the Act, may be consumed in private residences but not in public places, unless approved through zoning. Staff added this prohibition to the draft text amendment following discussions and feedback received at Council meetings and throughout the community. Many communities, including the Town of Normal, are also abstaining from approving on-site consumption. Should Council decide that they would like to permit on-site consumption in the future, the proposed ordinance could be amended in the future.

## Medical Marijuana

The Bloomington Zoning Ordinance permits medical marijuana dispensaries by right in business and with a special use permit when located in a manufacturing district and abutting residential zoning. Medicinal cultivation centers are considered urban agriculture and permitted in the manufacturing and agricultural districts. The state regulates licensing of medical marijuana dispensaries and cultivators, so the City does not have additional separation requirements for these businesses. Bloomington does not currently have a medical marijuana facility located within its jurisdiction.

Town of Normal Planning Commission Recommendations:

The Normal Planning Commission met on Thursday, November 7, 2019 to discuss a draft text amendment for adult-use cannabis businesses. Like the City of Bloomington, the Town Council initiated the text amendment and public hearing process without endorsing an opt-in or opt-out stance for the community. The Normal Commission recommended a text amendment that allowed all six types of uses (cultivators, craft growers, processors, infusers, dispensaries, transporters) with special use permits in their B-1, M-1, M-2 and Agricultural districts. The Commission recommended a 100 ft setback from schools, day care centers, and places of worship. This recommendation is consistent with the Town's Liquor Code requirement for alcohol sales. The Commission recommended a 200 ft setback from single family residential districts. This recommendation is consistent with the Town's Video Gaming ordinance. They also added additional setback requirements from mobile home courts, and prohibited dispensaries near campus and around Main Street. Normal's Council will consider the text amendment on November 18, 2019.

Discussion/Considerations for the Bloomington Planning Commission:

1. Should Adult-Use Cannabis Business Establishments be permitted by right or require a special use permit?
2. In what districts should Bloomington permit Adult-Use Cannabis Business Establishments to locate?
3. What separation requirements should apply including how many feet and from what uses?
4. What, if any, additional considerations should apply for Adult-Use Cannabis Business Establishments?

Zoning map and text amendment guidelines (44-1706)

1. *The suitability of the subject property for uses authorized by the existing zoning;* The special use permit allows this consideration to be examined on a case-by-case basis.
2. *The length of time the property has remained vacant as zoned considered in the context of land development in the area;* The special use permit allows this consideration to be examined on a case-by-case basis.
3. *The suitability of the subject property for uses authorized by the proposed zoning;* The special use permit allows this consideration to be examined on a case-by-case basis.
4. *The existing land uses and zoning of nearby property;* Staff recommended siting adult cannabis businesses in districts with similar businesses, such as retail or secondary and primary manufacturing.
5. *Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;* The special use application process facilitates a public hearing providing property owners with the opportunity to speak on the application.
6. *The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;* access, circulation and parking would be reviewed during the special use process.

7. *The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area;*
8. *The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;* impacts on services would be examined on a case-by-case basis during the special use application process. The proposed uses are also similar to other uses in their respective districts.
9. *The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein;*
10. *The extent to which property values are diminished by the particular zoning restriction;* Separation requirements help protect residential property values. Additional zoning and building requirements, like landscaping, lighting, or ventilation, could be added as a condition of a special use application, if necessary.
11. *The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public;*
12. *Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it;*
13. *Whether the City needs the proposed use.*

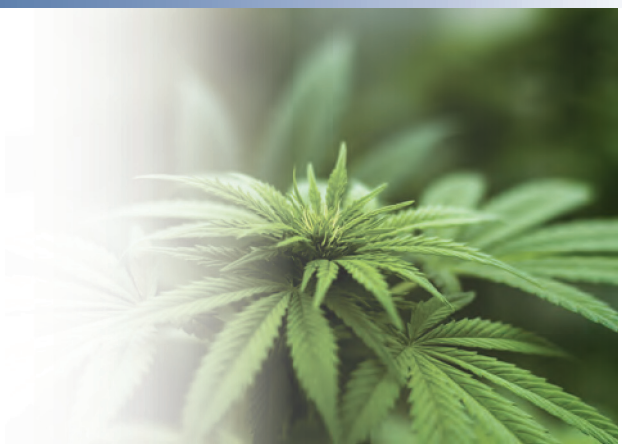
Respectfully submitted,
Planning Staff

Attachments:

- Resolution 2019-31
- Draft Text Amendment
- Zoning Map showing proposed districts
- 500 ft/250 ft buffer map
- 1000 ft/250 ft buffer map
- 100 ft/200 ft single family buffer map (consistent with Town of Normal)
- 100 ft/200 ft buffer map
- IML Cannabis Fact Sheet
- Legal notice and courtesy notice

FACT SHEET

# Adult-Use Cannabis



HB 1438 (Rep. Cassidy, D-Chicago, Sen. Steans, D-Chicago) creates the Cannabis Regulation and Tax Act. Effective January 1, 2020, the Act legalizes the possession and private use of cannabis for Illinois residents over 21 years of age. The legislation has passed both Chambers and the Governor has indicated he will sign it.

