



**CITY OF
BLOOMINGTON
COUNCIL MEETING
SEPTEMBER 23, 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, SEPTEMBER 23, 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 recognizing September as National Suicide Prevention Month**
 1. Proclamation for National Suicide Prevention Month
 - B. Appointments approved by City Council at the September 9, 2019 meeting**
 1. Appointments approved by City Council at the September 9, 2019 Meeting
- 6. Public Comment**
- 7. Consent Agenda**

Electronic Roll Call Vote

 - A.** Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the Bloomington City Code to Allow Possession of Open Alcohol on Public Property in Specified Portions of Downtown Bloomington on September 27, 2019, During the Front Street Pre-Concert Party, as requested by the City Clerk Department. (*Recommended Motion:* The proposed Ordinance be approved.)
 - B.** Consideration and action on an Ordinance Approving the Zoning Map Amendment for 1815 Towanda Barnes Road Adjacent (PIN:15-29-356-009), Approximately 4.33 Acres, from B-1 General Commercial District to A-Agricultural District, as requested by the Community Development Department. (*Recommended Motion:* The proposed Ordinance be approved.)
 - C.** Consideration and action on the Application of SmokQue Inc., d/b/a Brass Pig Smoke and Ale House, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, located at 602 N. Main Street, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. (*Recommended Motion:* The proposed License be approved, contingent upon compliance with all health and safety codes.)

- D. Consideration and action on the Application of Breatheblm, LLC, d/b/a Breathe, located at 1804 S. Hershey Rd., Unit 10, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved, contingent upon compliance with all health and safety codes.)*
- E. Consideration and action on the Application of Around the Corner II, Inc., d/b/a JP's Wheel & Ale House, located at 409 Hershey Road, requesting a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved, contingent upon compliance with all health and safety codes.)*
- F. Consideration and action to approve a Contract with Mississippi Lime Company for supply and delivery of granulated quicklime and liquid calcium hydroxide, as a limited source, for water treatment purposes, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- G. Consideration and action to approve a Contract with H & H Landscaping (RFP# 2020-12), for Grass and Weed Mowing Services on a regular and/or "as needed" basis for a one (1) year term, as requested by the Community Development Department. *(Recommended Motion: The proposed Contract be approved.)*
- H. Consideration and action to approve an Ordinance Approving the Ratification of the Dedication of a Public Storm Sewer Easement and Approving the Easement Agreement between James Dee and Rosemary King and the City of Bloomington, Illinois, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and action to approve the Minutes of the August 12, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- J. Consideration and action to approve the Minutes of the August 26, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- K. Consideration and action on approving an Ordinance Amending the Liquor Code to Provide for and Regulate Curbside Pickup and Off-premises Delivery of Alcohol, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,374,565.88, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*
- M. Consideration and action to Approve Appointments to the Cannabis Task Force, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*

8. Regular Agenda

Electronic Roll Call Vote

- A. Consideration and action on Classified (non-union) IMRF Retirement awareness, as requested by the Human Resources Department. (*Recommended Motion:* Informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)
- B. Consideration and action to approve the Purchase of watershed consulting services from McLean County Soil and Water Conservation District (MCSWCD), pursuant to an Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean, and MCSWCD, for Lake Bloomington and Evergreen Lake Watershed Plan updates, in the amount of \$71,250, as requested by the Public Works Department. (*Recommended Motion:* The proposed Purchase be approved.) (Presentation by Jim Karch, P.E., MPA, Director of Public Works, 10 minutes; and City Council discussion, 10 minutes.)

9. City Manager's Discussion

- A. Finance Director's Report

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session - Cite Section

Clerk-led Roll Call Vote

- A. Claim Settlement - Section 2 (c)(12) of 5 ILCS 120 (5 minutes)

13. Return to Open Session and Adjourn

Clerk-led Roll Call Vote

RECOGNITIONS

PROCLAMATION

September Is National Suicide Prevention + Action Month

WHEREAS; September is known around the United States as “National Suicide Prevention Awareness Month,” most of us are quite aware of suicide. **National Suicide Prevention + Action Month** is intended to help promote and give attention to the Suicide Prevention services available to us and our community. The goal is to speak openly about the topic of suicide to help erase the stigma surrounding it, and to direct those in need to the appropriate support services; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; According to the American Foundation for Suicide Prevention (AFSP), more than 47,000 people died by suicide in the year 2017; and

WHEREAS; Suicide is the 10th leading cause of death among adults in the US, and nearly 20% of all suicides were completed by people ages 45-54; and

WHEREAS; Bloomington, Illinois is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS; local organizations like Suicide Prevention Services (SPS), national organizations like the National Alliance on Mental Illness (NAMI), and international groups like Hope For The Day (HFTD) are on the front lines of a war that many still refuse to discuss, as suicide and mental illness remain too uncomfortable of a topic to talk about; and

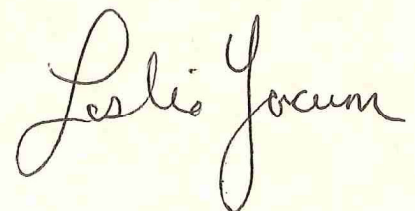
WHEREAS, every member of our community should understand that throughout life’s struggles we all need the occasional reminder that we are all fighting our own battles; and

WHEREAS, I encourage all residents to take the time to check in with their family, friends, and neighbors on regular basis and to honestly communicate their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, be it resolved that I, **Mayor Tari Renner**, do hereby proclaim the month of September 2019 as National Suicide Prevention Awareness Month in the City of Bloomington, Illinois.



Tari Renner
Mayor



Leslie Yocum
City Clerk



Appointments

Michelle Grasher: *Citizens' Beautification Committee*

Ryan McCracken: *Cultural Commission*

Michael McFarland: *Zoning Appeals*



Appointments

Eric Fisher: *Technology Commission*

Joel Murphy: *Technology Commission*

Gary Neumayer: *Technology Commission*

Jennifer Brown: *Technology Commission*



Appointments

Robert Davis: *Technology Commission*

Jacob Elterich: *Technology Commission*

Raviprasad Duvvuri: *Technology Commission*



Appointments

Rickielee Benecke: *Transportation Commission*

John Corey: *Transportation Commission*

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the Bloomington City Code to Allow Possession of Open Alcohol on Public Property in Specified Portions of Downtown Bloomington on September 27, 2019, During the Front Street Pre-Concert Party, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Liquor Commission met on September 10, 2019 to consider the Request from Tony's Tacos Downtown, located at 105 W Front Street, for a suspension of portions of Chapter 6 of the Bloomington City Code prohibiting possession of open alcohol in public for the Front Street Pre-Concert Party on Friday, September 27, 2019, from 4:00 p.m. until 9:00 p.m. The Request will close Front Street from Center Street to Main Street. Draft minutes before the Liquor Commission are attached.

The applicant submitted a Special Event Permit Application to the Economic Development Department on August 27, 2019, which was reviewed by all necessary departments within the City and was approved on September 3, 2019. Tony's Tacos Downtown has a valid Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license.

The event consists of a pre-concert party for the Luke Combs concert held at the Grossinger Motors Arena. Tony's Tacos Downtown will be selling food and alcoholic beverages, including margaritas, beer and wine, and with a live DJ and Radio Remote by B104. The event will be held from 4:00 p.m. until 9:00 p.m. No open alcohol shall be allowed to leave the event area and last call will be given at 8:45 p.m. Event staff shall ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band and that no alcohol leaves the designated event area.

The Liquor Commission unanimously positively recommended this item for approval by the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This item was on the Liquor Commission Agenda September 19, 2019, and was posted to the City Website on Friday, September 6, 2019.

The establishment previously contacted the Economic Development Department to apply for a Special Event Permit that has been issued. At least one week prior to the event, the event organizer is responsible for notifying all residents, property owners, and businesses within three blocks or 1,000 feet in every direction of the event site of the event.

FINANCIAL IMPACT: The event organizer, Tony's Tacos Downtown, will collect and pay all applicable taxes sold at the event including State Sales Tax, Home Rule Sales Tax and Food & Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Leslie Yocum, City Clerk

9/18/2019

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/18/2019

George Boyle

George Boyle, Assistant Corporation Counsel

9/19/2019



Tara Henry, Legislative Assistant

9/19/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 7B Special Event Permit Front Street Pre-Concert Party_Redacted
- CLK 7C Front Street Pre-Concert Party Street Map Provided by Applicant
- CLK 7D Front Street Pre-Concert Party Site Plan
- CLK 7E Tony's Tacos Class RAS License
- CLK 7F Liq Com Minutes 09-10-19_Draft-Tony's Tacos Pre-Concert Party 9.27.19

- CLK 7G Ordinance 2019-75 Tony's Tacos Pre-Concert Party 9-27-19

SPECIAL EVENT PERMIT

Tony's Tacos Downtown Luke Combs pre-party

DATE: Friday, September 27, 2019

TIME: 4-9 p.m.

Date Prepared: August 27, 2019; **Revised: August 30, 2019**

DISTRIBUTION LIST	
Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
City Clerk's Office Staff	Phil Allyn, Traffic Engineer, Public Works
Catherine Dunlap, Economic Development	Darwin Miles, Public Works
Melissa Hon, Economic Development	Bill Givens, Public Works
Bob Mahrt, Community Development	Jim Karch, Public Works
Martin Glaze, Connect Transit	Kevin Kothe, Public Works
Russ Waller, Facilities	George Kutz, Public Works
Deputy Chief Eric West, Fire Department	Troy Olson, Public Works
Linda Foutch, McLean County Health Dept.	Colleen Winterland, Public Works
Bob Moews, Parks & Recreation Department	Brett Lueschen, Water Department
Assistant Chief Greg Scott, Police Department	Joe DeGrave, Public Works

MEETING DATE: N/A

SPONSORING ORGANIZATION(S): Tony's Tacos - Downtown

CONTACT PERSON: Gerardo DePaz

PHONE NO.: [REDACTED]; cell – [REDACTED]

EMAIL: [REDACTED]

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: Pre-party for Luke Combs concert at the Grossinger Motors Arena. Tony's Tacos will be selling alcoholic beverages and food. Live DJ and Radio Remote by B104.

TRAFFIC CONTROL ARRANGEMENTS: Close Front St from Center St to Main St. No parking allowed on the west side of the 100 block of S Center St and the 200 block of W Washington St and the NW block of Front St. (200 Block) for Connect-Transit buses.

POLICE: All vehicles located in restricted areas will be towed, starting at 2 pm, at the owner's expense by Joe's Towing. Vehicles will be relocated to Joe's holding lot.

LIQUOR: Each business who intends to sell/serve liquor outside of their original approved premise must contact the City Clerk's Office at (309)434-2240 to obtain the correct application and information needed. Once the City Clerk's Office has received the correct documentation, the organizer will be scheduled to appear at a regular Liquor Commission Meeting to provide details to the Commissioners regarding the event. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer's item will then continue on to the appropriate City Council Meeting for approval. If approved, the organizer

SPECIAL EVENT PERMIT

must contact the City Clerk's Office to obtain any necessary information or certificates required before serving/selling liquor.

If the only required liquor aspect is Suspending the Ordinance to allow Possession of Open Alcohol on Public Property, the City Clerk's Office will place the event on the next applicable Liquor Commission Agenda to be considered. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer's item will then continue on to the appropriate City Council Meeting for approval. The organizer may call the City Clerk Office at (309)434-2240 on the day following the assigned City Council Meeting to make sure the item was approved. If so, the organizer does not need additional documentation to show the approval of the Ordinance Suspension.

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Crews will post "No Parking Friday, September 27, 3- 9p.m." signs no later than 4 am Thursday, September 26. Crews will close all streets beginning at 3 p.m. Starting at 9:30 p.m. and end by 10 p.m., crews will open the streets. Including the Connect-Transit bus parking.

ORGANIZER RESPONSIBILITIES:

1. Notify residents, property owners, and businesses about event at least one (1) week prior to event within a three block or 1,000 feet in every direction of the event site.
2. The organizer is in charge of all garbage and recycle collection and disposal. Ensure that the streets are returned to the same condition they were in prior to the event.
3. Provide security/volunteers so that adequate controls are in place for alcohol consumption in the event area.
4. No alcohol shall be allowed to leave the event area. Last call will be given at 8:45 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
5. Use rope to create a barrier across the entrance to the private parking lot on the 100 block of W Front St.
6. Communicate with all bars/restaurants in the area that if they wish to participate in selling beer and wine for consumption outside their establishment they must use the same wristbands and plastic cups as the lead bar/organizer.
7. Appoint a designated volunteer or staff person to be in charge of ensuring that barricades remain intact. It is the City's recommendation that barricades not be moved. Only the designated volunteer(s) can move the barricades, if necessary. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade set up. You can make this appointment by calling Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Police, non-emergency, 309-820-8888 prior to moving barricades and they will contact public works. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff, except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such. There is a fine ranging from \$250-\$500 for illegal moving the barricades or other traffic control devices.
8. Contacts for Friday, September 27: Police dispatch, 309-820-8888 and Public Works Colleen Winterland, 309-275-8492.

SPECIAL EVENT PERMIT

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

Illinois Vehicle Code:

5/11-311. Interference with official traffic-control devices or railroad signs or signals

§ 11-311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76-1586, § 11-311, eff. July 1, 1970. Amended by P.A. 80-911, § 1, eff. Oct. 1, 1977; P.A. 83-672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, ch. 95 1/2, 11-311.

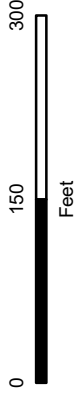
FOR OFFICE USE ONLY

Notes: _____

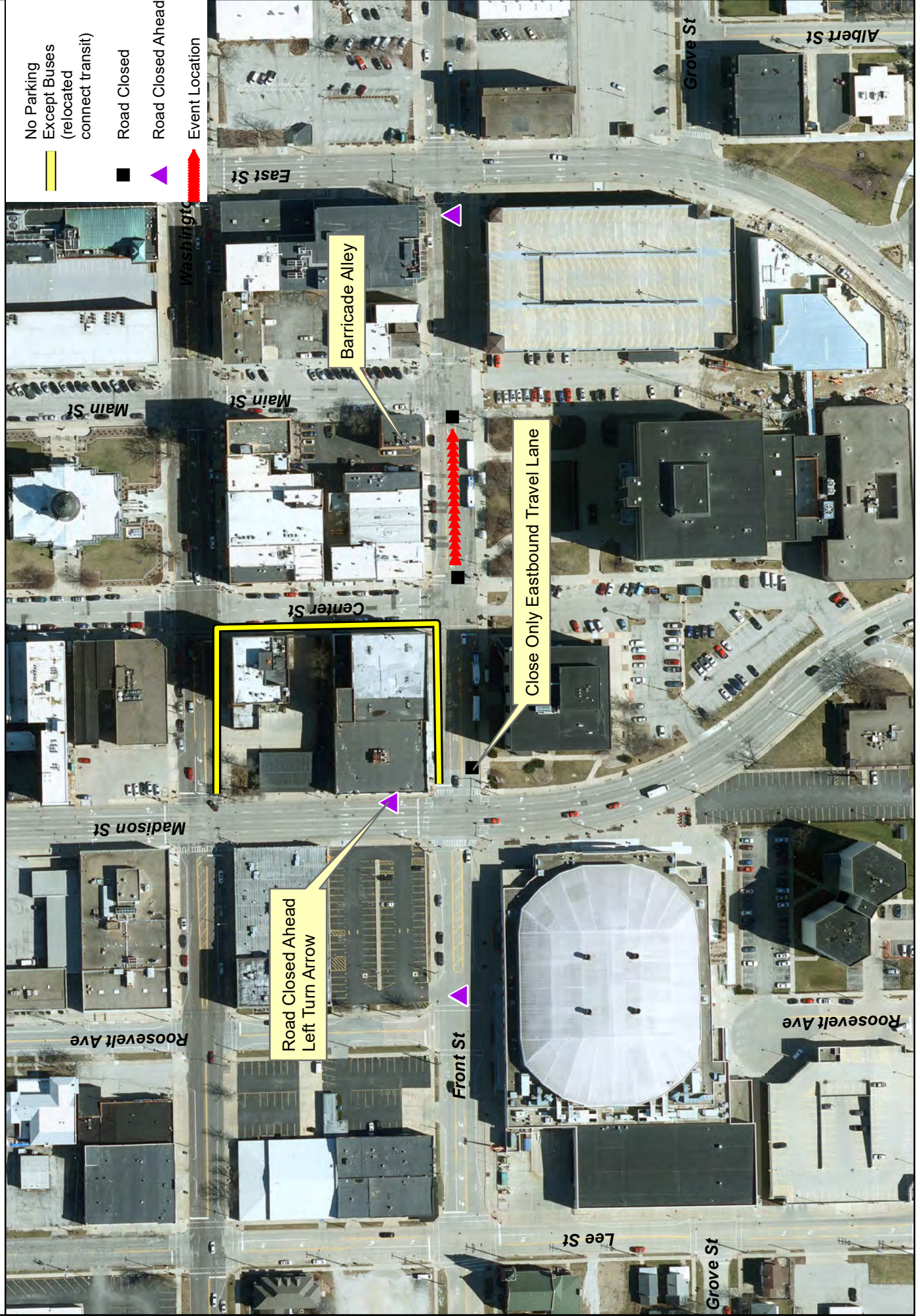
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Tony's Tacos' Downtown Concert Pre-Party

Date: 8/29/2019



- No Parking
Except Buses
(relocated
connect transit)
- Road Closed
- Road Closed Ahead
- Event Location



CITY OF BLOOMINGTON LIQUOR LICENSE

EXPIRES 12/31/2019

Number

10821

RAS LIQUOR LICENSE

RESTAURANT, ALL TYPES, SUNDAY SALES



TONY'S TACOS DOWNTOWN, INC
DBA TONY'S TACOS DOWNTOWN
105 W FRONT ST
BLOOMINGTON, IL 61701

ID: 9195

This license is issued subject to all requirements of the ordinances of the City of Bloomington.
Information may be obtained from the office of the Bloomington City Clerk.

PAID

12/28/2018

Tari Renner

Tari Renner, Mayor/Liquor Commissioner
Cherry L. Lawson

Attest Cherry L. Lawson, City Clerk

Total Received..... \$2,950.00

This License is NOT Transferable

NOTE: This is your receipt for payment of amount indicated. Original license has imprint.

12/28/2018	CITY OF BLOOMINGTON LIQUOR LICENSE	Number 10821
TONY'S TACOS DOWNTOWN, INC DBA TONY'S TACOS DOWNTOWN 105 W FRONT ST BLOOMINGTON, IL 61701		
ID: 9195		
RAS LIQUOR LICENSE RESTAURANT, ALL TYPES, SUNDAY SALES	 LIQUOR ALL TYPES, ANNUAL \$2,400.00 SUNDAY SALES, ANNUAL \$550.00 Total Received..... \$2,950.00	

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

Ayes: Commissioners Renner and Jordan.

Nays: None.

Recused: Commissioner Powell.

Motion carried.

Commissioner Powell returned to the meeting at 4:32 p.m.

The following was presented:

Item 9. Consideration of the Request from Norma Ortiz, owner of d/b/a Tony's Tacos Downtown, for Suspension of Portions of Chapter 6 of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for the Tony's Tacos Downtown Luke Combs Pre-Party on Friday, September 27, 2019, from 4:00 p.m. until 9:00 p.m. on Front Street from Center Street to Main Street, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:32 p.m.

Herald DePaz, Owner of Tony's Tacos Downtown, then addressed the Commission. He explained the event would have closed off street between Front & Center for party before the concert at the Coliseum. There will be food available inside the restaurant and outside. There will be alcohol available outside with either a local brewery or Lake Shore Beverage. Wristbands will be given for attendees over the age of 21.

Commissioner Jordan expressed concerns about the security of perimeter and age of persons allowed entry. Mr. DePaz responded stating there will be barricades at the perimeter with security at each side monitoring to ensure no alcohol leaves the event. Attendees of all ages are welcome but, will be allowed but any attendees over the age of 21 will have wristbands.

George Boyle, Asst. Corporation Counsel, stated this would not be an issue as there is typically a centralized location where BASSET trained persons would check IDs and give wristbands. This is not unusual for street festivals.

Mr. DePaz stated they will only be serving margaritas, beer and wine but that there will not be a full bar available.

Commissioner Powell asked for confirmed on the event hours. Mr. DePaz stated he asked for 4:00 p.m. to 9:00 p.m. however, he only expects to operate from 5:00 p.m. to 7:00 p.m. as the concert begins at 7:30 p.m. will pull most of the attendees.

Commissioner Jordan inquired about post-event clean up. Mr. DePaz stated he and his staff will be completing the cleanup.

Commissioner Renner asked if there were any citizens who would like to speak for or against this application. None came forward.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to positively recommend the approval of the application and suspension the ordinance.

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 10. Consideration and action on the continuation for a Complaint and Citation of Grand Café, LLC, d/b/a Grand Café - Oakland Avenue, located at 2205 E. Oakland, Suite A2, for violating Chapter 6, Section 37(e)(12) of the Bloomington City Code for failure to pay City of Bloomington Food and Beverage taxes for the months of April through June, 2019, as requested by the Legal Department.

Commissioner Renner asked if there was a representative present. None came forward. Commissioner Renner asked George Boyle, Assistant Corporation Counsel, for an update on the violation.

Mr. Boyle informed the Commission the corporation agreed to pay all owed taxes and a \$600.00 fine in installments but a signed agreement was not received by the date of the Liquor Commission. He believed it was a miscommunication and asked the Commission for a motion to continue the item to the next Liquor Commission.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to continue the item to the next regularly scheduled Liquor Commission.

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 11. Consideration and action on the notification of Change of Officers from BLM Columbian Home Association, d/b/a Bloomington Columbian Home Association, located 1706 R T Dunn Drive, as requested by the City Clerk Department.

Commissioner Renner explained that this is for notification purposes only.

Old Business

(a) Delivery of Alcohol and Curbside Pickup Ordinance

Discussion was had regarding an Ordinance for Delivery of Alcohol and Curbside Pickup. Mr. Boyle informed the Commission that the Legal Department is working on an Ordinance to mirror the Ordinance recently approved by the Town of Normal. The Town of Normal has given the City of Bloomington until October 1, 2019 to approve an Ordinance. The draft Ordinance will appear before the City Council on September 23, 2019.

Commissioner Renner asked if there are any significant differences between the Town of Normal and the City of Bloomington Ordinances. Mr. Boyle responded stating there were no significant differences.

Renner asked if Greg Scott, Asst. Police Chief, had any concerns. Asst. Chief Scott responded affirmatively but continued by stating all concerns should be addressed with the proposed Ordinance. He continued by stating the only other concern he had was with enforcement.

ORDINANCE NO. 2019 - 75

**AN ORDINANCE SUSPENDING SECTION 26(d) OF CHAPTER 6 OF
THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL
ON PUBLIC PROPERTY IN SPECIFIED PORTIONS OF DOWNTOWN BLOOMINGTON
ON SEPTEMBER 27, 2019, DURING THE FRONT STREET PRE-CONCERT PARTY**

WHEREAS, Tony's Tacos Downtown, Inc., d/b/a Tony's Tacos Downtown, will hold the Front Street Pre-Concert Party in the specified areas of Downtown Bloomington on September 27, 2019; and

WHEREAS, Tony's Tacos Downtown, Inc., d/b/a Tony's Tacos Downtown, requested permission to allow sales and consumption of all types of alcohol during the Front Street Pre-Concert Party in specified areas of Downtown Bloomington depicted in Exhibit A.; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on September 27, 2019, between 4:00 p.m. and 9:00 p.m. for the specified areas of Downtown Bloomington depicted in Exhibit A. This suspension shall only be effective as to persons inside the designated area, wearing event related wrist bands and possessing alcohol in paper or plastic cups.