6/2/19

## LOCAL REGULATION OF CONSUMPTION

Municipalities may not restrict the private consumption of cannabis that is authorized by the Act. However, the Act prohibits the use of cannabis in public places, schools and child care facilities among other locations. Municipalities may adopt and enforce local ordinances to regulate possession and public consumption of cannabis so long as the regulations and penalties are consistent with the Act.

## HOME GROW LIMITED TO MEDICAL PROGRAM PARTICIPANTS

Home grow cannabis will be authorized only for medical cannabis program participants, and is limited to five plants in their residence and subject to specified restrictions. Home grow of recreational cannabis by non-medical participants is prohibited. More information about the medical cannabis program is available via this link.

## ZONING

The Act preserves local zoning authority and directly authorizes municipalities to prohibit (opt out) or significantly limit the location of cannabis businesses by ordinance. Municipalities will have the authority to enact reasonable zoning regulations that are not in conflict with the act. This would include the authority to opt out of either commercial production or distribution (dispensaries) of adult-use cannabis within their jurisdiction. Municipalities also may enact zoning ordinances and regulations designating the time, place, manner and number of cannabis business operations, including minimum distances between locations through conditional use permits.

## BUSINESS REGULATION

In addition to their general business licensing authority, municipalities will have the authority to allow for on-premise use of cannabis at locations to be determined locally. The Act anticipates that local authorities will engage in inspections of cannabis-related businesses. Municipalities may establish and impose civil penalties for violations of the local business licensing ordinances and regulations.

ILLINOIS MUNICIPAL LEAGUE

500 East Capitol Avenue | PO Box 5180 | Springfield, IL 62705-5180 | Ph: 217.525.1220 | Fx: 217.525.7438 | www.iml.org

## LOCAL REVENUE

Municipalities, by ordinance, may impose a Municipal Purchase Excise Tax on adult-use cannabis products of up to 3% of the purchase price, in .25% increments. Counties may impose up to 3.75% in unincorporated areas, in .25% increments. The taxes imposed under this Act shall be in addition to all other occupation, privilege or excise taxes imposed by the State of Illinois, such as sales tax.

## SMOKE FREE ILLINOIS ACT

The Act applies the restrictions of the Smoke Free Illinois Act on smoking cannabis, and provides that property owners may prohibit the use of cannabis by any guest, lessee, customer or visitor. In addition, lessors may prohibit cultivation of cannabis by their lessees.

## EMPLOYER PROVISIONS

The Act provides employer protections including that nothing in the enactment prohibits employers from adopting reasonable zero-tolerance or drug-free workplace employment policies concerning drug testing, smoking, consumption, storage or use of cannabis in the workplace or while on-call. These policies must be applied in a nondiscriminatory manner. Employers may prohibit the use of cannabis by employees in the workplace, and engage in discipline, including termination, for violations of those polices and workplace rules.

## STATE LICENSING

The Act authorizes the production and distribution of cannabis and cannabis products through state-licensed cultivators, craft growers, infusers, transporters and dispensaries. Cannabis transporters will be separately licensed by the Act, as well. A market study due in March 2021 will inform future licensing. The state will issue licenses according to a graduated scale. By the end of the first year, there will be up to 295 dispensing organizations. The Act will allow up to 500 dispensing organizations by January 1, 2022. Cultivators will be capped at 50, and 100 craft growers will be allowed. By that same date, 100 infusers will also be authorized to be licensed.

## GRANTS AND INVESTMENT

The Act establishes the Restore, Reinvest and Renew (R3) Program to invest in communities historically impacted by economic disinvestment and violence. The Illinois Criminal Justice Information Authority (ICJIA) will identify R3 areas that qualify for funding, and grants will be awarded by the R3 Board. A 22-member R3 Board will award grants throughout the state, subject to an application process and the Government Accountability and Transparency Act (GATA); the R3 Board shall be chaired by the Lt. Governor.

## SOCIAL EQUITY

The Act provides for a social equity program to establish a legal cannabis industry that is accessible to those most adversely impacted by the enforcement of drug-related laws in this state, including cannabis-related laws. Qualifying social equity applicants may be awarded financial assistance and incentives if they are interested in establishing cannabis related businesses.

## STATE REVENUE

State revenues derived from the Cannabis Regulation and Tax Act will be deposited into the Cannabis Regulation Fund. The funds will be distributed to multiple state agencies for implementation of the Act. The legalization of adult cannabis also includes a new source of Local Government Distributive Fund (LGDF) dollars. A portion of the Cannabis Regulation Fund (8% of deposits) will go to local governments as LGDF to be used to fund crime prevention programs, training and interdiction efforts. The Cannabis Regulation Fund is derived from moneys collected from state taxes, license fees and other amounts required to be transferred into the Fund.

## DECRIMINALIZATION AND EXPUNGEMENTS

A significant portion of the Act addresses the decriminalization of cannabis through mandatory and discretionary expungements of criminal convictions relating to non-violent cannabis offenses.

## Legal Inside

63084
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE
Planning Commission
NOVEMBER 13, 2019

Notice is hereby given that the Planning Commission of the City of Bloomington, Illinois, will hold a public hearing initiated by the Bloomington City Council on:

1). a text amendment to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, to define and allow Adult-Use Cannabis Business Establishments with a special use permit in the agriculture, business, and manufacturing districts in the City of Bloomington.

Said public hearing will be held during the regular meeting of the Bloomington Planning Commission on Wednesday, November 13, 2019 at 4:00 p.m. in the City Council Chambers of City Hall Building at 109 E. Olive St. Bloomington, IL. All interested persons may present their views and testimony upon said text amendment during the public hearing.

The meeting's agenda, the initiation resolution, the draft text amendment, and further information will be published online prior to the meeting at the City of Bloomington's web site: https://www.cityblm.org/Home/Components/Calendar/Event/9999/755?backlist=%2fgovernment%2fboards-commissions%2fplanning-commission/

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Published:
Tuesday, October 29, 2019

Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

# Courtesy Notice

Public Hearing
with the
Bloomington Planning Commission
**Wednesday, November 13, 2019**
**4:00 PM**
**109 E. Olive Street.**
**Bloomington, IL 61701**

**Subject: A text amendment to the Zoning Ordinance, Chapter 44 of the City Code, to establish zoning regulations for adult-use cannabis business establishments.**

The text amendment was initiated by City Council on October 28, 2019 (Resolution 2019-31). The Resolution and draft amendment are available in the October 28 Council Packet online at http://bloomingtonil.iqm2.com/Citizens/Board/1000-City-Council

The draft amendment allows for various adult-use cannabis business establishments (cultivators, processers, craft growers, infusers, dispensaries, and transporters) with a special use permit in the agriculture, business, and manufacturing zoning districts. The text amendment establishes application requirements and development standards pertaining to building features such as security, parking, and separation from churches, schools, etc.

The agenda and information packet for the hearing will be available prior to the Commission meeting on the City of Bloomington website at www.cityblm.org. Please send questions and/or comments to planning@cityblm.org or contact the Planning Division at 309-434-2226.

In compliance with the Americans with Disabilities Act and other applicable federal and state law, all hearings will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that hearings are sometimes continued or postponed for various reasons (i.e. lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting.

COURTESY EMAIL NOTICES SENT TO THE FOLLOWING REPRESENTATIVES:

| | Entity | Contact |
|---|---|---|
| 1 | IWU | Carl Teichman |
| 2 | Labor and Trades meeting | Richard L. Veitengruber |
| 3 | Neighborhood Associations | Nora Durkowitz |
| 4 | EDC | Patrick Hoban |
| 5 | CVB | Crystal Howard |
| 6 | District 87 | Reilly, Barry |
| 7 | Unit 5 | Dayna Brown |
| 8 | Chamber of Commerce | Charlie Moore |
| 9 | Downtown Business Association | Melissa Hon |
| 10 | Non-For-Profits | Holly Ambuel |
| 11 | Fraternal Organizations | |
| 12 | Realtor's Association | Kristie Engerman |
| 13 | ISU | Harriet Steinbach, |
| 14 | Heartland Community College | Minter, Doug |
| 15 | Community Groups | |
| 16 | BN Advantage | Adam Garey |
| 17 | BN Advantage | Mike Doherty |
| 18 | BN Advantage | Frank Beck |
| 19 | BN Advantage | Gregg Chadwick |
| 20 | BN Advantage | Ed Neaves |
| 21 | BN Advantage | Deanna Frautschi' |
| 22 | Chamber of Commerce | Charlie Moore |
| 23 | MCCA | Deborah White |
| 24 | SBDC | Karen Bussone |
| 25 | West Bloomington Revitalization Project | Arthur Haynes |
| 26 | West Bloomington Revitalization Project | Laurie Bell |
| 27 | West Bloomington Revitalization Project | Michael O'Donnell |
| 28 | West Bloomington Revitalization Project | Deborah Halperin |
| 29 | West Bloomington Revitalization Project | Jack Bataoel |
| 30 | West Bloomington Revitalization Project | Julie Hile |
| 31 | West Bloomington Revitalization Project | Mary Campbell |
| 32 | West Bloomington Revitalization Project | Ryan Heeren |
| 33 | West Bloomington Revitalization Project | Tahnee Lathrop |
| 34 | Real Estate | R. Michael Hundman |
| 35 | Real Estate | Todd Bugg |
| 36 | Real Estate | Douglas R. Gerig |
| 37 | Real Estate | Gary Trembley |
| 38 | Real Estate | Mike Talkington |
| 39 | Real Estate | Meghan O'Neal-Rogozinski |
| 40 | Real Estate | Mike O'Neal |
| 41 | Real Estate | Mike Flynn |
| 42 | Real Estate | Laura Pritts |
| 43 | Real Estate | Bob Swords |
| 44 | Real Estate | Greg Yount |