Section 2: Except for the date, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d) of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 23rd day of September 2019.

APPROVED this ____ day of September 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

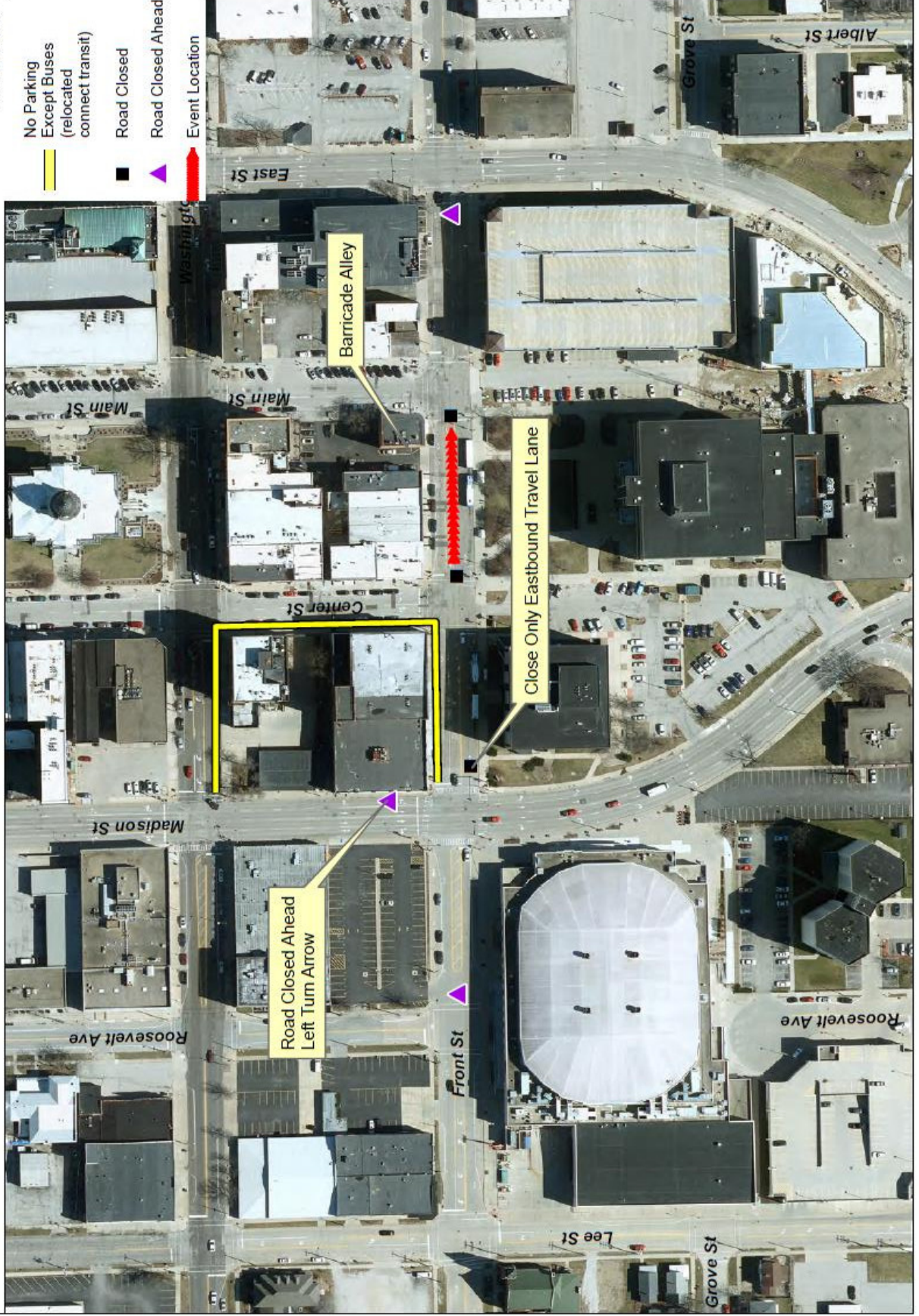
Leslie Yocum, City Clerk

Exhibit A Tony's Tacos' Downtown Concert Pre-Party

Date: 8/29/2019



- No Parking
Except Buses
(relocated
connect transit)
- Road Closed
- Road Closed Ahead
- Event Location





CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: Community Development

WARD IMPACTED: Ward 9

SUBJECT: Consideration and action on an Ordinance Approving the Zoning Map Amendment for 1815 Towanda Barnes Road Adjacent (PIN:15-29-356-009), Approximately 4.33 Acres, from B-1 General Commercial District to A-Agricultural District, 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 3a. Retention and growth of current local businesses

BACKGROUND: The subject property is located on the eastern edge of the City near the intersection of North Towanda Barnes Road and General Electric Road. The property is currently used for crops and is zoned B-1 General Commercial District. Zoning was changed from agricultural to B-1 when the property was annexed in 2008 (Ordinance #2008-23). The property is approximately 212,572.8 square feet, located at the intersection of two minor arterial roads. The traffic counts taken from the IDOT map shows 7,100 vehicles traveling daily along General Electric and 7,450 vehicles traveling daily on North Towanda Barnes Road at the intersection of the two corridors. The property is also accessible from the Constitution Trail. Aside from having streets and trail access, the subject property also has access to a 16-inch public water main and an 18-inch public storm sewer located on the west side of Towanda Barnes Road. Public sanitary sewer was extended to the subject property from the property north in 2017. The subject property has access to all utilities. The trend in development for the area is towards business, residential and office. The property is adjacent to a senior living facility, developed in 2018, and just south of the Eagle View subdivision. Other commercial property exists across Towanda Barnes Road including a hotel, day care center, small strip center, and a bank. Some adjacent property remains unincorporated and is used as farm land.

Rewerts, Zimmerman and Rewerts submitted an application to rezone the subject property from B-1, General Commercial District, to A-Agricultural District. The intent of this A-Agricultural District is to govern the use of land, buildings, and structures within areas of the City where soil, topographic, and other conditions are best suited for the pursuit of agriculture or where essential community facilities or utilities do not yet or are not reasonably expected to serve the property. These regulations are further intended to provide for the protection and conservation of natural resources, to prevent or minimize

conflicts between agriculture and non-agriculture land uses; act as a holding zone for annexed land prior to timely development; and to facilitate orderly and efficient urban development by preventing a scattered and indiscriminate pattern of urban growth. This district primarily contemplates agricultural uses and allows single family homes, commercial solar, and riding stables. Some uses like churches, veterinary clinics and commercial wind are allowed with a special use permit.

The Planning Commission held a public hearing on the application on August 28, 2019. The applicant testified that, although city services are nearby, they cannot develop their property due to limited access on Towanda Barnes Road. Access for this site would be provided by the property to the south, located at the corner of General Electric and Towanda Barnes Road. The applicant owns the adjacent property, but the property remains unincorporated. The applicant also testified that they would like to expand the existing agricultural use and possibly build additional grain silos or expand the silos on the southern property to the subject property. Staff recommended against the zoning amendment request. The Commission determined that the application complied with the guidelines for a zoning map amendment. The Commission found that the property has been vacant since 2008. The applicant would not like to change the use of the property, and the Commission felt that the existing zoning is not compatible with the adjacent agriculture zoning. The Commission unanimously recommended approval by the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on August 28, 2019. The City published notice of the hearing in the *Pantagraph* on August 12, 2019, and the City mailed notices to 18 property owners within 500 feet of the subject property. A large metal sign was placed on the property before the hearing. At the hearing, no one outside of the applicant, spoke in favor of the zoning map amendment. No one spoke against the amendment. The Planning Commission unanimously recommended in favor of the application. The Commission passed a motion to recommend Council approval of the zoning map amendment by a vote of 7-0.

FINANCIAL IMPACT: Although the property is used for agricultural purposes, the property is currently assessed by the Tax Assessor as Commercial property. Regardless of a zoning map amendment, the property could be farmed and reassessed as agricultural land changing the amount of property taxes paid.

COMMUNITY DEVELOPMENT IMPACT: Goal ED4.4 Evaluate commercial land use needs in the context of changing economic trends.

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

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Bob Mahrt

Bob Mahrt, Community Development Director

9/12/2019

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/13/2019

Jeff Jurgens

Jeff Jurgens, Corporation Counsel

9/18/2019

Lara Henry

Lara Henry, Legislative Assistant

9/19/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- CD 1B Ordinance 2019-74 1815 Towanda Barnes Rd. zoning map amendment
- CD 1C Petition_1815 Towanda Barnes Rd Zoning Map Amendment
- CD 1D B-1 Zoning Regulations_1815 Towanda Barnes Road Zoning Map Amendment
- CD 1E A-1 Zoning Regulations_1815 Towanda Barnes Road Zoning Map Amendment
- CD 1F Staff Report_1815 Towanda Barnes Rd Zoning Map Amendment
- CD 1G Aerial and Zoning Map_1815 Towanda Barnes Road Zoning Map Amendment
- CD 1H Towanda Barnes Road Zoning Map Amendment_Redacted

ORDINANCE NO. 2019 - 74

AN ORDINANCE APPROVING THE ZONING MAP AMENDMENT FOR 1815 TOWANDA BARNES ROAD ADJ (PIN: 15-29-356-009), APPROXIMATELY 4.33 ACRES, FROM B-1 GENERAL COMMERCIAL DISTRICT TO A-AGRICULTURAL DISTRICT

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition rezoning the property commonly described as 1815 Towanda Barnes Road, ADJ, legally described in Exhibit A and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from B-1 General Commercial District to A-Agricultural District and adopted findings of fact on same; and

WHEREAS, the Bloomington Planning Commission found the petition to comply with the standards for a map amendment identified in Chapter 44 Division 17-E2 of the City Code; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property to A-Agricultural District; and

WHEREAS, the City Council of said City is authorized to adopt this Ordinance and approve the petition to rezone said Property.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois that the petition to rezone the Property, commonly described as 1815 Towanda Barnes Road, ADJ, and hereinafter legally described in Exhibit A shall be re-zoned from B-1 General Commercial District to A-Agricultural District and said petition is hereby approved.

PASSED this 23rd day of September, 2019.

APPROVED this _____ day of September, 2019.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Leslie Yocum, City Clerk

Exhibit "A"

Legal Description for 1815 Towanda Barnes Rd, ADJ

Outlot B in the Resubdivision of Eagle View South Commercial Subdivision, being a subdivision of a part of Lot 4 in Barnes Subdivision of Section 29 and Part of the Original Town of Barnes, all being a part of the Southwest Quarter of Section 29, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, the Plat of which is recorded as Document Number 2018-00002317 in the McLean County Recorder's Office.

PIN: 15-29-356-009

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

NOW COMES Rewerts, Zimmerman & Rewerts, Inc., an Illinois corproation, 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 A, which is 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, 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 said premises legally described in Exhibit "A" presently has a zoning classification of B-1 (Highway Business District), under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the A (Agricultural) zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from B-1 (Highway Business District) to A (Agricultural).

Respectfully submitted,
Rewerts, Zimmerman & Rewerts, Inc., an
Illinois corporation

By: 
Robert Rewerts, Sr., Its President

Exhibit "A"

Outlot B in the Resubdivision of Eagle View South Commercial Subdivision, being a subdivision of a part of Lot 4 in Barnes Subdivision of Section 29 and Part of the Original Town of Barnes, all being a part of the Southwest Quarter of Section 29, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, the Plat of which is recorded as Document Number 2018-00002317 in the McLean County Recorder's Office.

PIN: Part of 15-29-356-005

Petition for Zoning Map Amendment: Further Information

- (a) The suitability of the subject property for uses authorized by the existing zoning;

Based upon the size and location of the parcel, it is unlikely to be utilized for B-1 purposes as constituted.

- (b) The length of time the property has remained vacant as zoned considered in the context of land development in the area;

The property has been zoned B-1 since 2005, which occurred during annexation of the property to the City of Bloomington. The property has never been developed for B-1 purposes, and has remained unimproved land utilized for agricultural purposes.

- (c) The suitability of the subject property for uses authorized by the proposed zoning;

This property has never been improved, and continues to be utilized for agricultural purposes, namely, planting crops.

- (d) The existing land uses and zoning of nearby property;

The property to the north is zoned B-1 (General Commercial District); the property to the west is zoned C (Commercial); the properties to the south and east are zoned A (Agriculture).

- (e) 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;

There is no hardship to the public in rezoning the property from B-1 (General Commercial District) to A (Agriculture). The property has never been used for commercial purposes and continues to be utilized for agricultural purposes. Allowable uses in an agricultural district are more restricted than those in the B-1 zoning classification, providing protection to the general public.

- (f) 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;

The current access is appropriate for the current use and the requested zoning classification.

- (g) 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;

The proposed amendment is not inconsistent with the need to minimize flood damage. In fact, maintaining the current property for agricultural purposes avoids erosion and promotes more efficient water drainage.

- (h) 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;

No services are required for the intended zoning classification, and present use. In fact, the permitted zoning classification requires additional services not currently supplied to the property.

- (i) 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 17-1 herein;

The proposed amendment is consistent with the public interest, and constitutes a more restrictive use of the property.

- (j) The extent to which property values are diminished by the particular zoning restriction;

This consideration is neutral as neither the current zoning restriction, nor the proposed zoning restriction, negatively impact property values. Though, as presently zoned, the value of this property is overstated and detrimental to the Petitioner.

- (k) The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public;

There is no anticipated destruction of property values.

- (l) Whether a comprehensive plan for land use and development exists, and whether the ordinance is in harmony with it;

A comprehensive plan for land use and development exists for the City of Bloomington. The proposed zoning map amendment is not inconsistent with that plan.

- (m) Whether the City needs the proposed use.

Agriculture benefits the community and provides a more conservative zoning classification.

*City of Bloomington, IL
Thursday, August 22, 2019*

Chapter 44. Zoning

Article V. Business District Regulations

§ 44-502. [Ch. 44, 5-2] Permitted uses.

Refer to Article **XVII**, Definitions, for clarity on the uses listed.

A. Land uses. Uses are allowed in the Business Districts in accordance with Table 502A. The following key is to be used in conjunction with the Use Table.

- (1) Permitted uses. A "P" indicates that a use is considered permitted within that district as of right subject to compliance with all other requirements of this Code.
- (2) Special uses. An "S" indicates that a use is permitted, though its approval requires review by the City Council as required in Article **XVII**, subject to compliance with all other requirements of this Code and contingent upon conditions of approval which may be imposed by the City.
- (3) Uses not permitted. A blank space or the absence of the use from the table indicates that the use is not permitted within that district.
- (4) Use regulations. Many allowed uses, whether permitted by right or as a Special Use, are subject to compliance with Article **XVII**.
- (5) Unlisted uses. If an application is submitted for a use not listed, the Zoning Enforcement Officer shall make a determination as to the proper zoning district and use classification for the new or unlisted use. If no permitted or special use is similar in character, intensity, and operations to that of the proposed use, a text amendment may be initiated pursuant to Article **XVII** to establish parameters for permitting such use within the City of Bloomington.

B. Allowed Uses Table.

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
Agricultural							
Forestry	P	P					
Horticultural Services	P	P					
Urban Agriculture						P	
Urban Garden					P	P	
RESIDENTIAL							
Household Living							

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
Dwelling Unit, Single-Family				P ²		P ¹	
Dwelling Unit, Single-Family Attached			S		P	P ¹	
Dwelling Unit, Two-Family		P ¹	S	P ²	P	P ¹	
Dwelling Unit, Multiple-Family		P ¹	S	P ²	P	P	
Live/Work Unit			S	P ²	P	P	
Group Living							
Agency Supervised Homes			S	P ²	P		§ 44-1019
Agency-Operated Family Homes			S	P ²	P		§ 44-1019
Agency-Operated Group Homes			S	P ²	P	P ¹	§ 44-1019
Convents, Monasteries			P				§ 44-1019
Dormitories			S		S		§ 44-1019
Group Homes for Parolees			S	S	S	S	§ 44-1019
INSTITUTIONAL							
Education							
Pre-schools	P	P	P		S		
Business and Trade Schools	P		P				
College and University Classrooms			P		S		
Government							
Courthouses				P			
Government Services and Facilities	P	P	P	P	P	P	
Police Stations, Fire Stations	P	P	P	P	P	P	
Religious							
Place of Worship	S ²		P ²	P ²	P ²		
Health							
Ambulatory Surgical Treatment Center	P	P	P	P			
Hospital or Medical Center	S		S				
Residential-Type							

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
Domestic Violence Shelter	P		P	P	P		
Home for the Aged			P		S		§ 44-1019
Other Institutional, Cultural							
Clubs and Lodges	P	P	P	S	P		§ 44-1012
Food Pantry	P	P	P		P		§ 44-1018
Libraries			P	P	P		
Museums and Cultural Institutions			P	P	P	P	
Zoos	S						
RECREATIONAL							
Country Clubs, Golf Clubs, Golf Courses			P				§ 44-1016
Community Center			P	P	P	S	§ 44-1013
Fairgrounds, Agricultural Exhibits	S						§ 44-1017
Parks and Recreation Facilities	P	P	P	P	P	P	
Riding Stables, Riding Schools	S						
Swimming Clubs	P	P					
Swimming Pools, Community	P	P	P				§ 44-1032
COMMERCIAL							
Aircraft and Automotive							
Car Wash	P ³	S					§ 44-1069
Farm Machinery Sales and Service	P ³						
Towing Services							
Truck Stops, Truck Plazas	S						
Truck Wash	S						
Vehicle Fueling Station	P	S					
Vehicle Repair and Service	S						§ 44-1034
Vehicle Rental Service	P ³						
Vehicle Sales and Service	S						
Entertainment and Hospitality							

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
Amusement Parks	S						
Commercial Recreation Facilities	P	P		S			§ 44-1015
Community Reception Establishments					S		§ 44-1014
Entertainment and Exhibition Venues	P ³				S		
Miniature Golf Courses	P						
Sexually Oriented Entertainment Businesses	P ⁵						
Sports and Fitness Establishments	P	P	P	P	S	S	§ 44-1013
Theaters and Auditoriums	P			P		S	
Lodging							
Bed-and-breakfast Establishments		P	P ⁶	P	P		§ 44-1007
Boarding and Rooming Houses		P		P	S		§ 44-1019
Camp and Camping Establishments	S						§ 44-1008
Hotel or Motel	P			P	S	S	§ 44-1021
Offices							
Financial Services	P	P	P	P	P		
General Offices, Business or Professional	P	P	P	P	P	P	
Medical or Dental Office or Clinic	P	P	P	P	P		§ 44-1024
Medical Laboratory	P	P	P				
Printing, Copying and Mailing Services	P	P	P	P	P	P	
Recording and Broadcast Studios	P		P ⁷	P		P	
Research Facility or Laboratory	S		S			P	
Personal Services							
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.	P	P	P ⁷	P	P	P	
Funeral Parlor, Mortuary	P	P	P		S		

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
Instructional Studios	P	P	P ⁷	P	P	P	
Kennels, with no outdoor exercise areas	P ³	P ³	P ³			P ³	
Kennels, with outdoor exercise areas	S						
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.	P	P	P ⁷	P	P	P	
Pet Care: Grooming, Day Care, Training	P	P	P	P	P	P	
Veterinary Office or Clinic	P	P	S		P		§ 44-1035
Day-care centers	P	P	P		S		
Retail and Service							
Artisanal/Craft Production and Retail	P	P		P	P	P	
Auction Houses	P					P	
Bars, Taverns, Nightclubs	P ³	S	P ⁷	P	S	P	
Building Materials and Supplies	P						
Catering Services	P	P				P	
Drive-Through, attached to a retail or service use	P ³	P ³	S			S	
Drug Stores and Pharmacies	P	P	S	P	P		
Farmers Market				P			
Grocery Stores, Supermarkets	P	P					
Gun Shops	P ³	P ³					
Liquor Stores	P	P	P ⁷				
Manufactured and Mobile Home Sales	S						§ 44-1023
Medical Marijuana Dispensing Organization	P	P	P	P	P	P	
Mobile Food and Beverage Vendor	P	P	P	P		P	§ 44-1027
Restaurants	P	P	P ⁷	P	P	P	
Retail Sales, General	P	P	P ⁷	P	P	P	
Retail sales, Outdoor	P	S		S		P	

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
Roadside Markets	P						
Sexually Oriented Business	P ⁵						
Specialty Food Shops	P	P	P ⁶	P	P	P	
INDUSTRIAL							
Manufacturing and Production, Light							
Apparel, Fabrics, Leather Industries						P	
Commercial Cleaning and Repair Services	P		P				
Commercial Community Kitchen			P	P	S	P	
Electronics Assembly Plants							
Fabricated Metal Industries						S	
Furniture and Fixtures Industries						S	
Trade and Construction Services	P	P				P	
Storage and Equipment Yards							
Mini Warehouses	S						§ 44-1026
Parking Lot, Commercial	S	S	S	S		S	
Transportation							
Bus and Taxi Passenger Terminals	S			S			
Heliports, Heliport Terminals	S		S				
Rail Passenger Terminals	P			P			
Utilities							
Commercial Solar Energy Conversion Facilities	P	P				P	§ 44-1031
Private Solar Energy Conversion Facilities	P	P	P	P	P	P	§ 44-1031
Private Wind Energy Conversion Facilities	P	P					§ 44-1036
Public or Private Utility Facility, Minor	P	P	P	P	P	P	

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
Radio, Television Stations-Towers	P			P		P	
Wireless Communication Facilities	P	P	P	P	P	P	§ 44-1037

Notes:

1. A Special Use is required when the use adjoins a Residential District boundary line.
2. The use is permitted only when located above the first story above grade
3. Maximum permitted height is 45 feet or three stories, whichever is lower.
4. A Special Use is required when the use adjoins a Residential District boundary line.
5. The use is allowed in the zoning district represented by that column provided that no lot line of the lot to be occupied by such use shall be located closer than 1,000 feet to the lot line of a lot occupied by a Sexually Oriented Entertainment Business, or other Sexually Oriented Business, and further provided that no lot line of the lot to be occupied by such use shall be located closer than 500 feet to the lot line of a lot used for a Commercial Recreation Facility, a Day-care center, children's museum, Agency-Operated Family Home, Agency-Operated Group Home, Agency-Supervised Home, hobby shop or toy store, Pre-school, Public or Private School, Boarding School, Park or Recreation Facility, Sports and Fitness Establishment, Community Center, Place of Worship, Residential Dwelling Unit, Hospital or Zoo.
6. The use is allowed in that zoning district only as an accessory use occupying not more than 40% of the floor area of any story within a Business, Office or Residential Building or combination thereof;
7. The use is allowed in that zoning district only as an accessory use occupying not more than 25% of the floor area of any story within an Office or Residential Building or combination thereof;

B. Allowed Uses Table.

TABLE 3-2(A): AGRICULTURAL DISTRICT – PERMITTED AND SPECIAL USES		
	A	Reference
Agricultural		
Agriculture	P	
Apiary, Beekeeping	P	10-5
Aquaculture, Aquaponics, Hydroponics	P	
Animal Breeding Services	S	
Fish Hatcheries, Poultry Hatcheries	P	
Forestry	P	
Horticultural Services	P	
Urban Agriculture	P	
Urban Garden	P	
RESIDENTIAL		
Household Living		
Dwelling Unit, Single-Family	P	
INSTITUTIONAL		
Government		
Government Services and Facilities	P	
Police Stations, Fire Stations	P	
Religious		
Place of Worship	S ¹	
Cemetery and Columbarium	S	10-10
RECREATIONAL		
Country Clubs, Golf Clubs, Golf Courses	S	10-16
Fairgrounds, Agricultural Exhibits	S	10-17
Parks and Recreation Facilities	P	
Riding Stables, Riding Schools	P	
Swimming Pools, Community	S	10-32
COMMERCIAL		
Personal Services		
Veterinary Office or Clinic	S	10-35
Retail and Service		
Roadside Markets	P	
INDUSTRIAL		
Transportation		
Airport and Landing Fields	S	10-3
Heliports, Heliport Terminals	S	
Utilities		
Commercial Solar Energy Conversion Facilities	P	10-31
Commercial Wind Energy Conversion Facilities	S	10-36
Private Solar Energy Conversion Facilities	P	10-31
Private Wind Energy Conversion Facilities	P	10-36
Wireless Communication Facilities	S	10-37

1. Maximum permitted height is forty-five (45) feet or three (3) stories, whichever is lower.

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING
COMMISSION AUGUST 28, 2019**

CASE NUMBER:	SUBJECT PROPERTY:	TYPE:	SUBMITTED BY:
Z-07-19	1815 N. Towanda Barnes Road Near the northeast Intersection of Towanda Barnes and General Electric Road	Rezone	Planning Staff
PETITIONER’S REQUEST:	Rezone the above referenced properties from B-1, General Commercial District to A, Agricultural.		
Staff finds that the petitions do not meet the Zoning Ordinance’s map amendment guidelines for the A Agricultural.			