| | Entity | Contact |
|---|---|---|
| 45 | Real Estate | Cathy Mitteer |
| 46 | Real Estate | Diane Cote |
| 47 | Real Estate | John Albee |
| 48 | Real Estate | Dave Stark |
| 49 | Real Estate | Greg Schrof |
| 50 | Real Estate | Pam Schrof Rieger |
| 51 | Real Estate | Jason Barickman |
| 52 | Community Groups | BCAI School of Arts |
| 53 | Government | Randy Stein |
| 54 | Government | Carl Olson |
| 55 | Government | Isaac Thorne |
| 56 | Bloomington Schools | Frazier, Tom |
| 57 | Bloomington Schools | Gleason, Wilma |
| 58 | Bloomington Housing Authority | Jeremy Hayes |
| 59 | Chestnut Health Systems | Dietra Kulicke |
| 60 | OSF St. Joseph Medical | Erin Kennedy |
| 61 | Advocate BroMenn | Sally Gambacorta |

# REGULAR AGENDA ITEM NO. 8.C

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Legal Department and Administration Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on an Ordinance Amending Chapter 39 of the City Code to Implement a Cannabis Retailers' Occupation Tax in the City of Bloomington, as requested by the Legal Department and the Administration Department.

**RECOMMENDED MOTION:** The proposed Ordinance 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:** If the City Council authorizes cannabis dispensaries within the City, a supplemental item to consider is the taxation of cannabis sales. Municipal Cannabis Retailers' Occupation Tax Law allows for municipalities to impose a tax, in 0.25% increments up to a maximum of 3%, on all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Program.

This 3% occupation tax would be in addition to other applicable City taxes on the sale of cannabis, including the City's 2.5% home rule sales tax, as well as the current 1% share of the State's sales tax. Although it is difficult to predict how much revenue will be generated by sale of cannabis, the following chart shows a few possibilities based on varying monthly sale numbers:

| **Monthly Sales** | **$50,000** | **$100,000** | **$500,000** |
|---|---|---|---|
| 2.5% Home Rule Sales Tax | $1,250 | $2,500 | $12,500 |
| 3% Occupation Tax | $1,500 | $3,000 | $15,000 |
| 1% Municipal Tax | $500 | $1,000 | $5,000 |
| TOTAL PER MONTH | $3,250 | $6,500 | $32,500 |
| **TOTAL PER YEAR** | **$39,000** | **$78,000** | **$390,000** |

It should be noted the occupation tax would be collected by the Illinois Department of Revenue, which withholds 1.5% of the total collected for both Home Rule Sales Tax and if approved the 3% Occupation Tax to cover their cost of collecting the taxes. The remainder is then remitted to the City. The above chart does not take into account collection fees that are withheld by the Department of Revenue.

Under the law, the earliest the tax can be imposed is July 1, 2020. To be effective by this date, the enacting ordinance must be certified to the Illinois Department of Revenue by

April 1, 2020.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** As set forth in Background, the projected revenue from the tax is difficult to predict. Given this uncertainty, no revenue will be included in the FY 2021 Proposed Budget. If an ordinance allowing cannabis sales in Bloomington is passed, and a licensed dispensary locates in Bloomington, any portion of the up to 3% Occupation Tax revenues will be not be spent until the City Council gives direction on any restrictions they would like to see on the added tax dollars.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Jeffrey R. Jurgens, Corporation Counsel 12/11/2019

Chris Tomerlin, Budget Manager 12/11/2019

Jeffrey R. Jurgens, Corporation Counsel 12/11/2019

Tara Henry, Legislative Assistant 12/12/2019

Recommended by:

Tim Gleason, City Manager

**Attachments:**

- LGL 3B Cannabis Tax Ordinance 2019 - 91

**ORDINANCE NO. 2019 - 91**

**AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE TO IMPLEMENT A CANNABIS RETAILERS' OCCUPATION TAX IN THE CITY OF BLOOMINGTON**

**WHEREAS,** the City of Bloomington, McLean County, Illinois (hereinafter referred to as "City") is an Illinois home-rule municipality; and

**WHEREAS**, on January 1, 2020, the Cannabis Regulation & Tax Act (hereinafter "Act") will go into effect, legalizing the consumption and possession of limited amounts of cannabis for adults 21 and older in Illinois; and

**WHEREAS,** the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

**WHEREAS**, this Ordinance is adopted pursuant to the provisions of the Illinois Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/11-8-23 *et seq*. (Act); and

**WHEREAS**, this Ordinance is intended to impose the tax authorized by the Act providing for a municipal cannabis retailers' occupation tax which will be collected by the Illinois Department of Revenue; and

**WHEREAS,** the City Council deems it in the best interest of the community to adopt this ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Bloomington as follows:

**SECTION 1. Recitals.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2. Adoption of Tax.** Chapter 39 of the City Code shall be amended by the addition of Article III that will read as follows:

**ARTICLE III Municipal Cannabis Retailers' Occupation Tax.**

**1. Tax imposed; Rate.**

(a) A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Program Act, at retail in the City at the rate of 3% of the gross receipts from these sales made in the course of that business.