STAFF RECOMMENDATION: Approval

Staff recommends the Planning Commission pass the following motions recommending:

- A. That Planning Commission **recommend denial** of the rezoning of 1815 N. Towanda Barnes Road from B-1 to A, case Z-07-19.



Figure 1 The property boundaries are marked with a blue line.

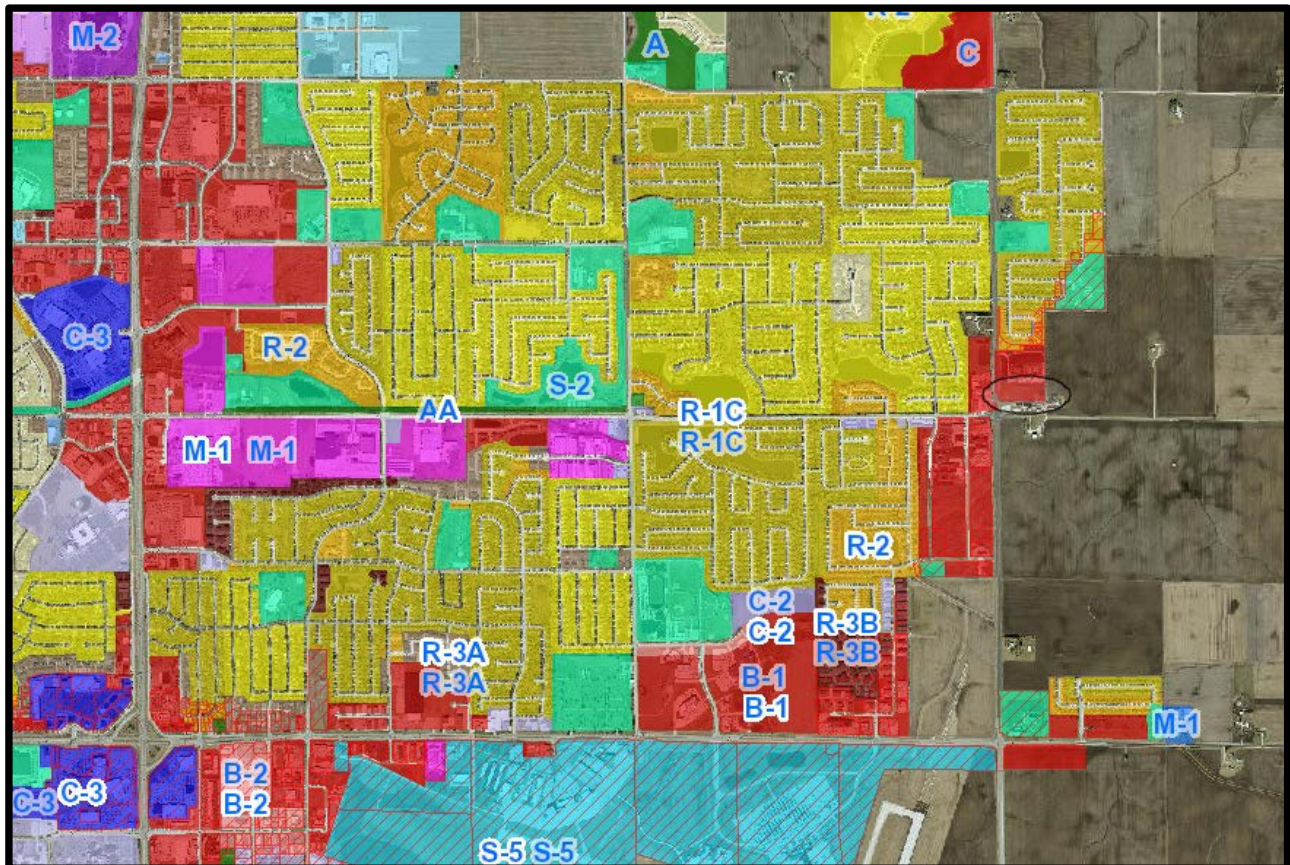


Figure 2 The location of the property is marked with an oval showing the existing zoning nearby.

NOTICE

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on August 12, 2019.

GENERAL INFORMATION

Owner and Applicant: Rewerts, Zimmerman & Rewerts, Inc.

PROPERTY INFORMATION

1815 N. Towanda Barnes Road

Outlot B in the Resubdivision of Eagle View South Commercial Subdivision, being a subdivision of a part of Lot 4 in Barnes Subdivision of Section 29 and Part of the Original Town of Barnes, al being a part of the Southwest Quarter of Section 29, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, the Plat of which is recorded as Document Number 2018-00002317 in the McLean County Recorder's Office.

PIN: 15-29-356-009

Existing Zoning: **B-1, General Commercial District**

Existing Land Use: **Agricultural/vacant**

Property size: **4.88 Acres**

Surrounding Zoning and Land Uses

Zoning

North: B-1 General Commercial District
North: R-2 Mixed Residence District
East: A Agriculture (Unincorporated)
South: A Agriculture (Unincorporated)
West: R-1B Single Family Residential
West: C Commercial (Unincorporated)

Land Uses

North: Assisted Living Facility
North: Single-Family and Two-family homes
East: Agriculture
South: Agriculture
West: Single family homes
West: Landscaping Business

Analysis

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

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Site visit

PROJECT DESCRIPTION

Background: The subject property is located on the eastern edge of the City near the intersection of N. Towanda Barnes Road and General Electric Road. The property is currently used for crops and is zoned B-1 General Commercial District. The previous zoning was agricultural, but for future use, it is appropriate for B-1 General Commercial District with its location on a major corridor and intersection. Zoning was changed from agricultural to B-1 when the property was annexed in 2008 (Ordinance #2008-23). The property is approximately 212,572.8 square feet located at the intersection of a two minor arterial roads. The traffic counts taken from the IDOT map shows 7,100 vehicles traveling daily along General Electric and 7,450 vehicles traveling daily on N. Towanda Barnes Road at the intersection of the two corridors. The property is also accessible from the Constitution Trail.

Aside from having streets and trail access, the subject property also has access to a 16-inch public water main and an 18-inch public storm sewer located on the west side of Towanda Barnes Road. Public sanitary sewer was extended to the subject property from the property north in 2017. The subject property has access to all utilities.

The property is adjacent to a senior living facility, developed in 2018, and just south of the Eagle View subdivision. Other commercial property exists across Towanda Barnes Road including a hotel, day care center, small strip center, and a bank. New townhomes are proposed on Woodbine Road and residential developments exist within a quarter mile of the subject property. The trend in development for the area is towards business, residential and office. Some adjacent property remains unincorporated and is used as farm land.

Purpose and Intent

B-1 General Commercial District

The intent of this B-1 Commercial District is to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified

Agenda Items: 5A. Z-07-19 Rezoning from B-1 to A
architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types.

This district contemplates uses ranging from offices, restaurants and retail to trade and construction services, personal and professional services, hotels, and other entertainment and hospitality uses, and utilities like commercial solar, and private solar and wind facilities. Uses like a truck stop, truck wash, vehicle services, and mini warehouse storage are only permitted with a special use permit.

New development in this district requires a legislative site plan review and approval by City Council. The purpose of the review is to ensure the new development is compatible in mass, scale, and use with surrounding development and will not negatively impact adjacent property owners.

A-Agricultural District.

The intent of this A-Agricultural District is to govern the use of land, buildings, and structures within areas of the City where soil, topographic, and other conditions are best suited for the pursuit of agriculture or where essential community facilities or utilities do not yet or are not reasonably expected to serve the property. These regulations are further intended to provide for the protection and conservation of natural resources, to prevent or minimize conflicts between agriculture and non-agriculture land uses; act as a holding zone for annexed land prior to timely development; and to facilitate orderly and efficient urban development by preventing a scattered and indiscriminate pattern of urban growth.

This district primarily contemplates agricultural uses and allows single family homes, commercial solar, and riding stables. Some uses like churches, veterinary clinics and commercial wind are allowed with a special use permit.

Development in the agriculture district does not require a legislative site plan review.

Project Description:

The intent of the current zoning district, B-1 General Commercial District, is to allow for the establishment of businesses to serve the residents on the eastern side of the city. The property is on the City's eastern edge near the northeast intersection of N. Towanda Barnes Road and General Electric Road each running north-south and east-west providing a node of development along the corridors. The B-1 designation will allow the property to be developed providing amenities to the residents nearby with easy access to the intersection. The land's current use as agricultural reflects the previous zoning, but for the future B-1 zoning is more appropriate to meet the needs of the residents. Additionally, it is typical to farm vacant land in the city without needing to change the property's zoning to the A-Agricultural District. Although the Permitted use table for B-1 was amended in March 2019, and no longer lists Agriculture as a principal use in the B-1 district, the property has been farmed, and can continue to be farmed until redeveloped. No zoning amendment is necessary as a nonconforming use may continue to exist. Furthermore, the business zoning encourages and facilitates the redevelopment of the land, whereas, amending the zoning to Agriculture creates an additional barrier for redevelopment.

Link to Comprehensive Plan:

The Comprehensive Plan's goals for economic development support mixed use developments and exploring land opportunities for other retail and commercial uses. Goal ED-4.2 proposed

Agenda Items: 5A. Z-07-19 Rezoning from B-1 to A finding retail locations within residential areas within appropriate densities. ED-4.3 proposes to find buffer areas between residential and industrial uses to continue to promote less intense businesses and opportunity for economic development. The Infill redevelopment map identifies this tract as a Tier 1 development priority since it is located adjacent to city utilities and already annexed into the corporate limits. The Future Land Use map shows the area as regional commercial.

FINDINGS OF FACT

The Zoning Ordinance has “*Zoning Map Amendment Guidelines*” and by states, “*In making its legislative determination to zone or rezone property to a A Agricultural zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The suitability of the subject property for uses authorized by the existing zoning;* The trend of development for the area is towards business. The subject property has access to utilities and is located at the intersection of two minor arterial roads. **The standard is met.**
2. *The length of time the property has remained vacant as zoned considered in the context of land development in the area;* The land was annexed and rezoned to B-1 in 2008. A development agreement between the property owner to the north, the City, and the subject property owner discussed extension of roads, sewer and water. That agreement was dissolved in 2017. **The standard is not met.**
3. *The suitability of the subject property for uses authorized by the proposed zoning;* The intention of the agricultural district is to promote a viable use of land that does not have access to public infrastructure. While the subject property could be used for agriculture, it has access to infrastructure and is capable of a higher and better use that will benefit the surrounding area. **The standard is not met.**
4. *The existing land uses and zoning of nearby property;* The existing zoning around the intersection is commercial. There is a landscaping business to the west across Towanda Barnes Road that that is zoned commercial and unincorporated. A bank and hotel are located on the southwest corner of the intersection. The trend in development for the intersection is towards commercial, the proposed zoning does not match that trend and could be incompatible with surrounding developments. **The standard is not met.**
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 existing zoning encourages redevelopment of vacant land, and redevelopment of a Tier 1 infill redevelopment priority. The intent is to provide commercial resources to residents on the eastern side of the City, so they do not have to drive very far for amenities. Amending the zoning to Agriculture could deprive residents and the City of a potential redevelopment opportunity, and would only benefit the property owner. **The standard is not met.**
6. *The extent to which adequate streets are connected to the arterial street system and are available or can be reasonable supplied to serve the uses permitted in the proposed zoning classification;* The subject property has road frontage on N. Towanda Barnes Road near the intersection of General Electric Road.. These roads are four lane corridors

Agenda Items: 5A. Z-07-19 Rezoning from B-1 to A heavily trafficked. The agricultural district is contemplated in areas that are less traveled and less commercial. **The standard is not met.**

7. *The extent to which the proposed amendment is consistent with the need to minimize flood damage and 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;* The Agricultural District contemplates uses that do not require impervious surfaces. The Business District requires new development to provide to comply with storm water management requirements. **The standard is met.**
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 reasonable supplied to serve the uses permitted in the proposed zoning classification;* Existing water mains and sanitary sewer are available for connection. Existing residential properties and the assisted living facility north of the lot already establish the need for police and fire protection. **The standard is not met.**
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 17-1 herein;* Existing zoning provides orderly planning centered around a transportation node allowing an accessible commercial site along a heavily trafficked intersection. Amending the zoning would be contrary to the public interest given the intention of the Code. **The standard is not met.**
10. *The extent to which property values are diminished by the particular zoning restriction;* Agricultural zoning designation would make this property less desirable and decrease its value. **The standard is not met.**
11. *The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public;* Amending the zoning can negatively impact the property values of nearby residents since surrounding compatible investment may not occur. **The standard is not met.**
12. *Whether a comprehensive plan for land use and development exists, and whether the ordinance is in harmony with it;* This lot lies in Tier 1 of development priorities on Land Use Priorities in the Comprehensive Plan. Tier 1 includes vacant and underutilized land for infill development or redevelopment with the City, unincorporated land surrounded by incorporated areas, and areas platted for future development of existing subdivisions but not yet built out to completion. **The standard is not met.**
13. *And whether the City needs the proposed use;* Commercial use, rather than agricultural uses, will generate additional tax revenue on the eastern edge of the City which consists of many single-family homes and requires additional resources such as road maintenance revenue, and educational services. **The standard is not met.**

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass the following motions recommending: That Planning Commission **recommend denial** the rezoning of **1815 N. Towanda Barnes Road** from B-1 to A, case Z-07-19.

Respectfully submitted,

Community Development Staff

Attachments:

- Draft Ordinance
- Petitions for Zoning Map Amendment
- List of Permitted Uses in the B-1 District
- List of Permitted Uses in Agricultural
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List



Figure 3 This photo was taken from the southern boundary of the property line looking west toward N. Towanda Barnes Road.



Figure 4 This view is facing northwest from the southern boundary line showing the assisted living facility located north of the property.



Figure 5 View to the north showing the assisted living facility.



Figure 7 View along south access road showing the silos to the south of the property.



Figure 6 Road frontage along N. Towanda Barnes Road on the west boundary of the property line.



Figure 8 Intersection of N. Towanda Barnes Road and General Electric Road/Route 9 looking southwest from the property.



Figure 9 View looking east along the access road on the south boundary of subject property.



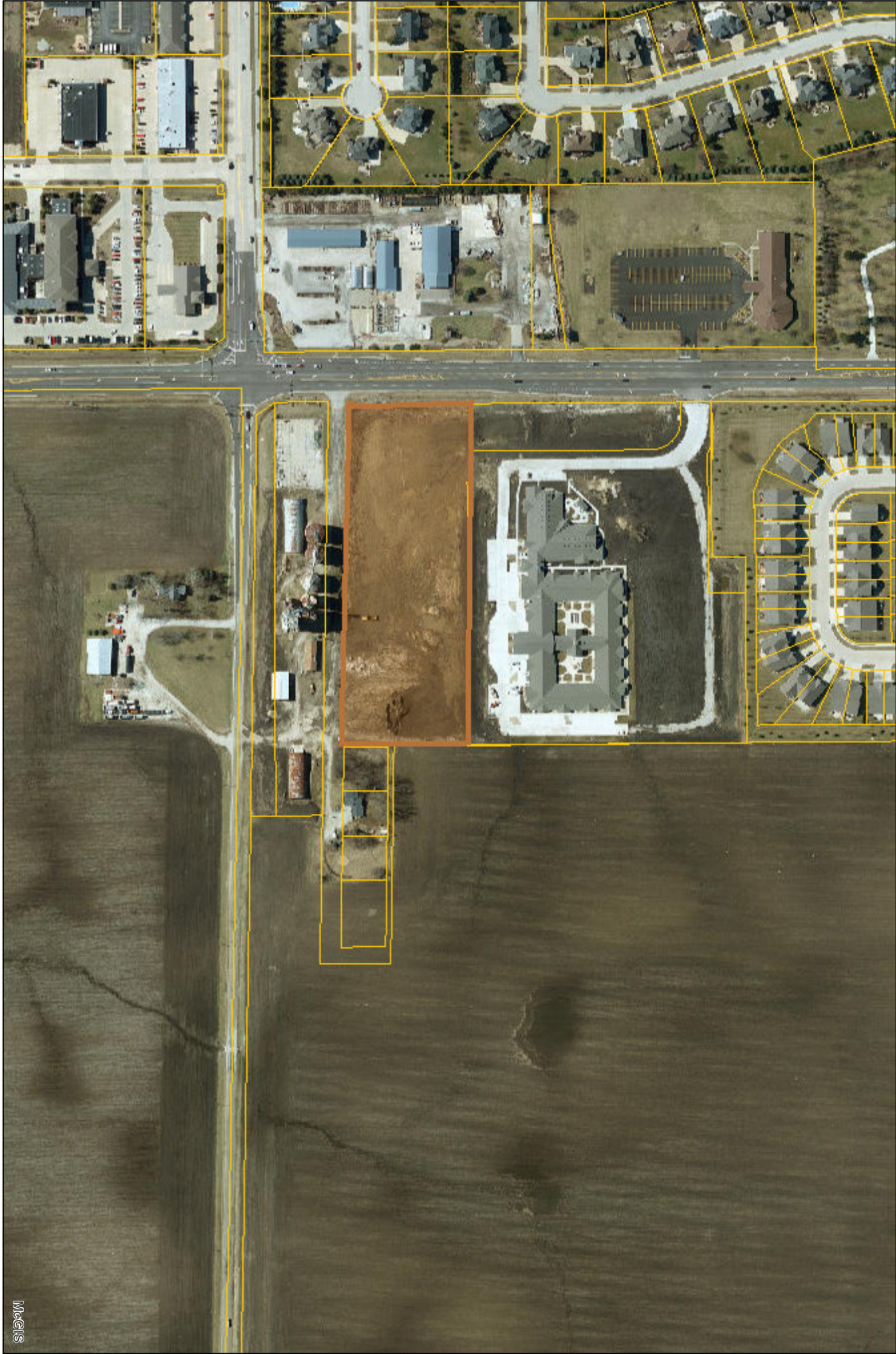
Figure 10 View of the silos from the subdivision north of the subject property.



Figure 12 View of the bank on the southwest corner of the intersection.



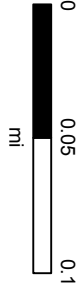
Figure 13 Hotel and restaurant to the south and west of the intersection.



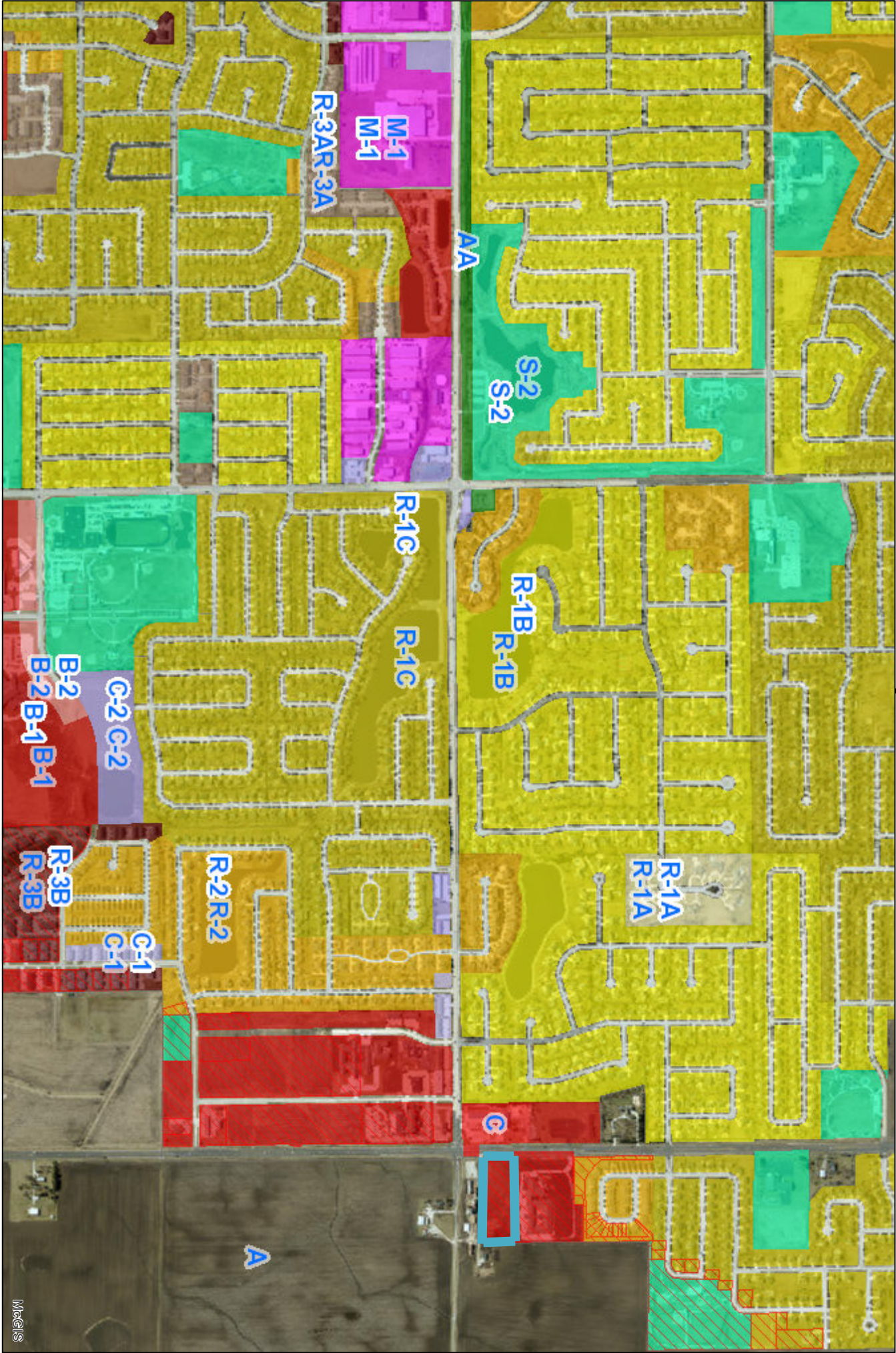
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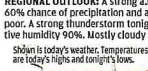
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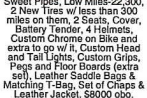


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Motorcycles-ATV-Golf Carts



2004 Heritage Soft Tail Classic
Conference, to be held on
Wednesday, August 14, 2019,
at 10:00 AM in the Public
Works Conference Room, lo-
cated on the 3rd Floor of the
Government Center, 115 East
Washington Street, Bloom-
ington, IL. Bid documents are
to be obtained from the City of
Bloomington, Procurement
Services by sending an email to
procurement@cityofblm.org
with the subject line of "8-
#2020-10 GE Road & Keaton
Place, Intersection Improvements". Respondents must pro-
vide their complete name,
company name, street address,
telephone number, fax number
and email address. Only con-
tractors recorded with the City,
as a bona fide plan holder, are
eligible for the contract award.
The City of Bloomington re-
serves the right to reject any
and all bids and to waive
technicalities. The City of Blo-
omington requires all contractors
doing business with the City
not to discriminate on the basis
of race, age, color, religion,
gender, ancestry, national ori-
gin, marital status, mental or
physical disability unrelated to
ability, familial status or sexual
orientation. Bids must be ac-
companied by a Bid guaranty
which shall not be less than
five percent (5%) of the amount
of the Bid. Bid guaranty may be
a cash, cashier's check, money or-
der, certified bank check, or a
surety bond. All guaranties
except surety bonds, will be
deposited and reimbursement
checks and surety bonds will
be issued to unsuccessful
bidders following the bid award.
The successful bidder will be
required to provide Perform-
ance and Payment Bonds in
the amount equal to 100% of
the contract price, within ten
(10) business days after the bid
award. Contractors shall not
pay less than the prevailing
rate of wages to all laborers,
workmen, and mechanics per-
forming work under this con-
tract, and shall comply with the
requirements of the Illinois
Prevailing Wage Act (820 ILCS
130-1/12) including Public Act
100-1177, effective June 1,
2018. Bids may not be with-
drawn for a period of 90 days
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Carla Murillo, Procurement
Manager, Public Works, August
5th and August 12, 2019,
Bloomington, Illinois



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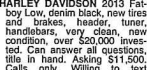
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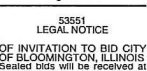
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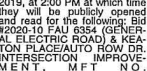
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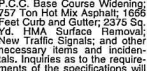
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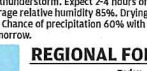
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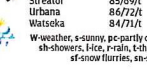
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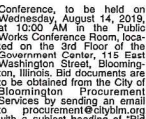


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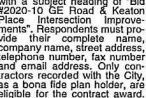


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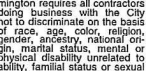
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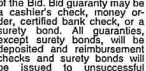
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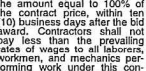
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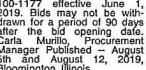
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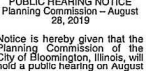
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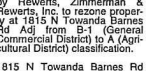
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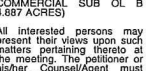
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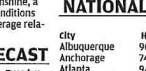
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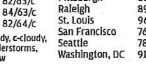
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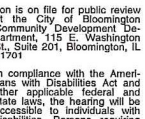


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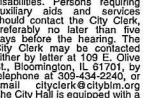


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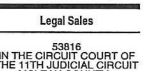
Legal Inside



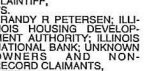
Public hearing notice for the City of Bloomington



Public hearing notice for the City of Bloomington



Public hearing notice for the City of Bloomington



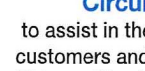
Public hearing notice for the City of Bloomington



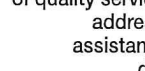
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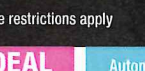
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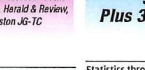
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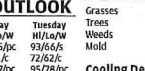
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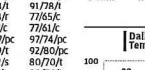
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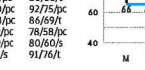
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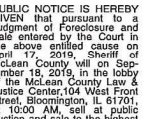


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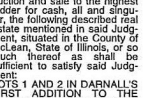


Public hearing notice for the City of Bloomington

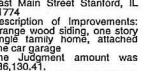
Legal Sales



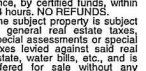
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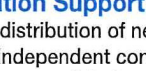
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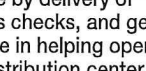
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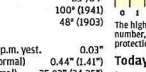
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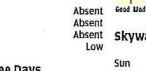
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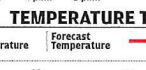
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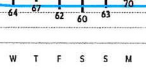
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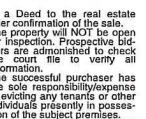


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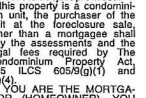


Public hearing notice for the City of Bloomington

Legal Sales



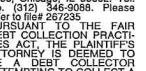
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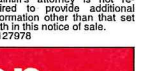
Public hearing notice for the City of Bloomington



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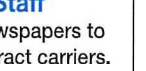
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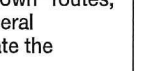
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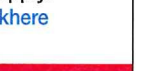
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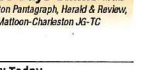
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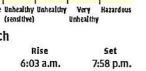
Public hearing notice for the City of Bloomington



Public hearing notice for the City of Bloomington



Public hearing notice for the City of Bloomington





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

August 12, 2019

Dear Property Owner or Resident:

The Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on August 28, 2019 at 4 pm in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois to hear testimony for a petition submitted by Rewerts, Zimmerman & Rewerts, Inc. to rezone property at 1815 N Towanda Barnes Rd ADJ to A Agricultural District.

REQUEST

The petitioner is requesting to rezone property at 1815 N Towanda Barnes Rd ADJ to A Agricultural District.

LEGAL DESCRIPTION: RESUB EAGLE VIEW SOUTH COMMERCIAL SUB OL B 4.887 ACRES

You are receiving this courtesy 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. Communications in writing in relation to the petition may be sent to the Department of Community Development prior to the hearing, or presented at such hearing.

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 me at ksimpson@cityblm.org or call me at (309) 434-2341.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Simpson", with a stylized flourish at the end.

Katie Simpson, City Planner

Attachments:

Map of notified properties within 500 ft of subject property.

[REDACTED]
17 Strawberry Rd
Bloomington, IL 617042833

BLOOMINGTON TOWANDA RD SERIES RHP INVESTMENTS LLC
[REDACTED] 402 S 18TH ST
CHARLESTON, IL 61902

[REDACTED]
18 STRAWBERRY RD
BLOOMINGTON, IL 617042833

[REDACTED]
1 LAVENDAR LANE
BLOOMINGTON, IL 61704

[REDACTED]
1804 N TOWANDA BARNES RD
BLOOMINGTON, IL 617042825

[REDACTED]
19 Strawberry Rd
Bloomington, IL 617042833

[REDACTED]
8811 DEVAULT PRICE CT
BLOOMINGTON, IL 617059013

[REDACTED]
13 RASPBERRY RD
BLOOMINGTON, IL 617042816

[REDACTED]
308 E JACKSON
TOWANDA, IL 61776

[REDACTED]
1413 LESLIE DR
BLOOMINGTON, IL 617045409

[REDACTED]
P O BOX 240935
DOUGLAS, AK 99824

[REDACTED]
4001 GE ROAD
BLOOMINGTON, IL 61704

[REDACTED]
1841 KY HIGHWAY 36 E
CARROLLTON, KY 410088734

[REDACTED]
1804 N TOWANDA BARNES RD
BLOOMINGTON, IL 617052825

[REDACTED]
2405 E EMPIRE ST
BLOOMINGTON, IL 61704

[REDACTED]
1908 N TOWANDA BARNES RD
BLOOMINGTON, IL 61704

[REDACTED]
2132 CHERRY RD
SPRINGFIELD, IL 627043213

[REDACTED]
BLOOMINGTON, IL 617048200



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on the Application of SmokQue Inc., d/b/a Brass Pig Smoke and Ale House, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, located at 602 N. Main Street, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

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

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Liquor Commission met on August 13, 2019 to consider the Application of SmokQue Inc., d/b/a Brass Pig Smoke and Ale House, to be located at 602 N. Main Street, for a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. The Liquor Commission voted unanimously in favor of the Application.

This location was previously occupied by 602604, LLC d/b/a Pub America which closed on January 1, 2019. A copy of the draft minutes of the public hearing before the Liquor Commission is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on August 2, 2019, a public notice was published in the Pantagraph. One Hundred and one (101) courtesy copies of the Public Notice were mailed to neighboring properties within 500-feet of SMOKQUE, INC. d/b/a Brass Pig Smoke and Ale House.

FINANCIAL IMPACT: The current annual license fee for a Class RAS 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.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Leslie Yocum, City Clerk

9/17/2019

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/13/2019

George Boyle

George Boyle, Assistant Corporation Counsel

9/17/2019

Lara Henry

Lara Henry, Legislative Assistant

9/18/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 6B Smokque INC_Brass Pig Liq. Lic App_7.17.19_Redacted
- CLK 6C Notice Brass Pig Creation (RAS)
- CLK 6D Liq Com Minutes 08-19-19_DRAFT-Brass Pig

OFFICE USE ONLY

Submittal Date: 1/24/19Renewal Type (A, SA): A, SAStaff Initials: Q

Business Contact Sheet

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

Legal Name (Individual, Partnership,
Corporation/LLC):

SMOKQUE INC.

Doing Business As (D/B/A):

BRASS PIG Smoke and Ale House

Business Address:

602 N. MAIN ST.

City/State:

BLOOMINGTON, IL.

Zip Code:

61701

Business Phone Number:

(309) 585-2978

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: TYLER Holloway Phone Number: [REDACTED]

Address: [REDACTED] City/State: BLOOMINGTON, IL. Zip Code: 61704

Alternate Contact:

Name: JOHN VAN BRAGT Phone Number: [REDACTED]

Address: [REDACTED] City/State: NORMAL, IL. Zip Code: 61761

Manager:

Name: JOHN SOLBERG Phone Number: [REDACTED]

Address: [REDACTED] City/State: NORMAL, IL. Zip Code: 61761



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? <i>(If applicant is a corporation)</i> | 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) 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) RESTAURANT
3. State the significance of a liquor license to your establishment, present or future:
BEER AND WHISKEY PAIR WELL WITH BBQ.
4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? WELL BE CHANGING A TAVERN INTO A RESTAURANT.
5. Upon what facts do you base your answers to the previous question? IT WAS A TAVERN AND WE WILL BUILD A KITCHEN TO SERVE FOOD.
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? FOOD, AMUSEMENTS AND GAMING

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: GAMING)
- 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: 602 N. MAIN ST. City/State: BLOOMINGTON, IL Zip: 61701

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	11 PM	Monday:	1 AM
Tuesday:	11 PM	Tuesday:	1 AM
Wednesday:	11 PM	Wednesday:	1 AM
Thursday:	11 PM	Thursday:	1 AM
Friday:	11 PM	Friday:	2 AM
Saturday:	11 PM	Saturday:	2 AM
Sunday:	11 PM	Sunday:	1 AM

3. What type or types of building(s) adjoin the establishment? A SMOKE SHOP, A BAR, A RESTAURANT - COMMERCIAL
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? SMOKE SHOP 8AM - 11PM MON - WED, 8AM - 1AM THURS, 8AM - 2AM FRI, 9AM - 2AM SAT, 10AM - 10PM SUN
- b. If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? _____
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): MAIN ST. (ONE WAY) - MULBERRY (TWO WAY) 90 MINUTE, PARKING ON STREET
5. How much additional traffic do you expect the establishment with a liquor license to generate? MOST TRAFFIC WILL PARK IN THE PARKING GARAGE ON MARKET AND CENTER STREET
6. Describe on and off street parking facilities to handle traffic anticipated: THERE IS PARKING ON ~~ONE~~ MAIN, CENTER, MULBERRY AND MARKET STREETS ALONG WITH THE MARKET STREET PARKING GARAGE.
7. How many establishments with liquor licenses are located within the immediate area of your establishment? 8
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? THE SMOKED MEATS AND VEGETABLES WILL BE IN DEMAND.
9. Upon what facts do you base your answer to the previous question? LACK OF TRUE SMOKE HOUSES IN THE AREA. ALL ARE CHAINS WITH THE EXCEPTION OF ONE.

RESPONSIBILITY:

- If establishment is **presently in operation**, attach a financial statement of the establishment's last fiscal year.
- 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).
- Do you now or have you ever had a Bloomington liquor license? Y ☒ N ☐
Fat Jack's in Bloomington and Maggie Miley's in Normal

- 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? 3 Times

DATED this 26th day of June, 20 19.

SIGNED:

TYLER Holloway

Printed Name

[Redacted Signature]

Signature

PRESIDENT

Title

[Redacted Address]

Address

BLOOMINGTON, IN.

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** RAS **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: 11/14/2018

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: TYLER HOLLAWAY Title: PRESIDENT
Address: [REDACTED] City/State/Zip: BLOOMINGTON, IL. 61704

Name: JOHN SOLBERG Title: VICE PRESIDENT
Address: [REDACTED] City/State/Zip: NORMAL, IL. 61761

JOHN VAN BRAGT

SECRETARY

NORMAL, IL. 61761 UPDATED 02/2019



3. Location and description of the premises or place of business to be operated under this license: 602 N. MAIN STREET, DOWNTOWN BLOOMINGTON

a. Legal Name: SMOKQUE INC.

b. D/B/A: ~~XXXX~~ BRASS PIG Smoke and Ale House

-- 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: MIKE MANNA Term of Lease: 1/1/19 to 12/31/2028

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 26th day of JUNE, 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

SMOKQUE INC.	
Corporate Name	
_____	_____
TYLER Holloway	[Redacted Signature]
Printed Name of President	Signature of President
ATTEST	
_____	_____
JOHN VAN BRAGT	[Redacted Signature]
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	

JOHN SOLBERG - VICE PRESIDENT	

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



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:

SMOKQUE INC. DBA / ~~XX~~ BRASS PIG Smoke and Ale House
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



Dated this 26th day of JUNE, 2019

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

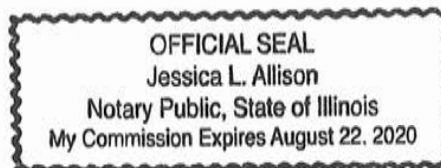
B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

SMOKQUE INC.	
Corporate Name	
_____	_____
TYLER Holloway	[REDACTED]
Printed Name of President	Signature of President
ATTEST	
_____	_____
JOHN VAN BRAGT	[REDACTED]
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
JOHN SOLBERG - VICE PRESIDENT	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT





PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

Section 1 - Individual Information *(Please type or print legibly)*

Name:	TYLER HOLLOWAY
Address:	[REDACTED]
City, State & Zip Code:	BLOOMINGTON, IL. 61704
Personal Phone Number:	[REDACTED]
Position or Occupation:	BUSINESS OWNER
Length of Employment:	21 YEARS
Business Name:	FAT JACKS
Business Address:	511 N. MAIN ST.
City, State & Zip Code:	BLOOMINGTON, IL. 61701
Business Phone Number:	(309) 821-9222

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:	



Section 3 - Statement of Financial Condition as of 06/26, 2019.
 (Please type or print legibly)
 If none, type N/A

ASSETS (Do not include assets of doubtful value)	IN DOLLARS (Omit Cents)	LIABILITIES	IN DOLLARS (Omit Cents)
Cash on hand	\$	Notes Payable to Banks (See Schedule E)	\$
Cash in banks	\$	Notes Payable to Other Institutions (See Schedule E)	\$
U.S. Government & Marketable Securities (See Schedule A)	\$	Due To Brokers	\$
Nonmarketable Securities (See Schedule B)	\$	Amounts Payable to Others - Secured	\$
Securities Held by Broker in Margin Accounts	\$	Amounts Payable to Others - Unsecured	\$
Restricted, Control, Or Margin Account Stocks	\$	Accounts and Bills Due	\$
Real Estate Owned (See Schedule C)	\$	Unpaid Income Tax	\$
Accounts, Loans, and Notes Receivable	\$	Other Unpaid Income Tax	\$
Automobiles	\$	Real Estate Mortgages Payable (See Schedules C & E)	\$
Other Personal Property	\$	Other Debts (Car Payments, Credit Cards, Etc.) - Itemize	\$
Cash Surrender Value - Life Insurance (See Schedule D) If Applicable	\$	BUSEY BANK CAPITAL ONE BARCLAYS CHASE	\$
Other Assets - Itemize (See Schedule F)	\$		\$
		Total Liabilities	\$
		Total Net Worth	\$
Total Assets:	\$	Total Liabilities & Net Worth	\$

Section 4

(Please type or print legibly)

If none, type N/A

Annual Income for Year Ended 20 <u>18</u>	\$\$\$	Annual Expenditures	\$\$\$	Contingent Liabilities	Y / N <i>(Circle)</i>	Estimated Amounts
Salary, Bonuses & Commissions		Mortgage/Rental Payments		Do you have any?		
Dividends & Interest		Real Estate Taxes & Assessments		Contingent Liabilities <i>(As endorser, co-maker or guarantor? on leases? on contracts?)</i>		
Real Estate Income		Taxes <i>(Federal, State, & Local)</i>		Involvement in pending legal actions?		
Other Income		Other Contract Payments <i>(Car Payments, Charge Cards, Etc.)</i>		Other special debt or circumstances?		
<i>(Alimony, Child Support or Separate Maintenance Income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)</i>		Alimony, Child Support, & Maintenance		Contested income tax liens?		
		Other Expenses		If "yes" to any questions please describe		
Total Income:		Total Expenditures		Total Contingent Liabilities		

(COMPLETE SCHEDULES AND SIGN)

--- Attach an additional page if more space is needed. ---

SCHEDULE A

U.S. Government & Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value



SCHEDULE B
Non-Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value

SCHEDULE C
Residences and Other Real Estate (Partially or Wholly Owned)

Address & Type of Property	Title in Name of	% of Ownership	Date Acquired	Cost	Market Value	Monthly Payment	Mortgage Amount	Mortgage Maturity
Residences	[REDACTED]							
Residences								
Other:								
Other:								

SCHEDULE D
Life Insurance Carried, Including Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary & Relationship	Face Amount	Policy Loans	Cash Surrender Value
AMERICAN FAMILY	[REDACTED]				
NY LIFE					

SCHEDULE E
Bank & Other Institutional Relationships

Name & Address of Creditor	Original Loan/Line Amount	Date of Loan	Maturity Date	Unsecured or Secured (List Collateral)	Amount Owed
Busby Bank	[REDACTED]				



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/ Title in the Business	Total Assets of Business	Line of Business	Years in Business
FAT JACKS [REDACTED] BLOOMINGTON	[REDACTED]					
MAGGIE MILEYS [REDACTED] NORTON, IL.						

DATED this _____ day of _____, 20 _____.

Individual

Other Party

[REDACTED]

Social Security Number

Social Security Number

[REDACTED]

Date of Birth

Date of Birth

TYLER HOLCOWAY

Printed Name

Printed Name

[REDACTED]

Signature

Signature



VAN GUNDY
INSURANCE

Insure with confidence.

May 22nd, 2019

City of Bloomington
109 E Olive St
Bloomington, IL 61701

Re: Smokque, Inc dba Brass Pig
Tyler Holloway
602-604 N Main St
Bloomington, IL 61701

Please be advised that the Van Gundy Agency, Inc. is prepared to provide a liquor bond and liquor liability insurance for Smokque Inc upon notification that the license has been approved.

If you have any questions, please contact Ryan, my account assistant, or me at your earliest convenience at 452-1156.

Sincerely,

Michael S. McNeely

RN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2019

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 The Van Gundy Agency Inc. 101 S Towanda Avenue	CONTACT NAME: Michael McNeely/MSM314 PHONE (A/C, No, Ext): (309) 452-1156 FAX (A/C, No): (309) 452-7500 E-MAIL ADDRESS:
Normal IL 61761	INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Casualty Company NAIC # 0046
INSURED Smokque, Inc dba Brass Pig, DBA: Brass Pig 602-604 N. Main St Bloomington IL 61701	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 19-20' Updated 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:				02/15/2019	02/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

City of Bloomington
109 E Olive St

Bloomington

IL 61701

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FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150
Franchise Tax: \$ 25
Total: \$175

File #: [REDACTED]

Approved By: ELA

FILED
NOV 13 2018

Jesse White
Secretary of State

1. Corporate Name: SMOKQUE, INC.

2. Initial Registered Agent: JERRY N RAYMER
First Name Middle Initial Last Name

Initial Registered Office: 306 E GROVE ST
Number Street Suite No.
BLOOMINGTON IL 61701-5298 McLEAN
City ZIP Code County

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	300	\$ 1000

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated NOVEMBER 13 2018 [REDACTED]
Month & Day Year Street
TYLER N HOLLOWAY BLOOMINGTON IL [REDACTED]
Name City/Town State ZIP Code

BYLAWS¹

OF

Smokque, Inc.

An Illinois Corporation.

This corporation is not a close corporation pursuant to the law of Illinois and the Articles of Incorporation. [Section 5/2A.05]

ARTICLE I. OFFICES AND AGENT

1. Principal Office.

The principal office of the corporation in the State of Illinois shall be located in the City of Bloomington, Illinois. The corporation may have such other offices, either within or without the State of Illinois as the Board of Directors may designate or as the business of the corporation may require from time to time.

2. Registered office. [Sections 5/5.05, 5.10]

The registered office of the corporation required to be maintained in the State of Illinois may be, but need not be identical with the principal office or place of business in the State of Illinois, and the address of the registered office may be changed from time to time by the Board of Directors in accord with the law of Illinois.

3. Registered Agent. [Sections 5/5.05, 5.10, 5.15, 5.20]

The Registered Agent of the corporation required by law shall be the Secretary of State and the post office address to which he shall send process shall be as initially designated in the articles of incorporation and may resign or change address or be changed by the Board of Directors from time to time in accord with the law of Illinois.

ARTICLE II. SHAREHOLDERS

Section 1. Annual Meeting. [Section 5/7.05]

The annual meeting of the Shareholders shall be held on the first Monday in the month of March in each year, beginning with the year after incorporation, at the hour of 11 o'clock A.M., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Illinois such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as conveniently may be. A Shareholder may demand a regular meeting be held pursuant to Illinois law.

¹* All references are to *Illinois Statutes Annotated, Chapter 805, Business Organizations, Corporations, Article 5 Business Corporation Act*, cited as *805 ILCS Section 5.1.01 et seq.* These bylaws have been prepared from standard compilations and due to statutory changes and special considerations, each user should confirm the statutory accuracy and client requirements before using these bylaws.

Section 2. Special Meetings. [Section 5/7.05]

Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman of the Board of Directors, of the President or by the Board of Directors, and shall be called by the President at the request of any person owning the number of outstanding shares of the corporation entitled to vote at the meeting as set forth in Illinois law.

Section 3. Place of Meeting. [Section 5/7.05]

The Board of Directors may designate any place, either within or without the State of Illinois, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all Shareholders entitled to vote at a meeting may designate any place, either within or without the State of Illinois, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Illinois.