(b) The imposition of this tax is in accordance with the provisions of Section 8-11-23, of the Illinois Municipal Code (65 ILCS 5/8-11-23).

**2. Collection of tax by retailers.**

(a) The tax imposed by this Ordinance shall be remitted by such retailer to the Illinois Department of Revenue (Department). Any tax required to be collected pursuant to or as authorized by this Ordinance and any such tax collected by such retailer and required to be remitted to the Department shall constitute a debt owed by the retailer to the State. Retailers may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.

(b) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department. The Department shall have full power to administer and enforce the provisions of this article.

**SECTION THREE:** That if any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION FOUR.** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the tax provided for herein shall take effect for all sales on or after the first day of July 2020. Copies of this Ordinance shall be certified and sent to the Illinois Department of Revenue.

PASSED this 16th day of December 2019.

APPROVED this ____ day of December 2019.

**CITY OF BLOOMINGTON:**

_____
Tari Renner, Mayor

**ATTEST:**

_____
Amanda Mohan, Deputy City Clerk

# REGULAR AGENDA ITEM NO. 8.D

**FOR COUNCIL:** December 16, 2019

**SPONSOR:** Legal Department and Police Department

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and action on an Ordinance Amending Chapter 28 of the City Code Regarding Cannabis & Drug Paraphernalia Violations, as requested by the Legal Department and the Police Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**
-Goal 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**
-Objective 4a. Residents feeling safe in their homes and neighborhoods

**BACKGROUND:** On January 1, 2020, the Cannabis Regulation & Tax Act will go into effect, legalizing the consumption and possession of limited amounts of cannabis for adults 21 and older in Illinois. Under the Act, Illinois residents may possess up to: (1) 30 grams, or just over one ounce of "flower"; (2) 5 grams of cannabis concentrate and (3) 500 milligrams of THC (tetrahydrocannabinol) in a cannabis infused product such as candy, other consumable products (referred to as "edibles"), or tinctures, and lotions. Except as allowed by the Cannabis Regulation and Tax Act, it is unlawful for any person to knowingly possess cannabis.

The City Code currently provides it is an ordinance violation, with a fine of $250.00, for any person to possess 2.5 grams or less of cannabis. Amounts in excess of 2.5 grams are referred to the State's Attorney's office for criminal charges. As a result of the Cannabis Regulation & Tax Act, it is necessary to update the City Code to factor in the lawful use of cannabis beginning January 1, 2020.

Under the proposed ordinance, it would be a violation to: (1) possess cannabis outside the legal limits (e.g., in excess of 30 grams); (2) possess cannabis if you are under the age of 21; (3) possess cannabis in certain locations (i.e., school grounds, etc.); (4) sell cannabis to someone under the age of 21; (5) consume cannabis in a public place (and other defined places); and (6) possess cannabis plants except as allowed by law. Each violation would be subject to an ordinance violation and a $250 fine (per violation and/or per plant), although violations can also still be referred to the State's Attorney's office for criminal prosecution where mandated or discretion deems necessary.

It should be noted this ordinance does not address cannabis trafficking and/or the delivery of cannabis on school grounds. Those violations would be still be prosecuted under the Cannabis Control Act. The $250 fine for selling to minors would be akin to a liquor store

selling alcohol to an individual under the age of 21 (i.e., a dispensary selling to an individual under the age of 21).

As used in the Act, and the proposed ordinance, the term "public place" means any place where a person could reasonably be expected to be observed by others. This includes all parts of buildings owned in whole or in part, or leased, by the State or a unit of local government and all areas in a park, recreation area, wildlife area, or playground owned in whole or in part, leased, or managed by the State or a unit of local government.

The proposed ordinance also updates the City Code provisions on drug paraphernalia. This includes establishing a new definition of "cannabis paraphernalia" as established in the Act.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** The legalization of adult recreational cannabis will likely result in fewer ordinance violations. Accordingly, the City may see a decrease in revenue from ordinance violations involving cannabis. This could be countered by new ordinance violations involving cannabis, like public consumption, however it is difficult to predict what, if any, financial impact might result.

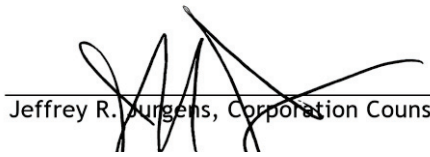
**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

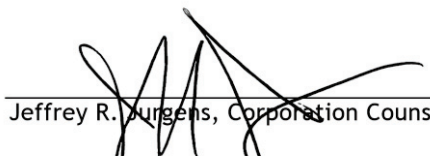
Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel 12/11/2019

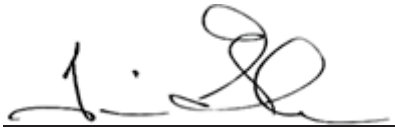
Chris Tomerlin, Budget Manager 12/11/2019



Jeffrey R. Jurgens, Corporation Counsel 12/11/2019

Tara Henry, Legislative Assistant 12/11/2019

Recommended by:



Tim Gleason, City Manager

**Attachments:**

- LGL 4B Cannabis Possession Ordinance 2019 - 92

**ORDINANCE NO. 2019 – 92**

**AN ORDINANCE AMENDING CHAPTER 28 OF THE CITY CODE REGARDING CANNABIS & DRUG PARAPHERNALIA VIOLATIONS**

**WHEREAS,** the City of Bloomington, McLean County, Illinois (hereinafter referred to as "City") is an Illinois home-rule municipality; and

**WHEREAS**, on January 1, 2020, the Cannabis Regulation & Tax Act (hereinafter "Act") will go into effect, legalizing the consumption and possession of limited amounts of cannabis for adults 21 and older in Illinois; and

**WHEREAS**, under the Act, Illinois residents may possess up to: (1) 30 grams, or just over one ounce of "flower"; (2) 5 grams of cannabis concentrate and (3) 500 milligrams of THC (tetrahydrocannabinol) in a cannabis infused product such as candy, other consumable products (referred to as "edibles"), or tinctures, and lotions; and

**WHEREAS,** the Act enacts other requirements regarding the labeling and packaging of cannabis, where cannabis can be consumed and limitations on growing plants; and

**WHEREAS**, the City desires to update its regulations on the possession and use of cannabis, as well as on the possession and use of drug paraphernalia, to reflect the changes in the Act and as set forth herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

**SECTION ONE:** That the foregoing recitals be and the same are hereby incorporated herein by this reference and made a part hereof as though fully set forth as findings of fact by the Mayor and City Council.

**SECTION TWO:** That Chapter 28 of the Bloomington City Code be and the same is hereby amended by replacing Sections 28-189 and 28-190 with the new Sections 28-189, 28-190A, 28-190B, and 28-190C as set forth in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof.

**SECTION THREE:** That if any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION FOUR:** That this Ordinance shall be in full force and effect on January 1, 2020, at least 10 days after its passage, approval, and publication as required by law.

**SECTION FIVE.** This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 16th day of December 2019.

APPROVED this ____ day of December 2019.

**CITY OF BLOOMINGTON**

_____
Tari Renner, Mayor

**ATTEST**

_____
Amanda Mohan, Deputy City Clerk

## Exhibit A

### 28-189 CANNABIS AND PARAPHERNALIA DEFINITIONS

As used in Sections 28-190A, 28-190B, and 28-190C, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

CANNABIS: includes marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis Sativa, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination.

CANNABIS PARAPHERNALIA: means equipment, products, or materials intended to be used for planting, propagating, cultivating, growing, harvesting, manufacturing, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, ingesting, or otherwise introducing cannabis into the human body.

CONTROLLED SUBSTANCE: Any substance as defined in Article II of the Illinois Controlled Substances Act, 720 Illinois Compiled Statutes 570/201 et seq.

DELIVER OR DELIVERY: Actual, constructive or attempted transfer of possession of cannabis, with or without consideration, whether or not there is an agency relationship.

DRUG PARAPHERNALIA: All equipment, products and materials of any kind, other than methamphetamine manufacturing materials as defined in Section 10 of the Methamphetamine Control and Community Protection Act and cannabis paraphernalia as defined in Section 1-10 of the Cannabis Regulation and Tax Act, which are intended to be used unlawfully in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of the Illinois Controlled Substances Act, or the Methamphetamine Control and Community Protection Act or a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act. It includes, but is not limited to:

A. Kits intended to be used unlawfully in manufacturing, compounding, converting, producing, processing, or preparing a controlled substance;

B. Isomerization devices intended to be used unlawfully in increasing the potency of any species of plant which is a controlled substance;

C. Testing equipment intended to be used unlawfully in a private home for identifying or in analyzing the strength, effectiveness or purity of controlled substances;

D. Diluents and adulterants intended to be used unlawfully for cutting a controlled substance by private persons;

E. Objects intended to be used unlawfully in ingesting, inhaling, or otherwise introducing cocaine or a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act into the human body including, where applicable, the following items:

1. Water pipes;

2. Carburetion tubes and devices;

3. Smoking and carburetion masks;

4. Miniature cocaine spoons and cocaine vials;

5. Carburetor pipes;

6. Electric pipes;

7. Air-driven pipes;

8. Chillums;

9. Bongs;

10. Ice pipes or chillers;

F. Any items whose purpose, as announced or described by the seller, is for use in violation of this Act.

KNOWLEDGE: Knows, acts knowingly or with knowledge:

A. The nature or attendant circumstances of his/her conduct, described by the section defining the offense, when he/she is consciously aware that his/her conduct is of such nature or that such circumstances exist. Knowledge of a material fact includes awareness of the substantial probability that such fact exists.

B. The result of his/her conduct, described by the section defining the offense, when he/she is consciously aware that such result is likely to be caused by his/her conduct.