Section 4. Notice of Meeting. [Section 5/7.05]

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, and other contents required by law, shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally or by mail, but or at the direction of the Chairman, President, or the Secretary, or the officer of persons called the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Shareholder at his address as it appears on the records of the corporation, with postage thereon prepaid. Written waiver of attendance at such meeting without protest by the Shareholder shall be equivalent to the giving of such notice and cure any deficiency therein.

Section 5. Fixing of Record Date. [Section 5/7.25]

Subject to applicable law, for the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any dividend, or in order to make a determination of Shareholders for any other proper purpose, the Board of Directors or an authorized officer may fix in advance a date as the record date for any such determination of Shareholders, such date in any case to be not more than 60 days and, in case of a meeting of Shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of Shareholders, is to be taken, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets, not less than 20 days or more than 60 days. If no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders, or Shareholders entitled to receive payment of a dividend, the date on which the resolution of the Board of Directors declaring such meeting or dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

Section 6. Electronic Communications.

A meeting of the Shareholders in the form of a conference among Shareholders may be held by electronic communication as permitted by Illinois law.

Section 7. Voting Lists. [Section 5/7.30]

The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete list of the Shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of share held by each, which list shall be kept on file at the registered office of the corporation and shall be subject to inspection by any Shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the Shareholders entitled to examine such list of transfer books or to vote at any meeting of Shareholders.

Section 8. Quorum. [Section 5/7.60]

A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum unless such presence was only for the sole purpose of objection to notice given.

Section 9. Proxy. [Section 5/7.50]

At all meetings of Shareholders, a Shareholder may vote by proxy executed in writing or by electronic transmission by the Shareholder or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 10. Voting of Shares.

10.1. Cumulative Voting. [Section 5/7.40]

Each Shareholder entitled to vote for directors has the right to cumulate votes in the election of directors according to Illinois law, unless the articles provide that there shall be no cumulative voting.

10.2. Vote. [Sections 5/7.45]

Subject to the provisions of Section 11 of this Article II and provision of the articles, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders. Corporate action, other than as set forth in Section 11, shall be authorized by a majority of qualified votes cast at a Shareholder's meeting. A Shareholder is deemed to have voted all of the shares in the same way, absent direction voting shares differently.

10.3. Voting by Beneficial Owners. [Section 5/7.40]

Upon compliance with Illinois law, beneficial owners, rather than the actual 10.4. Shareholder, may vote the shares.

10.4 Voting by Non-Shareholders. If the articles or law provide for voting by creditor, security holder, or other person, such person shall have such right to vote. Section 11. Informal Action by Shareholders. [Section 5/7.10]

Section 12. Informal Action by Shareholders [Section 5/7.10]

Any action required to be taken at any meeting of the Shareholders, or any other action which may be taken at a meeting of the Shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Shareholders entitled to vote with respect to the subject matter thereof. Such action is effective when signed by all the Shareholders, unless a different time is provided in such written action.

Section 13. Voting Inspectors. [Section 5/7.35]

At any Shareholder meeting, the chairman of the meeting may appoint one or more persons as inspectors for such meeting with duties pursuant to law.

ARTICLE III. BOARD OF DIRECTORS

Section 1. General Powers. [Section 5/8.05]

The business and affairs of the corporation shall be managed under the direction of its Board of Directors under the authority granted by the law of Illinois.

Section 2. Number, Tenure, Election, Removal, Resignation, Vacancies and Qualification.
[Section 5/8.10]

Directors shall be natural persons. The first Board of Directors may be named in the articles or elected by Incorporators or Shareholders. The number of directors of the corporation shall be determined by resolution of the Board of Directors or Shareholders or as set forth in the articles, but shall in the absence of such designation be the number of Shareholders of the corporation entitled to elect directors or three (3), whichever is less, and may be increased or decreased in accordance with Illinois law. Directors may be elected to fill vacancies and newly created directorships by the Board of Directors. Each director shall hold office until the next annual meeting of Shareholders and until his successor shall have been elected and qualified; or elected for a term not to exceed five (5) years. A Director may resign by filing his resignation with the Secretary, to take effect as set forth in such resignation, which shall have the effect of creating a vacancy. The articles or these bylaws shall determine Directors' qualifications, but a Director need not be a resident of the State of Illinois or Shareholder of the corporation.

Section 3. Regular Meetings. [Sections 5/8.20, 8.25]

A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after and at the same place as the annual meeting of Shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Illinois, for the holding of additional regular meetings without other notice than such resolution.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the Chairman, President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Illinois, as the place for holding any special meeting of the Board of Directors called by them.

Section 5. Notice [Section 5/8.25]

Notice of any special meeting of the Board of Directors shall be given at least three (3) days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting in a writing to be filed with the minutes of such meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum [Section 5/8.15]

A majority of the Directors currently holding office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than all Directors are present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. A Director may give advance written consent or opposition to a proposal to be acted on at a Board of Directors meeting in accordance with Illinois law.

Section 7. Majority of Acting [Section 5/8.4]

The act of a majority of the Directors present at a meeting shall be the act of the Board of Directors. All members may consent in writing to an action without a meeting.

Section 8. Electronic Meetings [Section 5/8.15]

Any one or more of the Directors may participate in a meeting of the Board of Directors or any Committee thereof by means of a conference telephone or similar communications equipment allowing all persons to hear each other at the same time. Such participation shall constitute presence in person at such meetings.

Section 9. Vacancies [Section 5/8.30]

Any vacancy occurring in the Board of Directors may be filled by the vote of the remaining Directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 10. Compensation [Section 5/8.05]

The Board of Directors may fix the compensation of directors serving in any capacity.

Section 11. Presumption of Assent

A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting within three (3) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 12. Removal [Section 5/8.35]

The Shareholders or Directors of the corporation may remove a Director pursuant to Illinois law.

Section 13. Board Committees. [Section 5/8.4]]

The Board of Directors may establish committees having the authority of the board pursuant to Illinois law.

Section 14. Shareholder Management. [Section 5/7.71]

The Shareholders may take any action that the Board of Directors has the power to make pursuant to Illinois law.

ARTICLE IV. OFFICERS [Section 5/8.50]

Section 1. Number.

The officers of the corporation may be a Chairman of the Board of Directors, President, Chief Executive Officer, one or more vice-president (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer or Chief Financial Officer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office; Resignation.

The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Shareholders, or as soon thereafter as is convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. In the absence of an election or appointment, the person exercising such powers are deemed to have been elected to such offices under Illinois law.

Section 3. Removal. [Section 5/8.55]

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term and until the successor shall have been chosen and qualified.

Section 5. Officers.

The Board of Directors may appoint the following officers:

5.1. Chairman of the Board of Directors. The Board of Directors shall elect the Chairman of the Board of Directors from its membership. He shall preside at the meetings of the Board and Shareholders and perform such other duties as may be assigned to him by the Board of Directors from time to time.

5.2. President/CEO. The President shall be the Chief Executive Officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the

business and affairs of the corporation. He shall, when the Chairman of the Board of Directors is absent, preside at all meetings of the Shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

5.3. The Vice-Presidents. In the absence of the President or in the event of his death, inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any vice-president may sign with the Secretary or an Assistant Secretary, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.4. The Secretary. The Secretary shall: (a) keep the minutes of the Shareholders' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each Shareholder which shall be furnished to the Secretary by such Shareholder; (e) sign with the President, or vice-president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.5. The Treasurer/CFO. The Treasurer shall be the Chief Financial Officer of the corporation and shall have charge and custody of and be responsible for all funds and securities of the corporation and shall keep regular books of all receipts and disbursements of the corporation, and in general shall perform such other duties as may be assigned to him by the Board of Directors or the President. The Treasurer shall disburse out of the funds of the corporation payment of such just demands against the corporation as may from time to time be authorized by the Board of Directors. The Treasurer shall sign or countersign all checks, notes and such other instruments or obligations as require his signature, and shall perform all duties incident to his office, or that are properly required of him by the Board of Directors, provided, however, that by resolution of the Board of Directors' authority and responsibility for the signing of checks, notes and other obligations may be assigned to either the President or Treasurer or such other officer or officers as the Board of Directors may designate from time to time.

Section 6. Transfer of Authority.

In case of the absence of any officer of the corporation or for any other reason the Board of Directors deems sufficient, the Board of Directors may transfer the powers or duties of that officer

to any other officer, Director or employee of the corporation and any officer may delegate their duties to persons functioning in subordinate offices.

Section 7. Compensation.

The salaries of the principal officers shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving his salary by reason of the fact that he is also a Director of the corporation.

ARTICLE V. CONTRACT

Section 1. Contracts.

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

ARTICLE VI. CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. Determination of Shares. [Section 5/6.35]

The Board of Directors shall determine if some or all of any or all classes and series of its shares shall be uncertificated or certificated shares.

Section 2. Certificates for Shares. [Section 5/2A.25]

If the Board of Directors determines to issue certificates representing fully paid and non-assessable shares of the common stock of the corporation, such certificates shall be in such form as shall be similar to that annexed to the minutes of the first meeting of the Board of Directors or otherwise as determined by the Board of Directors. Such certificates shall be signed by the President or a vice-president and by the Secretary or an Assistant Secretary and the Corporation Seal shall be affixed thereto. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefore upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 3. Transfer of Shares. [Section 5/2A.25, 5/6.55]

Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes. The Board of Directors or Shareholders may impose a restriction on the transfer of shares in accordance with Illinois law.

Section 4. Lost or Destroyed Certificates. [Uniform Commercial Code, Article 8]

The holder of any certificate representing shares of the corporation shall immediately notify the corporation of any loss or destruction of the certificate(s) representing same. The corporation may issue a new certificate in the place of any certificate theretofore issued by it alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such person's legal representatives, to give the corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board of Directors to indemnify the corporation against any claims, loss, liability, or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence, bond, or indemnity subject to the discretion of the Board of Directors.

ARTICLE VII FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January (and end on the thirty-first day of December) in each year. The Board of Directors shall have the power to change the fiscal year by resolution duly adopted.

ARTICLE VIII. NAME. [Section 5/4.05]

The exclusive name of this corporation that has been reserved as required by law shall be as above written.

ARTICLE IX. SEAL.

The Board of Directors shall provide a corporate seal which shall have inscribed thereon the (1) word "Seal" or "Corporate Seal", and may contain (2) the name of the corporation, (2) the state of incorporation, and may contain (3) abbreviations or combinations of such terms and be affixed, engraved, printed, placed, stamped or in any other manner be reproduced on any document.

ARTICLE X. WAIVER OF NOTICE

Whenever any notice is required to be given to any Shareholder or Director of the corporation under the provisions of these bylaws or under the provisions of the articles of incorporation or under the provisions of the Illinois law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI. AMENDMENTS. [Sections 5/2.25, 3.10(1)]

These bylaws may be altered, amended or repealed and new bylaws may be adopted by Shareholders or the Board of Directors at any regular or special meeting of the Board of Directors or Shareholders by a vote of such Shareholders or Directors entitled to vote in accordance with the laws of Illinois.

ARTICLE XII. FURTHER AUTHORITIES

The Board of Directors may grant, delegate or assign to any officer of the corporation any of the duties and authorities herein above designated to be performed by any officer or may enlarge or restrict the duty and authority of any officer, either temporarily or permanently, as long as such powers and authorities shall not be inconsistent with these bylaws.

ARTICLE XIII. SEVERABILITY

Any provision of these bylaws, or any amendment or alteration thereof, which has been constructed to be in violation of Illinois law, as amended, and any amendment or replacement thereto, shall not in any way render the remaining provisions invalid.

ARTICLE XIV. DIRECTOR AND OFFICER INDEMNIFICATION

[Section 5/8.75, 3.10(p)]

The corporation shall indemnify any person acting on its behalf in accord with the law of Illinois. The indemnification provided hereby shall not be deemed exclusive of any other right to which anyone seeking indemnification thereunder may be entitled under any bylaw, agreement, or otherwise both as to action in his official capacity and as to action in another capacity while holding such office. The corporation may purchase and maintain insurance on the behalf of any Director, officer, agent, employee or former Director or officer or other person, against any liability asserted against them and incurred by him.

Adopted this 01 day of JANUARY, 2019 by the Incorporators/Board of Directors.
[Section 4/3.10]

Secretary

[Seal]

Attest:

President/Incorporator

LEASE

I. PREMISES

Redbird Properties Management, Inc., Agent for Michael Manna (hereinafter called "Landlord") hereby LEASES TO: Smokque, Inc. DBA Smoke (hereinafter called "Tenant"), the following premises. The Premises is located at: 602-604 N. Main St. Bloomington IL 61701

II. USE OF THE PREMISES

Tenant shall use and occupy the Premises as a bar/restaurant. Tenant's use of the Premises shall not violate any ordinance, law or regulations of Landlord, governmental body or the reasonable rules and regulations of Landlord herein provided for. Tenant agrees to conduct his business in the manner and according to the generally accepted business principles of the business or profession in which Tenant is engaged. All signs and the location thereof shall be approved by Landlord. Tenant assumes all responsibility of insuring that the rental space meets with all governmental required codes and regulations of the proposed business type.

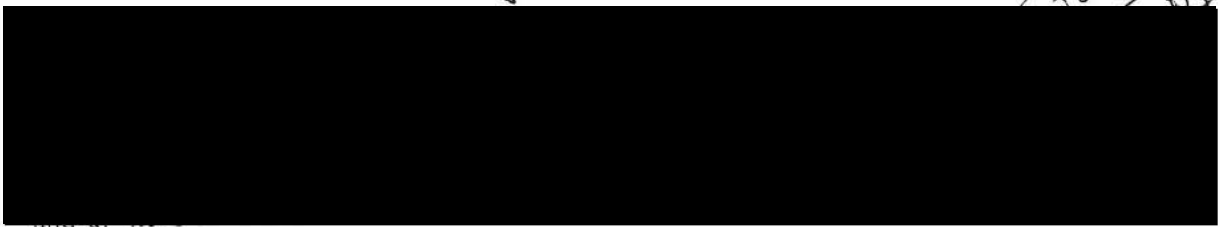
III. TERM

The initial term of the lease shall be for 10 years and shall commence on January 1, 2019 and end on December 31, 2028.

IV. RENT



V. SECURITY DEPOSIT



deductions from the security deposit return due to cleaning charges and damages beyond ordinary wear and tear. TENANT's liability is not limited to amount of security deposit. Security deposit shall not be deemed or constructed as advanced payment of rent for any month of lease term. The property performance bond shall be held in lessor's non-interest bearing business account. Lessee is waiving having money held in an escrow account as otherwise provided by law.

VI. RESPONSIBILITY FOR SERVICES

Tenant is responsible for all utilities including, but not limited to, electric, gas, water and garbage/waste removal. All utilities must be placed in Tenant's name by January 1st, 2019.

Landlord shall not be liable to anyone for interruption in or cessation of any service rendered to the premises or building or agreed to by the terms of this lease, due to any accident, making of repairs, alterations or improvements, labor difficulties, trouble in obtaining fuel, electricity service or supplies from the source from which by virtue of a general comprehensive Landlord's public liability insurance policy which the landlord agrees to maintain on the building. However, should any of the services as defined in any other Section of this lease be interrupted, or discontinued for more than thirty (30) consecutive days, Tenant may abate the rent under this Lease until such time as that services returns to normal. It is agreed that Landlord is not required to maintain business interruption insurance.

If the service remains interrupted or discontinued for more than forty-five (45) consecutive days for any reason whatsoever, Tenant may terminate this Lease without suffering any liability to Landlord and any rent that has been prepaid shall be returned to Tenant.

VII. TENANT'S CARE

1.) Tenant will take good care of the premises and the fixtures appurtenances therein, and will suffer no active or permissive waste or injury thereof. Tenant shall at tenant's expense but under the direction of the Landlord, promptly repair any injury or damage to the Premises of building caused by the negligence of tenant, or by persons permitted on the Premises by Tenant, or by the tenant moving in or out of the Premises. Tenant shall be allowed to remove trade fixtures and equipment, subject to the repair of any damage caused by such removal. Tenant will be expected to leave premises in condition suitable for the following tenant to move in.

2.) It is agreed that the Tenant shall replace plate glass which is broken or destroyed during the term of this lease. Tenant shall also be responsible for the replacement of any lights within office.

3.) Tenant will not without Landlord's prior written consent, which may not be unreasonably withheld, make substantial alterations, additions or improvements in or about the Premises which will increase the rate of fire insurance on the building. All alterations, additions, or improvements of a permanent nature made or installed by Tenant to the Premises shall become the property of Landlord at the expiration of the Lease.

4. No later than the last day of term, Tenant will remove all Tenant's personal property and repair all injury done and surrender the Premises (together with all keys to the Premises) in as good a condition as they were at the beginning of the term, reasonable wear and tear and damage by fire, theft elements or other casualty excepted.

5. In doing any work related to the installation of Tenant's furnishings, fixtures, or equipment in the Premises, Tenant will use only contractor or workmen approved by landlord, which approval may not be unreasonably withheld. Tenant shall promptly remove any lien for material or labor claimed against the Premises by such contractors or workmen if such claim should arise, and hereby indemnifies and holds landlord harmless from any and all cost, expense or liability incurred by Landlord as a result of such liens.

6. Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees, and invitees shall be at the sole risk of Tenant. The Landlord shall not be liable for theft or damage that is the sole responsibility of the Tenant unless caused by the negligence of Landlord, his agents, employees or assigns.

7. The Tenant shall comply with and shall cause its employees and agents to observe and comply with reasonable rules and regulations from time to time promulgated by Landlord.

VIII. INSPECT ON

Landlord may enter the Premises at reasonable hours upon reasonable notice during the last six (6) months of this Lease to exhibit the Premises. Landlord may enter the Premises at reasonable hours to inspect the Premises, and to make repairs required of Landlord under the terms of this Lease.

IX. INDEMNITY

Tenant shall indemnify, pay and save harmless Landlord from all liability, damage, reasonable expense, cost of actions, suits, reasonable legal fees, claims and/or judgments arising from injury to person or property upon the Premises as is within the exclusive control of the Tenant, unless caused by Landlord's negligence or the negligence of Landlord's agents, employees or assigns.

X. INSURANCE

Tenant shall provide Commercial General Liability insurance in the amount of **\$1,000.00** and list Redbird Properties Management, Inc. and **Michael Manna** as additional insured. Landlord is responsible for insuring structure of building and property. Landlord does not insure contents of building.

XI. WAIVER OF SUBROGATION

Provided the provisions of the paragraph do not result in the invalidation or cancellation of the fire and extended coverage or additional perils insurance policies on the Premises

constituting a part of the building or do not constitute a defense to any claim for loss under said policies; Landlord and Tenant agree to and do hereby waive all rights of recovery and causes of action against Tenant and Landlord respectively, and their officers, employees, servants, agents, and all parties claiming through or under the Lease for any damage to or destruction of the Premises caused by any of the perils embraced within fire and extended coverage and additional perils insurance policy of Landlord and/or Tenant respectively, notwithstanding the fact that said damage shall be due to the negligence of any or all of the parties in whose favor this agreement operates.

XII. DESTRUCTION

If the Premises is partially or totally damaged or destroyed by fire, other casualty or any other cause whatsoever, Tenant shall give immediate notice thereof to Landlord.

Within thirty (30) days of the date of such damage or destruction, Landlord shall advise Tenant whether or not he intends to rebuild and when such rebuilding or repairing shall be completed.

If the Premises or the building of which the Premises is a part is totally destroyed or so damaged by the fire, other casualty or any other cause whatsoever (except condemnation) that the Premises is substantially un-tenantable and that rebuilding or repair cannot be completed within sixty (60) days from the date of the occurrence of such damage or destruction, then Tenant may terminate this Lease and the rent and any portion of the Lease term, effective as of the date of the damage or destruction.

If the Premises or the building of which the Premises is a part is damaged by fire, other casualty, or any other cause whatsoever (except condemnation), but not to such an extent that rebuilding or repairs cannot be completed within (60) days from the date of the occurrence of such damage, then this Lease shall not terminate. Landlord shall, at Landlord's cost utilizing his best efforts and due speed and diligence, proceed to build, rebuild or repair the damage premises or building to substantially the same condition in which the Premises or building existed prior to such damage.

During the period the Premises or the building is un-tenantable due either to the damage or to repair or rebuilding, the rent and any other charges payable hereunder shall abate.

If part of the Premises is damaged or destroyed by fire, other casualty or any other cause whatsoever (except condemnation) and if the Tenant is reasonably able to use the remainder of the Premises for its intended function, then this Lease shall not terminate. Effective as of the date of the damage or destruction, the rent and other charges payable hereunder shall abate in an amount which is proportionate to the amount of non-usable space bears to the total amount of space leased.

XIII. EMINENT DOMAIN

If the entire Premises shall be taken, leased, or condemned (either temporarily or permanently) for public purposes, or in the event Landlord shall convey or lease the property to any public authority in settlement of a threat of condemnation or taking, the rent shall be adjusted to the date of such taking or leasing or conveyance, and this Lease shall thereupon terminate. If only a portion of the Premises shall be so taken, leased or condemned, and as a result of such partial taking, Tenant is reasonably able to use the remainder of the Premises for its intended purposes, then this Lease shall not terminate but, effective as of the date of such taking, leasing or condemnation, the rent and any other charges shall be abated in amount thereof proportionate to the area of the Premises so taken, leased or condemned. If, following such partial taking, Tenant shall not be reasonably able to use the remainder of the premises for its intended purposes, then this Lease shall terminate as if the entire Premises had been taken, leased or condemned.

XIV. DEFAULT BY TENANT

Each of the following shall be deemed a default by Tenant under this Lease and a breach thereof:

1. RENT: Failure of Tenant to make any rental payment within fifteen (15) days after receipt of written notice that same is due;
2. OTHER CONVEYANCE: Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than payment of rent or other charges) within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30 days period, this provision shall be complied with correction or cure of the default within the 30 days period and thereafter proceed with reasonable diligence and in good faith to effect the remedy as soon as practical;
3. BANKRUPTCY: The filing of a Petition by or against Tenant for adjudication under the Bankruptcy Act, as now or hereafter amended or supplemented, or for reorganization or for arrangement within the meaning of Chapter XI of the Bankruptcy Act, or the commencement of any action or proceeding for the dissolution or liquidation of Tenant whether instituted by or against Tenant, provided that not such filing or proceeding instituted by a third party shall be regarded as a default hereunder if Tenant shall cause the same to be dismissed within thirty (30) days after filing;
4. ASSIGNMENT FOR BENEFIT OF CREDITORS: The making of by Tenant of an assignment for the benefit of creditors;
5. TAKING ON EXECUTION: The taking of the leasehold created by this lease on execution or by other process of law

XV. REMEDIES OF LANDLORD UPON DEFAULT OF TENANT

In the event of a default by Tenant as specified in Paragraph XIV, Landlord may enter upon the Premises and again have, repossess and enjoy the Premises as if the Lease had never been executed. If Landlord so enters the Premises, the Lease and all covenants therein contained shall

cease, without prejudice to the right of the Landlord to recover from the Tenant for all damages the Landlord is entitled to receive for breach of this Lease.

XVI. DEFAULT BY LANDLORD

If Landlord defaults in the performance of an term, covenant or condition required to be performed by it under this Lease, Tenant, after not less than thirty (30) days written notice to Landlord, to remedy said default and Landlord has failed to do so, then and in that event, Tenant may terminate this lease or such remedy may pay expenses and employ counsel. All sums expended or obligation incurred by Tenant in connection with the remedy or such default of Landlord shall be paid by Landlord to Tenant on demand and on failure of such reimbursement, Tenant may, in addition to any right or remedy that Tenant may have deduct the cost and expenses from rents subsequently becoming due.