C. Knowledge may be inferred from the surrounding circumstances.

MANUFACTURE: The production, preparation, propagation, compounding, conversion or processing of cannabis, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, and includes any packaging or

repackaging of cannabis or labeling of its container, except that this term does not include the preparation, compounding, packaging or labeling of cannabis as an incident to lawful research, teaching, chemical analysis, or sold and possessed as provided in the Compassionate Use of Medical Cannabis Program Act, as amended, and the Cannabis Regulation and Tax Act, as amended.

NITROUS OXIDE ($N_2O$): A colorless flammable gas used as an anesthetic and in aerosols.

NITROUS OXIDE CARTRIDGE: Any cartridge containing less than twenty (20) ounces of compressed nitrous oxide ($N_2O$).

ORDINARY PUBLIC VIEW: Means within the sight line with normal visual range of a person, unassisted by visual aids, from a public street or sidewalk adjacent to real property, or from within an adjacent property.

PERSON: Any individual, corporation, business trust, estate, trust, partnership or association, or any other entity.

POSSESSION: Possession may be either actual or constructive.

A. Actual possession means exercising physical dominion.

B. Constructive possession may be inferred if the defendant has intent and capacity to maintain control and dominion over the cannabis, drug paraphernalia or cannabis paraphernalia.

PRODUCE OR PRODUCTION: Planting, cultivating, tending or harvesting.

PUBLIC PLACE: Means any place where a person could reasonably be expected to be observed by others. This includes, but is not limited to, all parts of buildings owned in whole or in part, or leased, by the State or a unit of local government and all areas in a park, recreation area, wildlife area, or playground owned in whole or in part, leased, or managed by the State or a unit of local government. The term “Public Place” does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises.

**28-190A: POSSESSION OF CANNABIS**

A. Possession, Exceeding State Limits. It shall be unlawful for and no person shall possess more than thirty grams (30g) of raw cannabis, cannabis-infused products containing more than five hundred milligrams (500 mg) of THC, or five grams (5g) of cannabis product in concentrated form. It shall further be unlawful for and no person shall possess cannabis at the following locations: (1) in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act; (2) on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act; (3) in any correctional facility; (4) in a vehicle not open to the public unless the cannabis is in a reasonably secured, sealed container and reasonably inaccessible while the vehicle is moving;

or (5) in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises.

B. Possession, Sale or Providing to Minors Prohibited.

1. It shall be unlawful for and no person under the age of twenty-one (21) shall possess, consume, or use any substance containing cannabis or THC, except as allowed by the Compassionate Use of Medical Cannabis Program Act, as amended.

2. It shall be unlawful for and no person, after purchasing or otherwise obtaining any substance containing cannabis or THC shall sell, give or deliver such substance to a person under the age of 21, except as allowed by the Compassionate Use of Medical Cannabis Program Act, as amended.

C. Unlawful Consumption of Cannabis. It shall be unlawful for and no person shall use cannabis or cannabis-infused products at the following locations: (1) in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act; (2) on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act; (3) in any correctional facility; (4) in any motor vehicle; (5) in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises; (6) in any public place; (7) knowingly in close physical proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the Compassionate Use of Medical Cannabis Pilot Program Act; or (8) in any place where smoking is prohibited under the Smoke Free Illinois Act.

D. Other Prohibited Acts. It shall be unlawful for and no person shall: (1) facilitate the use of cannabis by any person who is not allowed to use cannabis under this section; and (2) transfer cannabis to any person contrary to the Cannabis Tax and Regulation Act or the Compassionate Use of Medical Cannabis Program Act.

E. Unlawful Possession of Cannabis Sativa Plant. It shall be unlawful for any person to possess a cannabis sativa plant, except as provided by the Cannabis Regulation and Tax Act, as may be amended. It shall further be unlawful for any person to place a cannabis sativa plant in ordinary public view.

F. Penalty. Any person who pleads guilty or liable or is found guilty or liable by a court of law or administrative tribunal for a violation of this Section shall be fined as follows:

1. Paragraphs A through D shall be punished by a fine of two hundred and fifty dollars ($250.00).

2. Paragraph E shall be punished by a fine of two hundred and fifty dollars ($250.00) per cannabis sativa plant.

G. Exceptions.

1. Any person who manufactures, distributes, dispenses, or is in possession of any controlled substance for research purposes, pursuant to 720 Illinois Compiled Statutes 550/11, as hereafter amended, shall be exempt from the provisions of this Section.

2. Any person in possession of a compassionate use of medical cannabis card, as provided by the Compassionate Use of Medical Cannabis Program Act, as amended, may grow up to 5 cannabis plants within a secured enclosed facility.

3. Possession and/or consumption by any person in possession of a compassionate use of medical cannabis card, as provided by the Compassionate Use of Medical Cannabis Program Act, as may be amended, where said possession and/or consumption is authorized by and in accordance with said Act.

4. Any person who is licensed and authorized by the State of Illinois to dispense, cultivate, grow, infuse or deliver cannabis or substances containing THC to the extent it is permitted and authorized by State law.

H. Admissibility of Cannabis. In a prosecution for a violation of this section, evidence of cannabis shall only be admitted into evidence based upon:

1. A properly administered field test; or

2. Opinion testimony of a peace officer based on the officer's training and experience as qualified by the court.

I. Relationship to State Laws. Except as provided herein, violations of this section shall be considered civil in nature and prosecuted as local ordinance violations. The City may however, in its discretion, refer violations involving the possession or consumption of cannabis under the Cannabis Control Act, or other applicable law, to the State's Attorney for charges pursuant to State law instead of bringing charges pursuant to this section, but no person shall be charged both pursuant to this chapter and State law for the same offense. If the law requires a charge involving the possession or consumption of cannabis to be referred to the State's Attorney to be charged criminally pursuant to State law, the City shall make such a referral and shall not prosecute the violation as a local ordinance violation.

**28-190B: POSSESSION OF DRUG PARAPHERNALIA PROHIBITED**

A. Violation for Possession of Drug Paraphernalia: No person shall knowingly possess any item of Drug Paraphernalia where it is evident the purpose is for unlawfully ingesting, inhaling, or otherwise introducing a controlled substance into the human body, or in preparing a controlled substance for that use within the corporate limits of the City of Bloomington. In determining evidence of an unlawful purpose or intent, the trier of fact may take into consideration the proximity of the controlled substances to the drug paraphernalia or the presence of a controlled substance on the drug paraphernalia.

B. Penalty. Any person who pleads guilty or liable or is found guilty or liable by a court of law or administrative tribunal shall be punished by a fine of two hundred and fifty dollars ($250.00).

C. Forfeiture. "Drug paraphernalia" as defined in Section 28-189, seized by police officers pursuant to an arrest or issuance of a notice to appear for a violation of this Section, shall be forfeited to the City upon a plea of guilty or liability, a finding of guilt or liable and/or a disposition of court supervision or probation by a court of law or upon the individual utilizing any administrative remedy allowed by the City without further order of the court. Any other items which may be seized or forfeited pursuant to Section 720 Illinois Compiled Statutes 600/5, may be forfeited in the same manner as described therein for a violation of this Section.

D. Exemptions. This Section does not apply to:

1. Items used in the preparation, compounding, packaging, labeling, or other use of a controlled substance as an incident to lawful sale, use, research, teaching or chemical analysis and not for sale.

2. Items historically and customarily used in connection with the planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, or inhaling of tobacco or any other lawful substance unless such item has the presence of a controlled substance. Items exempt under this subsection include, but are not limited to, garden hoes, rakes, sickles, baggies, tobacco pipes, and cigarette rolling papers.

3. Items listed in the definition of "drug paraphernalia" in Section 28-190A if said items are used solely for decorative purposes, when such items have been rendered completely inoperable or incapable of being used for any illicit purposes prohibited by this chapter.

4. A person who is legally authorized to possess hypodermic syringes or needles under the Hypodermic Syringes and Needles Act, 720 Illinois Compiled Statutes 635/0.01 et seq.

E. Relationship to State Laws. Except as provided herein, violations of this section shall be considered civil in nature and prosecuted as local ordinance violations. The City may however, in its discretion, refer violatins involving the possession or use of drug paraphernalia under the Drug Paraphernalia Control Act, or other applicable law, to the State's Attorney for charges instead of bringing charges pursuant to this section, but no person shall be charged both pursuant to this chapter and State law for the same offense. If the law requires a charge involving drug paraphernalia to be referred to the State's Attorney to be charged criminally pursuant to State law, the City shall make such a referral and shall not prosecute the violation as a local ordinance violation.

**28-190C: POSSESSION OF CANNABIS PARAPHERNALIA BY MINORS PROHIBITED**

A. Violation for Possession of Cannabis Paraphernalia by Minors. No person under the age of 21 shall knowingly possess any item of Cannabis Paraphernalia where it is evident the purpose is for unlawfully ingesting, inhaling, or otherwise introducing cannabis into the human body, or in preparing cannabis for that use within the corporate limits of the City of Bloomington. In determining evidence of an unlawful purpose or intent, the trier of fact may take into consideration the proximity of the controlled substances to the cannabis paraphernalia or the presence of a controlled substance on the cannabis paraphernalia. It shall not be a violation if the possession or use is in compliance with the Compassionate Use of Medical Cannabis Program Act or other applicable law.

B. Penalty. Any person who pleads guilty or liable or is found guilty or liable by a court of law or administrative tribunal shall be punished by a fine of two hundred and fifty dollars ($250.00).

C. Forfeiture. "Cannabis paraphernalia" as defined in Section 28-189, seized by police officers pursuant to an arrest or issuance of a notice to appear for a violation of this Section, shall be forfeited to the City upon a plea of guilty or liability, a finding of guilt or liable and/or a disposition of court supervision or probation by a court of law or upon the individual utilizing any administrative remedy allowed by the City without further order of the court. Any other items which may be seized or forfeited pursuant to Section 720 Illinois Compiled Statutes 600/5, may be forfeited in the same manner as described therein for a violation of this Section.