XVII. SUBORDINATION AND ATTORNMENT

Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage placed upon the Premises by Landlord provided that the holder of such mortgage enters into an agreement the Tenant in its possession of the Premises so long as Tenant continues to perform its obligations hereunder and in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as Tenant of the Premises under the terms and conditions of this Lease and to perform Landlord's obligations hereunder (but only while owner of the Premises). Tenant agrees to recognize such holder or any other person acquiring title to the premises as Landlord. Landlord and Tenant agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provision.

XVIII. ASSIGNMENTS AND SUBLETTING

Tenant may not assign this Lease or sublet the Premises or any part thereof without the written consent of Landlord, provided each sublease or assignment is expressly made subject to the provisions of this lease. Landlord shall not reasonably withhold written consent. However, notwithstanding any such subletting or assignment, Tenant shall remain primarily liable for the performance of all terms and conditions of this lease unless expressly released by Landlord in writing.

XIX. REMEDIES CUMULATIVE

The rights given to Landlord or Tenant herein are in addition to any rights that may be given to Landlord or Tenant by any statute under law.

XX. HOLDING OVER

If Tenant remains in possession after expiration of the term, with Landlord's acquiescence and without any written agreement between parties, Tenant shall be a tenant at will and such tenancy shall be subject to all provisions hereof, except that the monthly rental shall be negotiated for the entire holdover period and there shall be no renewal of the Lease by operation of law. Nothing

in this paragraph shall be construed as consent by Landlord to the possession of the Premises by tenant after the expiration of the term.

XXI. ENTIRE AGREEMENT - NO WAIVER

This lease and the exhibits attached to and made a part of this Lease contain the entire agreement of the party and not representations, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein, shall be of any force of effect. The failure of either party to insist in any instance on strict performance of any covenant or condition thereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.

XXII. HEADINGS

The heading in this Lease are included for convenience only and shall not be taken into consideration or interpretation of this Lease or any of its provisions.

XXIII. NOTICES

Any notice by either party to the other shall be valid only if in writing and shall be deemed to be duly given only if delivered personally or sent by registered or certified mail addressed to (1) Tenant, at 602 N. Main St. Bloomington, IL 61701 and (2) if to Landlord, at 200 N. Linden, Normal, Illinois 61761, or at such other address for either party may designate by notice to the other. Notice shall be deemed given if delivered personally, upon delivery; and if mailed, upon the mailing.

XXIV. HEIRS AND ASSIGNS - PARTIES

1.) The provisions of this lease shall bind and insure and insure to the benefit of the Landlord and Tenant, and their respective successors, heirs, legal representatives and assign.

2.) The parties "Landlord," "Tenant," and "Agent," and pronouns relating thereto, as used herein, shall include male, female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

XXV. TIME OF ESSENCE

Time is of the essence of this Agreement.

XXVI. SEVERABILITY

If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable,

shall not be affected thereby and each provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

XXVII. QUIET ENJOYMENT

Landlord covenants that, upon the payment of the rent herein provided and the performance by tenant of all covenants herein. Tenant shall have and hold the Premises, free from any interference from Landlord except as otherwise provided for Premises, free from any interference from Landlord except as otherwise provided for herein.

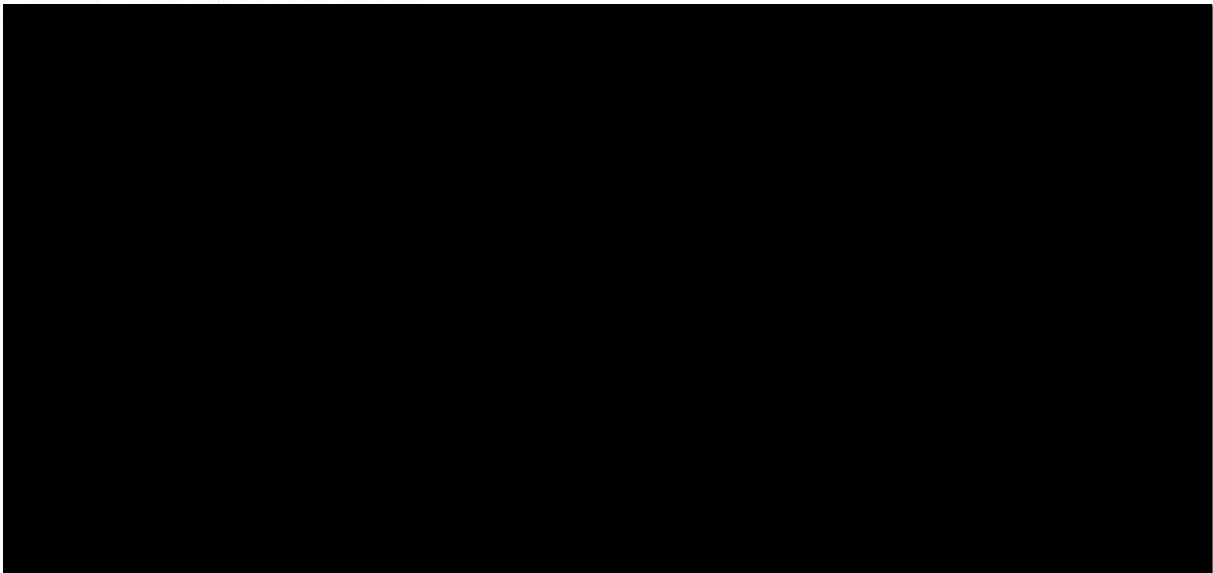
XXVIII. ATTORNEY'S FEES

In the event of employment by an attorney by either party because of the violation of any term or provision of the Lease by the other, the party determined to be in default hereunder shall pay the reasonable attorney's fees and costs of the other.

XXIX. TENANT'S EQUIPMENT FINANCING AND LEASEHOLD MORTGAGE

Lessor hereby grants Lessee the absolute right to make a collateral assignment of, or grant a security interest in some or all of Lessee's furniture, fixtures and equipment to be utilized in connection with his business. Lessor shall have no interest in or right to, as security or otherwise, all or any part of Lessee's inventory, facilities, or other personal property, and expressly waives any right to distraint or other lien thereon.

XXX. OPTION TO RENEW





IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as a sealed instrument as of the date set out below and represent that their respective signatory whose signature appears below was taken and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

DATE: 1/4/19

DATE: 01/01/19

LANDLORD

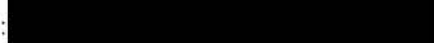
SMOKQUE, INC.

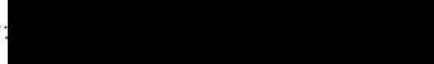
By: 

THOMAS J. O'ROURKE
AGENT FOR MICHAEL MANNA



By: 

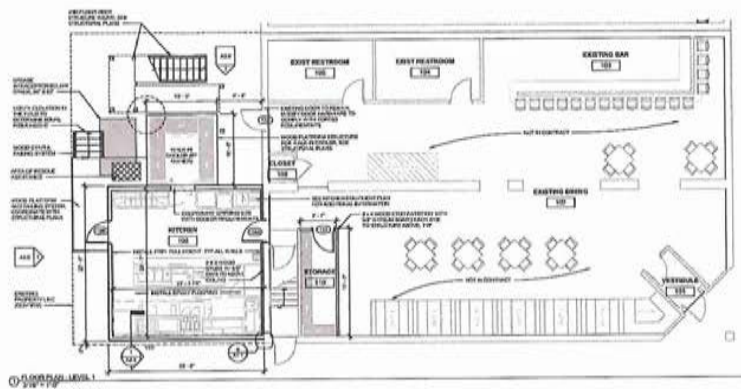
By: 

By: 

Address: _____

Phone: _____

Email: _____



FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. EXISTING CONDITIONS TO REMAIN ARE SHOWN WITH DASHED LINES.
3. ALL NEW CONSTRUCTION IS TO BE SHOWN WITH SOLID LINES.
4. ALL NEW CONSTRUCTION IS TO BE SHOWN WITH A THICK LINE.
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REFLECTED CEILING PLAN NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. EXISTING CONDITIONS TO REMAIN ARE SHOWN WITH DASHED LINES.
3. ALL NEW CONSTRUCTION IS TO BE SHOWN WITH SOLID LINES.
4. ALL NEW CONSTRUCTION IS TO BE SHOWN WITH A THICK LINE.
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WORKBENCH
2441 BROAD ST.
BIRMINGHAM, AL 35203
205.933.8700
info@workbench.com

PROJECT
KITCHEN ADDITION
2441 BROAD ST.,
BIRMINGHAM, AL

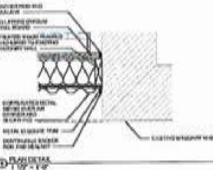
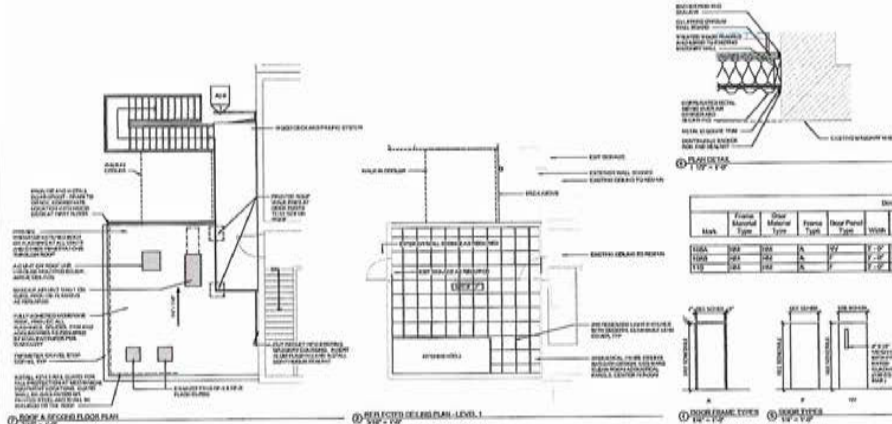
CLIENT
TYLER HOLLOMAN

04.16.2019

A1.1

ISSUED FOR PERMIT

FLOOR PLANS & DETAILS



DOOR SCHEDULE NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. EXISTING CONDITIONS TO REMAIN ARE SHOWN WITH DASHED LINES.
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BASSET Card



April 26, 2017



Letter ID: L0756889296

License No.:

Expiration Date:

License Type:

4/24/2020

Basset Card

TYLER HOLLOWAY

Your "Student ID number" is: 04241730

Your "Trainer's ID number" is: 5A-0063825

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 LCC.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: 4/24/2017 Expires: 4/24/2020 Trainer's IL Liquor License Number: [REDACTED] TYLER HOLLOWAY [REDACTED] **Card is not transferrable**
--



Illinois Casualty Company
Server Training

John Van Bragt
Name

Has successfully completed
On TAP server training program

[Signature]
Instructor Signature

8/17/2018
Date

Selling Responsibly, Serving Responsibly

File Number

7209-777-7

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

SMOKQUE, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 13, 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 23RD
day of APRIL A.D. 2019 .***

Jesse White

SECRETARY OF STATE



**Bloomington / Normal
Food & Beverage Tax
Registration Form**

Illinois Business Tax (IBT) #:	4321-2751
Date Business started at this location (Month\Day\Year):	1/1/2019
Describe your type of Business:	RESTAURANT

DBA Business Name:	BRASS PIG		
Address:	602 N. MAIN ST. BLOOMINGTON, IL. 61701		
Contact:	TYLER Holloway		
Phone:	[REDACTED]	Fax:	
Email:	[REDACTED]		

Owner/Corporate Name:	(If different from above)		
Address:			
Contact:			
Phone:		Fax:	
Email:			

Please check here to have all correspondence mailed to corporate address instead of the physical address. ☐

Type of Organization:	☐ Sole Proprietorship	☐ Partnership
	☒ Corporation	☐ LLC
	☐ Other _____	



**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.

Signature of Officer Empowered to Sign

Date

TYLER Holloway, PRESIDENT
Print Name and Title

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, August 13, 2019 at 4:00 p.m., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of SMOKQUE, INC. d/b/a Brass Pig Smoke and Ale House, located at 602 N. Main St., for a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol 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: August 2, 2019, Pantagraph Newspaper

Nays: None.

Motion carried.

The following was presented:

Item 9. Continuation on the Public Hearing on an application for T-V-E-O Corporation, d/b/a Eric's Too, located at 921 Maple Hill Road, requesting a permanent extension of premise allowing for an Outdoor Service or Consumption Area, as requested by the Liquor Commission.

Commissioner Renner informed the Commission that this item would be continued until the next Liquor Commission meeting in order to have both the usual City's Assistant Corporation Counsel and himself present to discuss this item.

The following was presented:

Item 10. Public Hearing on the Application of SmokQue Inc., d/b/a Brass Pig Smoke and Ale House, requesting an RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, located at 602 N. Main Street, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:11 p.m.

Tyler Holloway, Owner of Brass Pig Smoke and Ale House, was sworn in and then addressed the Commission. He gave the Commission a brief overview of the business model and the plans for the business. The restaurant will be a smokehouse with smoked meats and vegetables and they plan to have a catering menu. The hours of operation will be 11:00 a.m. to 1:00 a.m. during the week and open until 2:00 a.m. on weekends with most receipts to come from food.

Commissioner Renner stated Mr. Holloway is the owner of Fat Jack's in Downtown Bloomington and a restaurant in Uptown Normal.

Commissioner Jordan expressed concerns about the seating capacity and how the business will card individuals. Mr. Holloway responded stating there will be a capacity for 100 patrons with 40 in bar and 60 in dining area. The BASSET trained staff will card patrons, there will be a host for dinner, and security for late night.

Commissioner Renner asked if there were any citizens who would like to speak in favor of this business.

Jan Lancaster, President of the Downtown Business Association, stated the Association discussed this business at their last meeting and everyone is thrilled and excited for it. She believes it will be a great addition to the Downtown area.

Commissioner Jordan expressed concerns about video gaming in the establishment. Mr. Holloway responded stating they do intend to apply for video gaming but for the mean time, they are using the area for bar seating.

Commissioner Renner asked if there were any citizens who would like to speak against this application. None came forward.

Commissioner Renner closed the Public Hearing at 4:17 p.m.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to approve.

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 11. Public Hearing on the Application of Breatheblm, LLC, d/b/a Breathe, located at 1804 S. Hershey Rd., Unit 10, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:18 p.m.

Kelly Thoennes, Owner of Breathe, was sworn in and then addressed the Commission. She gave the Commission a brief overview of the business model and the plans for the business. She would like to bring a fine dining restaurant to the southeast side of Bloomington. There will be a seating capacity of 45 to 60 seats with 8 seats around bar. Tuesdays through Saturday from 4:00 p.m. to 9:00 p.m. and Fridays through Saturdays from 4:00 p.m. to 10:00 p.m.

Commissioner Jordan confirmed that the location was next to Lucky Sevens and expressed concerns about obtaining a video gaming license. Ms. Thoennes confirmed the location and stated she had no interest in video gaming.

Commissioner Renner asked if there were any citizens who would like to speak for or against this application. None came forward.

Commissioner Renner opened the Public Hearing at 4:20 p.m.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to approve.

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 12. Public Hearing on the Application of Around the Corner II, Inc., d/b/a JP's Wheel & Ale House, located at 409 Hershey Rd., requesting a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:20 p.m.

Gary Biddle, owner of JP's Wheel & Ale House, was sworn in and then addressed the Commission. He gave the Commission a brief overview of the business model and the plans for the business. He stated he owns DR McKay's and mentioned it as a reference point. They are planning to do a more upscale version of DR McKay's food with a focus on pizza and chicken



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on the Application of Breatheblm, LLC, d/b/a Breathe, located at 1804 S. Hershey Rd., Unit 10, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

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

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Liquor Commission met on August 13, 2019 to consider the Application of Breatheblm, LLC, d/b/a Breathe, for a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. The Liquor Commission voted unanimously in favor of the Application. A copy of the draft minutes of the public hearing before the Liquor Commission is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on August 2, 2019, a public notice was published in the Pantagraph. Sixteen (16) courtesy copies of the Public Notice were mailed to neighboring properties within 500-feet of Breatheblm, LLC d/b/a Breathe.

FINANCIAL IMPACT: The current annual license fee for a Class RAS 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.

COMMUNITY DEVELOPMENT IMPACT: N/A

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:

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/13/2019

George Boyle

George Boyle, Assistant Corporation Counsel

9/17/2019

Leslie Yocum

Leslie Yocum, City Clerk

9/18/2019

Jara Henry

Jara Henry, Legislative Assistant

9/18/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 5B Breathe Application Creation RAS_Redacted
- CLK 5C Public Notice Breathe - Creation of RAS
- CLK 5D Liq Com Minutes 08-19-19_DRAFT-Breathe

Breathe

Kelly Thoennes [REDACTED]

Fri 7/12/2019 4:15 PM

To: Amanda Mohan <amohan@cityblm.org>

 2 attachment (1 MB)

BREATHE 2019-2022 LEASE[32616].pdf; ILStatus.do;

Hi Amanda! I ran into an issue with Breathe LLC so had to change it to Breatheblm LLC. Please let me know how you want to handle the changes in the application

I have attached the article of corporation and lease The rest will come shortly next week! Have a great weekend!!

Kelly Thoennes
Breatheblm LLC
[REDACTED]

Bloomington, IL 61704

Websense: Click [here](#) to report this email as spam.

SECTION TWO

Required Applications to be Completed

RAS

OFFICE USE ONLY

Submittal Date: 7/11/19

Renewal Type (A, SA): SA

Staff Initials: dm



Business Contact Sheet

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

Legal Name (Individual, Partnership, Corporation/LLC):	Breatheblm XXXXXXXXXX LLC
Doing Business As (D/B/A):	Breathe
Business Address:	1804 S. Hershey Rd. Unit 10
City/State:	Blm 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: Kelly Thoennes Phone Number: [REDACTED]

Address: [REDACTED] City/State: Blm IL 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 ☒



NATURE OF LICENSE:

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

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) Restaurant

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

In order to provide a fine dining experience, most will want a drink or two with dinner.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? The southeast side is lacking in fine dining options. This will draw business to the southeast side.

5. Upon what facts do you base your answers to the previous question? The nearest dining is El Toro. Otherwise there are no dining options.

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? Food Sales

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: 1804 S. Hershey #10 City/State: Blm IL Zip: 61704

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	—	Monday:	—
Tuesday:	4 pm	Tuesday:	9 pm
Wednesday:	4 pm	Wednesday:	9 pm
Thursday:	4 pm	Thursday:	9 pm
Friday:	4 pm	Friday:	10 pm
Saturday:	4 pm	Saturday:	10 pm
Sunday:	TBD	Sunday:	TBD

3. What type or types of building(s) adjoin the establishment? A bar and a workout place
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? Websites say 4:30am - 7:30pm - Workout company
KT dn Lucky Sevens - Not sure.
- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? _____
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Hershey Rd. is two way. Plenty of parking and overflow parking as well.
5. How much additional traffic do you expect the establishment with a liquor license to generate? Breathes will generate a good amount of traffic but nothing that would cause issue.
6. Describe on and off street parking facilities to handle traffic anticipated: large parking lot with an overflow in back
7. How many establishments with liquor licenses are located within the immediate area of your establishment? one - Lucky 7.
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? High demand given the limited options for fine dining.
9. Upon what facts do you base your answer to the previous question? There is a Mexican restaurant and a Subway nearby. Otherwise there is no fine dining.

RESPONSIBILITY:

- If establishment is **presently in operation**, attach a financial statement of the establishment's last fiscal year.
- 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).
- 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 10 day of July, 20 19.

SIGNED:

Kelly Thoennes

Printed Name



Signature

Owner & Head Chef

Title



Address

Blm Il

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** RAS **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: Kelly Thoennes Age: [REDACTED]
Address: [REDACTED] City/State/Zip: Bloomington, IL [REDACTED]

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: _____

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

(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: _____ Title: _____
Address: _____ City/State/Zip: _____

Name: _____ Title: _____
Address: _____ City/State/Zip: _____



3. Location and description of the premises or place of business to be operated under this license: 1804 S. Hershey Rd. Blm IL 61704 Unit 10
Restaurant

a. Legal Name: ~~XXXXXXXXXXXX~~ Breatheblm, LLC.

b. D/B/A: Breathe

-- 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: Snuder Entities LLC Term of Lease: 7/2019 to 7/2021

Address: [REDACTED] City/State/Zip: Blm IL [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 11 day of July, 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

Breatheblm

~~XXXXXXXXXX~~ LLC

Corporate Name

Kelly Thoennes

Printed Name of President

Signature of President

ATTEST

Printed Name of Secretary

Signature of Secretary

And the following officers, directors, or majority stockholders:

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



NOTARY ACKNOWLEDGEMENT

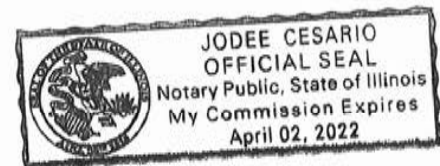
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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 11 day of July, 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.

Jodee Cesario
Notary Public

My Commission Expires: April 2, 2022





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:

Breatheblm ~~XXXXXXXXXX~~ DBA Breathe

NAME OF APPLICANT

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

1. A **CLASS RAS 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 11 day of July, 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

Breathblm XXXXXXXXXX LLC	
Corporate Name	
<u>Kelly Thoennes</u>	
Printed Name of President	Signature of President
ATTEST	
_____	_____
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

Section 1 - Individual Information *(Please type or print legibly)*

Name:	Kelly Thoenmes
Address:	[REDACTED]
City, State & Zip Code:	Blm IL [REDACTED]
Personal Phone Number:	[REDACTED]
Position or Occupation:	Owner / Head Chef of Breathe
Length of Employment:	New
Business Name:	Breathe
Business Address:	1804 S. Hershey Rd Unit 10
City, State & Zip Code:	Blm IL 61704
Business Phone Number:	[REDACTED]

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:	



Section 3 - Statement of Financial Condition as of July, 2019.
(Please type or print legibly)
 If none, type N/A

ASSETS (Do not include assets of doubtful value)	IN DOLLARS (Omit Cents)	LIABILITIES	IN DOLLARS (Omit Cents)
Cash on hand		Notes Payable to Banks <i>(See Schedule E)</i>	
Cash in banks		Notes Payable to Other Institutions <i>(See Schedule E)</i>	
U.S. Government & Marketable Securities <i>(See Schedule A)</i>		Due To Brokers	
Nonmarketable Securities <i>(See Schedule B)</i>		Amounts Payable to Others - Secured	
Securities Held by Broker in Margin Accounts		Amounts Payable to Others - Unsecured	
Restricted, Control, Or Margin Account Stocks		Accounts and Bills Due	
Real Estate Owned <i>(See Schedule C)</i>		Unpaid Income Tax	
Accounts, Loans, and Notes Receivable		Other Unpaid Income Tax	
Automobiles		Real Estate Mortgages Payable <i>(See Schedules C & E)</i>	
Other Personal Property		Other Debts (Car Payments, Credit Cards, Etc.) - Itemize	
Cash Surrender Value - Life Insurance <i>(See Schedule D)</i>			
<i>If Applicable</i> Other Assets - Itemize <i>(See Schedule F)</i>			
		Total Liabilities	
		Total Net Worth	
Total Assets:		Total Liabilities & Net Worth	

Section 4

(Please type or print legibly)

If none, type N/A

Annual Income for Year Ended 20 <u>18</u>	\$\$\$	Annual Expenditures	\$\$\$	Contingent Liabilities	Y / N (Circle)	Estimated Amounts
Salary, Bonuses & Commissions		Mortgage/Rental Payments		Do you have any?		\$
Dividends & Interest		Real Estate Taxes & Assessments		Contingent Liabilities		\$
Real Estate Income		Taxes (Federal, State, & Local)		(As endorser, co-maker or guarantor? on leases? on contracts?)		\$
Other Income		Other Contract Payments (Car Payments, Charge Cards, Etc.)		Involvement in pending legal actions?		-
(Alimony, Child Support or Separate Maintenance Income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)		Alimony, Child Support, & Maintenance		Other special debt or circumstances?		\$
		Other Expenses		Contested income tax liens?		\$
				If "yes" to any questions please describe		
Total Income:		Total Expenditures		Total Contingent Liabilities		\$

(COMPLETE SCHEDULES AND SIGN)

--- Attach an additional page if more space is needed. ---

SCHEDULE A

U.S. Government & Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value



SCHEDULE B
Non-Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value

SCHEDULE C
Residences and Other Real Estate (Partially or Wholly Owned)

Address & Type of Property	Title in Name of	% of Ownership	Date Acquired	Cost	Market Value	Monthly Payment	Mortgage Amount	Mortgage Maturity
Residences	Kelly Thoenig							
Residences								
Other:								
Other:								

SCHEDULE D
Life Insurance Carried, Including Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary & Relationship	Face Amount	Policy Loans	Cash Surrender Value

SCHEDULE E
Bank & Other Institutional Relationships

Name & Address of Creditor	Original Loan/Line Amount	Date of Loan	Maturity Date	Unsecured or Secured (List Collateral)	Amount Owed



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/ Title in the Business	Total Assets of Business	Line of Business	Years in Business

DATED this 10 day of July, 20 19.

Individual

Other Party

[Redacted]
Social Security Number

Social Security Number

[Redacted]
Date of Birth

Date of Birth

Kelly Thoennes
Printed Name

Printed Name

[Redacted]
Signature

Signature

SECTION THREE

Required Documents to be Submitted



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2019

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 MCCLURE\B D\& ASSOCS LTD 4951 INDIANA AVE STE 400 LISLE, IL 60532	CONTACT NAME	
	PHONE (A/C, No, Ext) [REDACTED]	FAX (A/C, No) ()
INSURED BREATHE 1804 S HERSHEY RD BLOOMINGTON, IL 61704	E-MAIL ADDRESS [REDACTED]	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	
	INSURER B	
	INSURER C	
	INSURER D	
INSURER E		
INSURER F		

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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY				07/09/2019	07/09/2020	EACH OCCURRENCE \$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	☐ OTHER						\$
	AUTOMOBILE LIABILITY						COMB NED S NGL LIMIT (Ea accident)
	☐ ANY AUTO						BOD LY INJURY (Per person)
	☐ OWNED AUTOS ONLY						BOD LY INJURY (Per accident)
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L. EACH ACC DENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE - EA EMPLOYEE
							E L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDERBREATHE
1804 S HERSHEY RD
BLOOMINGTON, IL 61704**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



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.



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: Kelly Thoennes d/b/a -BREATHEBLM LLC

[REDACTED] BLOOMINGTON, IL [REDACTED]

Obbligee: 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 (hereinafter collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHAEL COLEMAN**, of the City of **LISLE**, 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 the corporate seals to be hereunto 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: 

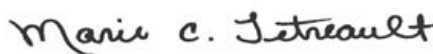
Robert L. Raney, Senior Vice President

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, 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 18 day of July, 2019.



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.

Bond No. 

BOND OF LICENSE
FOR THE SALE OF INTOXICATING LIQUOR

Know All Men by these presents, that we, Kelly Thoennes d/b/a -BREATHE BLM LLC

1804 S HERSHEY RD STE 10 BLOOMINGTON, IL 61704-8605

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 18 day of July, 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.

Kelly Thoennes d/b/a -BREATHE BLM LLC

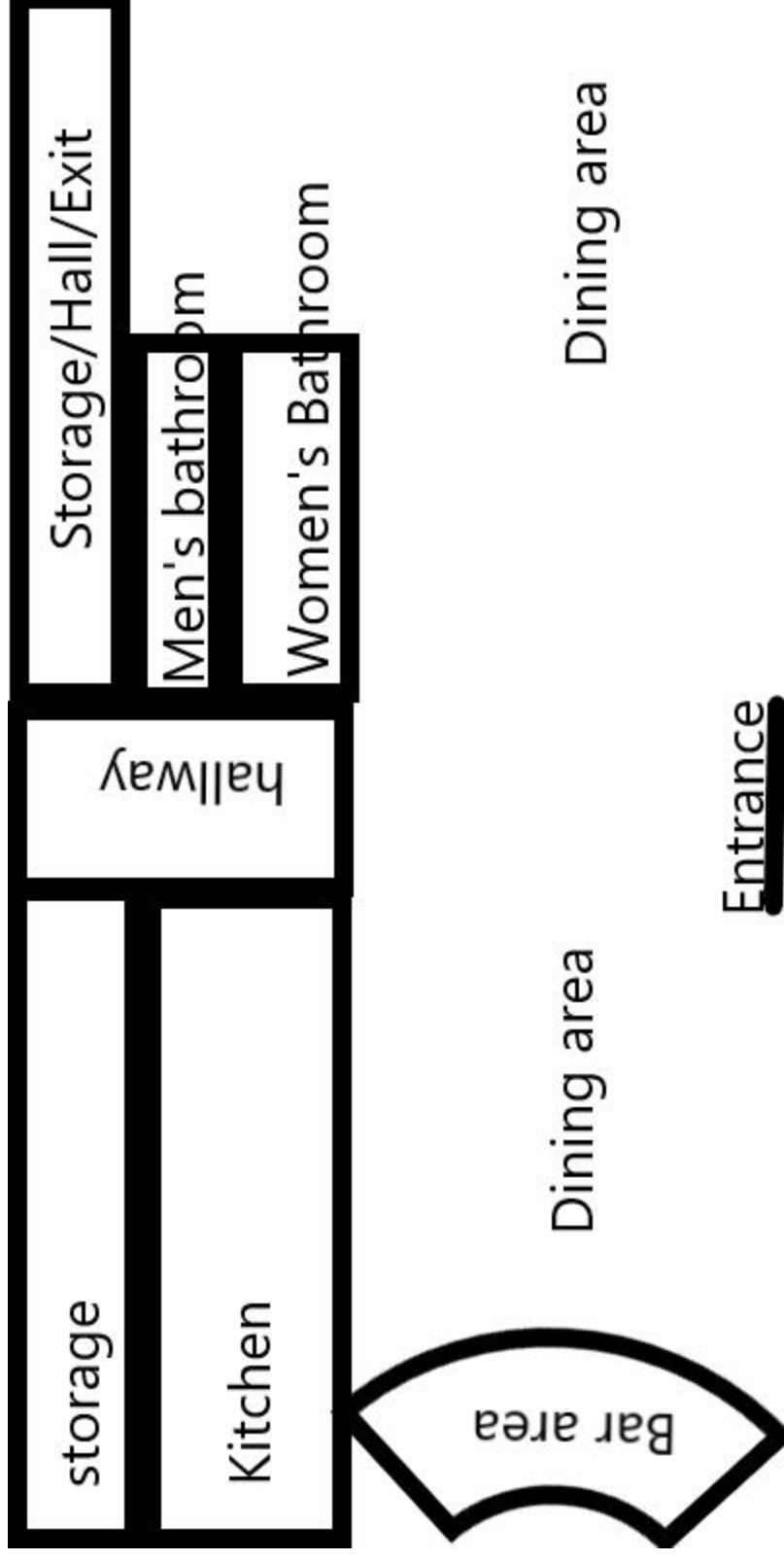
 (Seal)

Travelers Casualty and Surety Company of America (Seal)

 (Seal)
MICHAEL COLEMAN

SECTION FOUR

Tax Information



* cent. of ins pending 7/3
due Tuesday 7/9

BROOKRIDGE CENTER

ARTICLE I. BASIC LEASE PROVISIONS

Section 1.1 Basic Lease Provisions of Brookridge Center.

- A. DATE MADE: July 1, 2019
- B. LANDLORD: Brookridge Center, LLC
- C. TENANT: Kelly Thoennes
- D. ADDRESS OF TENANT: [REDACTED] , Bloomington IL
- E. TENANT'S TRADE NAME: Breathe
- F. PRIMARY LEASE TERM: The initial lease term will be two (2) years from commencement date, with one two (2) year extension
- G. LEASE TYPE: Gross, tenant pays own utilities
- H. COMMENCEMENT DATE: July 1, 2019
- I. TERMINATION DATE: 24 months from commencement date
- J. FIXED MINIMUM RENT: [REDACTED]
- K. RENT COMMENCEMENT DATE: August 1, 2019
- L. SECURITY DEPOSIT: [REDACTED]
- M. USES: Restaurant
- N. LEASED PREMISES: Unit #10 Brookridge Center consisting of approximately 1,250 sq. ft. as depicted in the drawing attached hereto as Appendix A.

O. GUARANTOR

None

Section 1.2 Significance of Basic Lease Provisions. Each reference in this Lease to any of the Basic Lease provisions contained in Section 1.1 of this Article shall be deemed and construed to incorporate all applicable terms provided under the subsequent Articles.

ARTICLE II. LEASED PREMISES AND TERM

Section 2.1 Premises. Landlord is the owner of a development commonly known as the Brookridge Center, Bloomington, Illinois, (hereinafter referred to as the "Center") which is located upon real estate legally described as:

**Northeast corner of Hershey Rd. and Hamilton Rd. in the City
of Bloomington, in McLean County, Illinois.**

Landlord reserves the right to change the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, and except as otherwise provided herein, the identity and type of other stores and tenancies, and Landlord further reserves the right to locate kiosks and to make available common areas pursuant to Sections 5.1 and 5.2, provided only that the access to the Leased Premises shall not be materially changed.

Section 2.2 Leased Premises. Landlord hereby leases and demises to Tenant and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the store premises sometimes herein referred to as the "Leased Premises" and described in Article I.

Section 2.3. Lease Term. The Lease shall commence on Commencement Date and end on the Termination Date. Tenant shall have the option to renew this Lease by serving on Landlord a written notice of Tenant's desire to renew at least 90 days prior to the expiration of this Lease term, i.e., 90 days prior to the last day of the last month of current term.

ARTICLE III. INSTALLATION OF LEASEHOLD IMPROVEMENTS

Section 3.1. Leasehold Improvements. Tenant may install leasehold improvements in and signs at the Leased Premises only upon receiving a written approval of said plans and specifications of the leasehold improvements and signage from Landlord, which approval shall not be unreasonably withheld. The written plans shall be provided at the expense of the Tenant. All improvements built or installed by the Tenant shall be done in compliance with all municipal, county, State and Federal codes and laws. Tenant may alter bar counter, provided alterations are removed at the end of the lease.

Section 3.2. Landlord's Improvements. Landlord shall, at its sole cost and expense, seal interior door to bar with a wall, replace broken tile (replacement tile to be furnished by Tenant); install basic kitchen door (extra cost of any upgrade to be at Tenant's expense); repair broken outlet covers; repair bathroom doors; professionally clean the leased premises, including kitchen equipment; and remove old signage on both sides of building. Landlord will make available and maintain operational plumbing, utilities and HVAC all of which are suitable for ordinary retail use. If Tenant's use requires additional plumbing, utilities or HVAC, they may be added at Tenant's expense.

ARTICLE IV. METHOD OF RENT PAYMENT AND DETERMINATION OF RENTAL ADJUSTMENT

Section 4.1. The Rent, Fixed Minimum and Rental Adjustment. Commencing on the Rent Commencement Date, Tenant agrees to pay rent to Landlord, or to such other person as Landlord may direct, without demand, in successive monthly installments on the first day of each calendar month included in the lease term, in an amount equal to the fixed minimum rent as provided for in Article 1. For any portion of a calendar month included at the beginning of said term, one-thirtieth of such monthly payment for each day of such portion shall be payable on the first day of the lease. All rent shall be due in advance for a month, commencing on rent commencement.

Section 4.2. Security Deposit. 

ARTICLE V. COMMON AREAS AND FACILITIES

Section 5.1. Common Areas and Facilities. Landlord shall make available from time to time such areas (hereinafter sometimes called "Common Area") and facilities of common benefit to the tenants and occupants of the as Landlord shall deem appropriate. Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Area and facilities for their intended purposes in a first rate manner, and may from time to time change the size, location and nature of any Common areas and facility and may make installations herein and move and remove such installations, provided, however, that such changes shall not interfere with the business operations of Tenant. Landlord shall have the right to close the Common Area or any part thereof on such non-business days or during such non-business hours as Landlord shall, in its sole discretion, determine.

Section 5.2. Use of Common Area. Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use Common Areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including the designation of specific areas in which Tenant's employees may park their vehicles. Tenant agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any part of the Common Areas to make repairs or changes to prevent the acquisition of public rights in such area or to discourage non-customer parking, and may do such other acts in and to the Common Areas as in its judgment

may be desirable to improve the convenience thereof. Tenant and its customers shall have a nonexclusive right to use all parking areas within the Center. However, Landlord will designate 5 parking spaces (3 by Hershey Rd and 2 in the front parking lot) for the exclusive use of Tenant and Tenant's patrons.

*define location
- diagram please*

Section 5.3. Use of Common Area by Other Tenants. Tenant acknowledges that it will share the Common Area, particularly the parking lot, with other tenants. Tenant also acknowledges that the premises leased by Tenant are situated next to a business (or businesses) that generates much traffic. Landlord agrees to comply with all governmental requirements and ordinances with respect to tenant mix and required parking spaces.

Section 5.4 Signage. Tenant may install signage at Tenant's expense as allowed by local and state laws and the Landlord's standards, as set forth in the attached Exhibit "B" sign criteria.

ARTICLE VI. UTILITY SERVICES

Section 6.1. Heating, Ventilating and Utilities. Landlord has caused the necessary mains, conduits, and other facilities to be provided to supply water, electricity, heating and ventilation to the Lease Premises, the adequacy of which is acknowledged by Tenant. Except for acts of God, or utility outages at the service provider level, Landlord shall ensure that adequate utility service (water, heat, and gas) shall be available to the Leased Premises at all times, provided Tenant is not in default in payment of said utility charges. Tenant shall pay for all electricity and fuel used in the Leased Premises, and all water and sewer charges, and at its own cost and expense.

ARTICLE VII. LANDLORD'S ADDITIONAL COVENANTS

Section 7.1. Repairs by Landlord. Landlord covenants as its expense to keep the roof, foundations, concrete floor, and exterior walls (including water tight condition) of the Leased Premises in good order, repair and condition, unless any necessary work is required because of any damage proximately caused by any negligent act or omission of Tenant, any permitted concessionaire or their respective employees, agents, invitees, licensees or contractors. Landlord shall be required to commence and finish any such repair with reasonable promptness after written notice from Tenant that the same is necessary. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of the Landlord shall be controlled by Article IX. Except as provided in this Section 7.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant as provided in subsections 8.1(F) and (G).

Section 7.2 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant has committed no default under this Lease, Tenant's peaceful and quiet possession of the Leased Premises during the Lease term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

Section 7.3 Advertising Credit Landlord agrees to give Tenant a credit of \$1,000 with

Picture This Digital Media for advertising Tenant's business, said credit to be applied at the normal rate.

ARTICLE VIII. TENANT'S ADDITIONAL COVENANTS

Section 8.1. Affirmative Covenants. Tenant covenants at its expense at all time during the Lease Terms and such further time as Tenant occupies the Lease Premises or any part thereof:

A. To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Fixed Minimum Rent, and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant, without any setoffs or counterclaims whatsoever.

B. To use the Leased Premises only for the uses provided in Article I; to operate its business in the Leased Premises under Tenant's trade name provided in Article I, provided, however that Tenant may change its trade name whenever and as often as it deems reasonable prudent for business purposes; and to conduct its business at all times in a high grade and reputable manner; provided, however, nothing herein shall require the Tenant to continually operate the Leased Premises so long as it complies with its other obligations under this lease..

C. To refer to the Center as it is referred to in Section 1.1 in designating the location of the Leased Premises in all newspaper or other advertising, stationery, other printed material and all other printed references to location

D. Except when and to the extent that the Leased Premises are untenable by reason of damage by fire or other casualty, to use the Leased Premises for the Uses provided for in Article I other than such minor portions thereof as are reasonably required for storage and office purposes; to use such storage and office space only in connection with the business conducted by Tenant in the Leased Premises; to furnish and install those trade fixtures which Tenant in its discretion deems to be suitable and proper for carrying on its business, to maintain adequately trained personnel for service to customers; and to light Tenant's signs, if any, during any hours when the Leased Premises are open for business.

E. To store all trash and refuse in adequate containers to keep all drains inside the Leased Premises clean; and to conform to all rules and regulations which Landlord may make in the management and use of the Center requiring such conformance by Tenant's employees so long as said changes do not adversely affect Tenant's business. All such rules and regulations shall be applied to all tenants in the Center on a uniform and nondiscriminatory basis. If the Leased Premises are permitted herein to be used for the sale of food for consumption, such as for a restaurant or snack bar, Tenant shall store all trash and garbage in a manner that complies with all laws, regulations or ordinances of any health department or other regulating body that has jurisdiction over the Center.

F. Except for repairs required in Article VII to be performed by Landlord, to keep the

Leased Premises, including but not limited to fixtures and displays (including show windows and signs) clean, neat and safe, and in good working order, repair and condition (including all necessary interior painting and decorating), and keep all glass, including that in windows, doors and fixtures, clean and in good condition, and to replace glass which may become damaged or broken with glass of the same quality, damage by fire or other casualty covered by Landlord's insurance excepted. Tenant shall store all trash and garbage within the Leased Premises. Tenant shall not burn any trash or garbage at any time in or about the building, and Tenant shall attend to the daily disposal thereof.

G. To make all repairs, alterations, additions or replacements to the leasehold improvements located in the Leased Premises required by law or ordinance or any order or regulation of any public authority or any fire underwriters' fire prevention engineers; to keep the Leased Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for such use; and to comply with the orders and regulations of all governmental authorities.

H. To pay promptly when due the entire cost of any work in the Leased Premises undertaken by Tenant so that the Leased Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality; to comply with all governmental requirements; and to save Landlord and Landlord's beneficiaries and agents harmless and indemnified from all liability, injury, loss, cost, damage, and/or damage to, or loss or destruction of any property proximately resulting from a negligent act or omission of Tenant's agents.

I. To save Landlord and Landlord's beneficiaries and agents harmless and indemnified from all liability, injury, loss, cost, damage and/or damage expense (including reasonable attorneys' fees) in respect of any injury to, or death of any person, and/or damage to or loss or destruction of, any property while on the Leased Premises or any other part of the Building proximately caused by any negligent act or omission of Tenant, or anyone claiming by, through or under Tenant; to maintain in responsible companies approved by Landlord, public liability insurance, insuring Landlord, Landlord's beneficiaries and agents and Tenant, as their interests may appear, against all claims, demands, or actions for injury to or death of any one person in an amount of not less than \$1,000,000 under a combined single limit. All said insurance shall be in form and in responsible companies satisfactory to Landlord whose satisfaction cannot be unreasonably withheld, and shall provide that it will not be subject to cancellation, termination or changed except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for the same (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the Date of Delivery of Leased Premises to Tenant, provided for in Article I and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the terms of such coverage; and that if Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.

J. Landlord and Landlord's beneficiaries, agents and employees shall not be liable for, and to the extent permissible by state law, Tenant waives all claims for damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident or

occurrence in or upon the Leased Premises including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) injury done or occasioned by wind, water or other natural element; (c) the backing up of any sewer pipe or downspout; (d) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Leased Premises; (e) the escape of steam or hot water; (f) the falling of any fixture, plaster or stucco; and (g) any act, omission or negligence of co-tenants or of other persons or occupants of said building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

K. To permit Landlord, Landlord's mortgagee and their agents to enter the Leased Premises at a reasonable time upon 24 hours notice for the purpose of inspecting the same, of making repairs, additions or alterations thereto or to the building in which the same are located and of showing the Leased Premises to prospective purchasers, lenders, and to prospective tenants during the last ninety days of the lease term; provided, however, such inspections and showings shall not unreasonably interfere with Tenant's business operations

L. To remove, at the termination of this Lease, such Tenant's goods and effects which are not permanently affixed to the Leased Premises (including trade fixtures) and repair any damage caused by such removal, provided, however, that such damage shall include only damage to that portion of the premises in existence prior to the addition of alterations, additions and improvements by Tenant less ordinary wear and tear, damage by fire or other casualties and condemnation appropriation by Eminent Domain excepted, and also excepting any damage, disrepair or other condition that Landlord is obligated hereunder to repair or correct; and peaceably to yield up the Leased Premises and all alterations and additions thereto and all fixtures (other than trade fixtures), furnishings, floor coverings and equipment which are permanently affixed to Leased Premises, which shall thereupon become the property of Landlord, in good order, repair and condition, reasonable wear and tear, damage by fire, or other casualties and condemnation appropriation by Eminent Domain excepted, and also excepting any damage, disrepair or other condition that Landlord is obligated hereunder to repair or correct. Any personal property of Tenant not removed within one day following such termination shall, at Landlord's option, become the property of Landlord.

M. Lessee agrees to execute any instrument or instruments subordinating this Lease to any mortgages or trust deed to be placed on the Center as security for an indebtedness, so long as the mortgagee or trustee named in any mortgage or trust deed hereafter placed upon the Center (or upon the Center and other property) and the Leased Premises executes a nondisturbance agreement of even date with its acceptance of an executed mortgage or trust deed from the Landlord or its successors or assigns which non-disturbance agreement shall provide no less than the following protections to Tenant: (a) so long as the Tenant is not in default in the payment of rent or in the performance of any of the terms of this Lease, the Tenant's possession of the Leased Property and the Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by the mortgagee or trustee; (b) the mortgagee or trustee succeeds to the interest of the Landlord under the Lease; (c) the mortgagee or trustee shall be bound to the Tenant under all of the terms of the Lease; (d) the Tenant shall, from and after such event, have the same remedies against the mortgagee or trustee from the breach of an agreement contained in the Lease that the Tenant might have had under the Lease against the prior Landlord thereunder. Nothing herein

prohibits the mortgagee or trustee electing to give some or all the rights and interests of the Tenant under this Lease priority over the lien of its mortgage or trust deed.

N. Tenant may sublease the Premises; however, Tenant remains fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by Landlord to Tenant or to any assignee or sublease.

O. It is acknowledged and understood that Tenant will play music as a part of its business operations, which music may at times be heard outside of the Leased Premises. Tenant agrees that such music shall not unreasonably interfere with the business operations of other tenants in the building.

P. To give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Leased Premises or at Common Areas of which Tenant has knowledge.

Q. To pay on demand the non-defaulting party's expenses, including reasonable attorney fees and court costs (together with interest on the amount of said fees, costs and expenses at the rate of ten percent (10%) per annum incurred either directly or indirectly in enforcing any obligation of the defaulting party under this Lease, in curing any default by the defaulting party and in defended or otherwise participating in any legal proceedings initiated by or on behalf of the other party wherein the defending party is not adjudicated to be in default under this Lease.

Section 8.2 Negative Covenants. Tenant covenants at all times during the Lease Term and such further time as Tenant occupies the leased Premises or any part thereof:

A. Not to injure overload, deface or otherwise harm the leased Premises; not to commit any nuisance, nor unreasonably interfere with the business operations of any other tenant, not to use the Leased Premises for any extra hazardous purpose or in any manner that will suspend, void or make inoperative any policy or policies of insurance of the kind generally in use in the State at any time carried on any improvement within the Center or in any manner which will increase the cost of any of Landlord's insurance; nor to burn any trash or refuse within the Center, not to make any use of the Leased Premises which is contrary to any law or ordinance or any regulation of any governmental authority applicable to the premises, nor to conduct or permit any going-out-of-business, bankruptcy, fire or auction sales on the leased Premises; nor to use any advertising medium such as hand bills, flashing lights, searchlights, loud speakers, phonographs, sound amplifiers or radio or television receiving equipment in a manner to be seen or heard outside the Leased Premises; nor to load, unload or park any truck or other delivery vehicle in any area of the Center other than the area or areas designated therefor by Landlord; nor to use any sidewalks, walkways, malls or Common Area in the Center for the storage or disposal of trash or refuse or the keeping or displaying of any merchandise or other object, including, but not by way of limitation, the use of any of the foregoing for any newsstand, cigarstand, sidewalk shop or any business occupation or undertaking (such uses of such areas being reserved to Landlord and its designees) nor to place any fence, structure, barricade, building, improvement division rail or obstruction of any type or kind on any part of the Common Area; nor to use the mall, courts and walks for any purpose other than pedestrian traffic; nor to install or use any sign or other advertising device on the

exterior of the Leased Premises other than a store identity sign approved by Landlord, whose approval cannot be unreasonably withheld or delayed; nor to use or permit the use of any portion of the Leased Premises as living quarters, sleeping apartments or lodging rooms.

B. Not to make any alterations or additions, without the prior written consent of Landlord, which consent cannot be unreasonably withheld or delayed. Not to permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas, or the like, without on each occasion obtaining the prior written consent of Landlord, which consent cannot be unreasonably withheld or delayed; and not to attach interior signs, placards or other advertising media to the windows.

C. [Reserved].

D. Not to sell, mortgage, pledge or in any manner transfer this Lease or any interest therein, by operation of law or otherwise, without the prior written consent of Landlord, which consent cannot be unreasonably withheld.

E. Not to suffer any mechanic's lien to be filed against the Leased Premises or the Center or any interest therein by reason of any work, labor, services or materials performed at or furnished to the Leased Premises, to Tenant, or to anyone holding the Leased Premises through or under the Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Tenant shall have the right to contest any and all such liens, provided security satisfactory to Landlord is deposited with Landlord. If Tenant shall fail to contest the same with due diligence (having secured Landlord as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing date thereof and in any case, before judgment of sale thereunder, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorney's fees, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and together with interest therein, as provided in Article X shall be due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease contained shall be construed as a consent on the part of the Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under the Mechanic's Lien Law of the State of Illinois. Landlord shall not unreasonably withhold its satisfaction to the security offered and deposited by Tenant.

F. Tenant shall not affix or maintain upon the glass panes and supports of the show windows (other than business hours), doors and the exterior walls of the premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first received the written approval of Landlord as to size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the premises. Tenant shall not display, paint or cause to be displayed, painted or placed, any handbills, bumper stickers, or other advertising devices on any vehicle parked in the parking area of the Center, whether belonging to Tenant, or to Tenant's agent, or to other person. Landlord shall not unreasonably withhold its

approval.

ARTICLE IX. INSURANCE AND DAMAGE OR TAKING RESTORATION

Section 9.1. Landlord's Insurance. Landlord shall keep all improvements within the Center insured against loss or damage by fire, with the usual extended coverage endorsements in amounts not less than one hundred percent (100%) of the replacement value of all such improvements, with reasonable deductibles as determined by Landlord.

Landlord agrees, during the term hereof, to obtain and maintain in effect at all times a commercial general liability insurance policy protecting against any liability occasioned on or about the Center, or arising from any of the acts set forth herein against which Landlord is required to indemnify Tenant and/or its agents, such policy to be in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate.

All insurance policies herein to be procured by Landlord shall be issued by insurance companies authorized to do business in the State in which the Center is located, be written as primary or umbrella policy coverage and not contributing coverage. The issuance of any insurance policy required hereunder shall not be deemed to limit or restrict in any way Landlord's liability arising under or out of this Lease.

Landlord agrees to indemnify and save Tenant harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees for the defense thereof imposed upon incurred by or asserted against Tenant, which may arise out of or derive from the negligent acts or omissions of Landlord and its agents, contractors, servants, employees, sub-contractors, or arising from any breach or default of the part of Landlord in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease.

Section 9.2 Fire, Explosion or Other Casualty. In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Leased Premises, the damage shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair in an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, trade fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided or (b) the Leased Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (c) the building of which the Leased Premises are a part is damaged to the extent of more than twenty-five percent (25%) of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or the building or to terminate this Lease upon giving notice of such election in writing to Tenant within sixty (60) days after the occurrence of the event causing the damage. If such notice is not given, Tenant may elect to terminate by giving written notice to Landlord. In the event of termination, all obligations of the Tenant including but not limited to the payment of rent shall terminate with the date of said casualty. In the event Tenant has made any payments after the occurrence of the casualty, Landlord shall make prompt repayment thereof to Tenant. If Landlord elects to repair/rebuild following a casualty event, such work shall be

undertaken and completed in a commercially reasonable time frame. If the casualty, repairing, or rebuilding shall render the Leased Premises untenable, in whole or in part, a proportionate abatement of the fixed minimum rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor space of the Leased Premises; provided, however, such abatement shall be 100% if such casualty renders more than 25% of the Leased Premises untenable, whereby Tenant is unable to reasonably conduct its business operations

Section 9.3. Eminent Domain. If the whole of the Leased Premises shall be taken by any public authority by the exercise, or under the threat of the exercise of the power of eminent domain, the Lease Term shall cease as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken subject to the remaining terms of this Section. If less than all of the floor area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the date the right of possession shall be taken by such public authority, and Tenant shall pay rent as may have been paid in advance for any period subsequent to the date the right to possession shall be equitably adjusted. Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior work so as to continue the remaining premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord. If Landlord shall not make all necessary repairs or alterations contemplated by the immediately preceding sentence or if the floor area of the Leased Premises so taken leaves space no longer suitable for the uses set forth in Article I, then the Lease Term shall cease and Tenant shall pay rent up to the day the right to possession is taken, with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the taking of the right to possession. If more than twenty-five percent (25%) of the floor area of the building in which Leased Premises are located, or more than twenty-five percent (25%) of the aggregate floor area of all the buildings in the Center shall be taken by the exercise, or under the threat of the exercise of the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering the right to possession to the public authority, terminate this Lease and rent shall be paid or refunded as of the date of termination. The foregoing provisions of this Section shall be without prejudice to the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Landlord nor Tenant shall have any rights in or to any award made to the other by the condemning authority. The parties hereto specifically understand and agree that Tenant has made substantial improvements to the leasehold and that Tenant's separate award may specifically include but not be limited to the value of Tenant's leasehold improvements to the extent that Tenant does not remove the same from the Leased Premises.

ARTICLE X. DEFAULTS AND REMEDIES

Section 10.1 Defaults by Tenant. A Tenant default hereunder will occur upon (i) non-payment of rent by Tenant for more than ten (10) days, or (ii) in the event of any other breach which Tenant does not cure within thirty (30) days of receipt of written notice of said breach from the Landlord, however, if Tenant diligently commences and continues efforts to cure any such

breach (other than the non-payment of rent) which may not reasonably be cured within said thirty (30) days then the time for cure shall be extended for so long as Tenant's diligent efforts continue; (iii) if Tenant makes an assignment for the benefit of creditors, files a petition under bankruptcy or insolvency law, or if any petition in bankruptcy is filed against Tenant and is not dismissed within ninety (90) days, if a receiver or similar officer becomes entitled to this leasehold, or if Tenant's interest in this Lease is taken on execution or other process of law in any action against Tenant; (iv) if the Leased Premises are levied upon by the Illinois Department of Revenue or the Internal Revenue Service. Upon such occurrence of an event of default, Landlord may elect to terminate the Lease, and may re-enter the Leased Premises, with or without process of law, and remove all persons, fixtures and chattels therefrom and Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall be entitled to recover a sum of money equal to the difference between the rent which would be payable by Tenant hereunder for the remainder of the Term and the amount of rent the Landlord actually collects as rent from a successor tenant. Upon the happening of any one or more of the above mentioned events, Landlord may repossess the Leased premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for or as provided by law) and without terminating this Lease, and Landlord will use its best efforts to relet all or any part of the Leased Premises for such rent and upon such terms as is reasonable considering the business circumstances in the community at the time (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet Leased Premises as a part of a larger area, and the right to change the character of use made of the Leased Premises.) For the purposes of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Leased Premises, that may be necessary or convenient. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom to satisfy the fixed minimum rent and additional rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit from time to time to recover any sums falling due under the terms of this Lease. Any recovery under this Section shall be without relief from valuation and appraisal laws. The rights and remedies herein contained and reserved to Landlord shall not be considered exclusive of any other right or remedy of Landlord, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute.

Section 10.2 Defaults by Landlord. In the event Landlord fails to perform any of its obligations under this Lease and should Landlord's failure to perform such obligation continue for thirty (30) days following the date that Tenant first gives Landlord written notice of such failure, or, if the performance of such obligations cannot be reasonably completed within such 30-day period, in the event Landlord fails to commence performance within such 30-day period and thereafter diligently pursue to completion the performance of such obligation, then, provided Tenant is not also in default, Tenant: (i) may treat such occurrence as a default under this Lease and thereupon at its option may, with notice to Landlord, terminate this Lease; or (ii) may (but shall not be obligated to) perform the obligation of Landlord and the reasonable cost thereof shall be payable from Landlord to Tenant upon demand.

Section 10.3 Interest on Late Payment. Any rent which shall not be paid when due, shall bear

interest at the rate of twenty percent (20%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid.

Section 10. Holdover by Tenant. In the event Tenant remains in possession of the Leased Premises after the expiration of the term herein created, and without the execution of a new Lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a tenant from month to month, at one hundred twenty-five percent (125%) of the fixed minimum rent, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

Section 10.5 Landlord's Right to Cure Default. Landlord may, but shall not be obligated to cure at any time, without notice, any default by Tenant under this Lease, at Tenant's expense. All sums so advanced shall be additional rent payable with the next installment of Fixed Minimum Rent due hereunder, with interest from the date of any such advance to the date of repayment at the rate of ten percent (10%) per annum.

Section 10.6 Effects of Waivers of Default. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any covenant, condition or duty of the other shall be construed as a consent or waiver by the non-breaching party to or of any other breach of the same or any other covenant, condition or duty by the breaching party.

ARTICLE XI. MISCELLANEOUS PROVISIONS

Section 11.1 Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby so releases the other party from any liability it may have on account of such loss, cost, damage or expense, then the party so insured hereby so releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right or subrogation which might otherwise exist in or accrue to any person or account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

Section 11.2 Notices From One Party to the Other. Any notice or demand from Landlord to Tenant or from Tenant to Landlord shall be mailed by registered or certified mail addressed, if to Tenant, at the Address of Tenant set forth in Article I, or such other address as Tenant shall have last designated by notice in writing to Landlord, and, if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service. Notice shall be effective three days from the date of mailing thereof.

Section 11.3 Relationship of Parties. Nothing contained herein shall be deemed or

construed by the parties thereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter gender.

Section 11.4 Estoppel Certificates. At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and as modified and stating the modifications) and the dates to which the Fixed Minimum Rent and other charges have been paid, and making such other accurate certificates and Landlord or Landlord's mortgagee may require.

Section 11.5 Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of the Lease. The invalidity or enforceability of any provision of the Lease shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or sections.

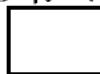
Section 11.6 Execution of Lease by Landlord. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery thereof by Landlord and by Tenant. All negotiations, considerations, representations and understanding between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

Section 11.7 Binding Effect of Lease. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

Section 11.8 Landlord's Service. Any service which Landlord is required or elects to furnish under this Lease may be furnished by any agent employed by Landlord or by an independent contractor, provided, however, such delegation shall not relieve Landlord from its obligations hereunder.

Section 11.9 Brokers. Landlord and Tenant shall indemnify and save each other harmless from and against any and all claims for fees or commissions by any other broker or agent with whom such indemnifying party has dealt or is alleged to have dealt. Landlord agrees to pay all commissions and fees owed to Landlord's broker, ~~Thom Jones~~, the broker in connection with this Lease and the tenancy created herein.

Amy O'Neal



8:29 AM CDT
dotloop verified

IN WITNESS WHEREOF, the parties have hereunto executed this Contract in several counterparts, each of which has the same force and effect as an original the date and year first written above.

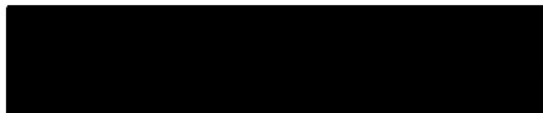
LANDLORD:

Brookridge Center, LLC

	dotloop verified 07/10/19 8:29 AM CDT W9KB-RPPU-F31F-ERIQ
	

TENANT:

Kelly Thoennes


--

an

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE #

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$150

Approved By: TLB

FILED

JUL 12 2019

Jesse White
Secretary of State

1. Limited Liability Company Name: BREATHEBLM LLC

2. Address of Principal Place of Business where records of the company will be kept:

1804 S HERSHEY RD UNIT 10

BLOOMINGTON, IL 61704

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

REGISTERED AGENTS, INC
1900 E GOLF RD STE 950A
SCHAUMBURG, IL 60173-5034

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

KELLY THOENNES

BLOOMINGTON, IL

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 12, 2019

KELLY M THOENNES

BLOOMINGTON, IL



**Bloomington / Normal
Food & Beverage Tax
Registration Form**

Illinois Business Tax (IBT) #: 09289-92352

Date Business started at this location (Month/Day/Year): 9-13-19 estimated open

Describe your type of Business: Restaurant

DBA Business Name: Breathe

Address: 1804 S. Hershey Rd Unit 10

Blm IL 61704

Contact: Kelly Thoennes

Phone: [REDACTED] Fax:

Email: [REDACTED]

Owner/Corporate Name:

(If different from above)

Address:

Contact:

Phone: Fax:

Email:

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.

Signature of Officer Empowered to Sign

Date

Kelly Thoennes Owner
Print Name and Title

7/10/19

Illinois BASSET

SELLER / SERVER CERTIFICATION

Trainee Name: Kelly Thoennes

Certificate #: 000016038895

Date of Completion: 07/19/2019

School Name:

360training.com dba Learn2Serve

I, 

certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.



Corporate Headquarters

6801 N. Capital of Texas Hwy, Bldg 1,
Suite 250, Austin, TX 78731
Phone: 877.881.2235

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, August 13, 2019 at 4:00 p.m., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of Breatheblm, LLC d/b/a Breathe, located at 1804 S. Hershey Rd., Unit 10, for a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol 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: August 2, 2019, Pantagraph Newspaper

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 11. Public Hearing on the Application of Breatheblm, LLC, d/b/a Breathe, located at 1804 S. Hershey Rd., Unit 10, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:18 p.m.

Kelly Thoennes, Owner of Breathe, was sworn in and then addressed the Commission. She gave the Commission a brief overview of the business model and the plans for the business. She would like to bring a fine dining restaurant to the southeast side of Bloomington. There will be a seating capacity of 45 to 60 seats with 8 seats around bar. Tuesdays through Saturday from 4:00 p.m. to 9:00 p.m. and Fridays through Saturdays from 4:00 p.m. to 10:00 p.m.

Commissioner Jordan confirmed that the location was next to Lucky Sevens and expressed concerns about obtaining a video gaming license. Ms. Thoennes confirmed the location and stated she had no interest in video gaming.

Commissioner Renner asked if there were any citizens who would like to speak for or against this application. None came forward.

Commissioner Renner opened the Public Hearing at 4:20 p.m.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to approve.

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 12. Public Hearing on the Application of Around the Corner II, Inc., d/b/a JP's Wheel & Ale House, located at 409 Hershey Rd., requesting a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:20 p.m.

Gary Biddle, owner of JP's Wheel & Ale House, was sworn in and then addressed the Commission. He gave the Commission a brief overview of the business model and the plans for the business. He stated he owns DR McKay's and mentioned it as a reference point. They are planning to do a more upscale version of DR McKay's food with a focus on pizza and chicken



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action on the Application of Around the Corner II, Inc., d/b/a JP's Wheel & Ale House, located at 409 Hershey Road, requesting a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

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

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Liquor Commission met on August 13, 2019 to consider the Application of Around the Corner II, Inc. d/b/a JP's Wheel & Ale House, to be located at 409 Hershey Road, for a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales), which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

The Liquor Commission voted 2-1 in favor of the application. Draft minutes of the Liquor Commission's Public Hearing are attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on August 2, 2019, a public notice was published in the Pantagraph. Three (3) courtesy copies of the Public Notice were mailed to the adjacent neighboring properties of Around the Corner II, Inc. d/b/a JP's Wheel & Ale House.

FINANCIAL IMPACT: The current annual license fee for a Class TAS 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.

COMMUNITY DEVELOPMENT IMPACT: N/A

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:



Tara Henry, Legislative Assistant

9/13/2019



Chris Tomerlin, Budget Manager

9/13/2019



George Boyle, Assistant Corporation Counsel

9/17/2019



Tara Henry, Legislative Assistant

9/17/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 4B JP's Wheel & Ale House Application_Redacted
- CLK 4C Public Notice JP's Wheel & Ale House Creation (TAS)
- CLK 4D Liq Com Minutes 08-19-19_DRAFT-JP's Wheel & Ale House

OFFICE USE ONLY

Submittal Date: 7/17/19

Renewal Type (A, SA): SA

Staff Initials: AM



Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Legal Name (Individual, Partnership, Corporation/LLC):	<u>AROUND THE CORNER II</u>
Doing Business As (D/B/A):	<u>JP's Wheel & Ale House</u>
Business Address:	<u>409 Nepshey</u>
City/State:	<u>Blm, IL</u>
Zip Code:	<u>61745</u>
Business Phone Number:	<u>N/A</u>
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: DON JONES Phone Number: [REDACTED]

Address: [REDACTED] City/State: Blm IL Zip Code: [REDACTED]

Alternate Contact:
Name: GARY Biddle Phone Number: [REDACTED]

Address: [REDACTED] City/State: Heyworth IL Zip Code: [REDACTED]

Manager:

Name: STEVE PROMENSCHENKE Phone Number: [REDACTED]

Address: [REDACTED] City/State: Blm Zip Code: [REDACTED]

FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150
Franchise Tax: \$ 25
Total: \$175

File #: [REDACTED]

Approved By: BLA

FILED
JUL 10 2019

Jesse White
Secretary of State

1. Corporate Name: AROUND THE CORNER II INC.

2. Initial Registered Agent: JOHNSON LAW GROUP, LLC

First Name	Middle Initial	Last Name
Initial Registered Office: <u>115 W. FRONT STREET</u>		
<u>BLOOMINGTON</u>	<u>IL</u>	<u>61701</u>
City	State	ZIP Code
		<u>McLEAN</u>
		County

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>COMMON</u>	<u>10000</u>	<u>1000</u>	<u>\$ 1000</u>

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated JULY 10, 2019 [REDACTED]
Month & Day Year Street
GARY BIDDLE HEYWORTH IL [REDACTED]
Name City/Town State ZIP Code

July 15, 2019

City of Bloomington
109 E Olive Street
Bloomington, IL 61701

RE: Liquor Insurance

Snyder & Snyder Agency, Inc. will be providing the DRAM shop Liquor Liability Coverage for Around the Corner Pub II, Inc. 409 N Hershey Bloomington, IL 61704 when they open for business.

Sincerely,

Christina Larson

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

LICENSE AND PERMIT BOND

Bond Number

KNOW ALL PERSONS BY THESE PRESENTS, that we Around the Corner Pub II, Inc.
409 N Hershey Bloomington, IL 61704
as Principal, and Old Republic Surety Company organized under the
laws of the state of Wisconsin, as Surety, are held and firmly bound unto
City of Bloomington of Bloomington, IL
as Obligor in the sum of Two Thousand Dollars (\$ 2,000.00),
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligor for a license to or permit as a
Liquor Sales

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal
shall indemnify said Obligor against all loss which the Obligor may be subject by reason of said Principal's non-
compliance caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the
above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days of notice in writing of its
intentions to do so to said Obligor; and provided further, that nothing herein shall affect any rights or liabilities
which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved
of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligor.

The term of this bond is for a period commencing July 15, 2019
and terminating July 15, 2020 provided, however, this bond may be
continued from year to year by continuation certificate executed by said Surety.

Signed, sealed and dated the 15th day of July, 2019.

Around the Corner Pub II, Inc.

Principal

By: _____

Old Republic Surety Company

Surety

By: Elise Faust
Attorney-in-Fact





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
Elise Faust of Brookfield, WI.

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 7/15/2019 12:00:00 AM

Bond Number [REDACTED] Bond Amount: Two Thousand Dollars \$2,000.00

Principal Name: Around the Corner Pub II, Inc.

Obligee Name: City of Bloomington of Bloomington, IL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of July, 2019.

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 15th day of July, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: 09/28/2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0402385



Signed and sealed at the City of Brookfield, WI this 15th day of July, 2019.

Assistant Secretary

ORSC 22282 (3-06)

SNYDER & SNYDER AGENCY, INC.



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) TA & 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) BAR / RESTAURANT
3. State the significance of a liquor license to your establishment, present or future:
Very Important People like to have a drink
during, after dinner, to relax, to be relax
4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Sales Tax Revenue / An inexpensive nice place to eat & drink
5. Upon what facts do you base your answers to the previous question? We own
D. R. McKays Bar & Grill
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: Karaoke, Trivia
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? We will be selling food during most open hours

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: VIDEO GAMING WHEN AVAILABLE)
 Y ☐ N ☒ Miscellaneous* (If yes, which type: _____)

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

AMUSEMENT

Type	Description
<u>Auto Amusement Devices</u>	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.
<u>Musical Devices</u>	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.
<u>Theatre</u>	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
<u>Sidewalk Cafe</u>	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.
<u>Video Gaming</u>	Currently Not Available; See City Code Chapter 7 Article XIII

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 409 N. Hershey City/State: Blm FL Zip: 61704

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	6 Am	Monday:	1 Am
Tuesday:	6 Am	Tuesday:	1 Am
Wednesday:	6 Am	Wednesday:	2 Am
Thursday:	6 Am	Thursday:	1 Am
Friday:	6 Am	Friday:	2 Am
Saturday:	6 Am	Saturday:	2 Am
Sunday:	9 Am	Sunday:	1 Am

3. What type or types of building(s) adjoin the establishment? NONE
GAS station across street - Mexican Rest NEXT DOOR
- 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? GAS station across street
Bank across street - Rest NEXT DOOR
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): 2 WAY 4 LANE Hershey
2 WAY 2 LANE Eastland Drive
5. How much additional traffic do you expect the establishment with a liquor license to generate? NONE, Build was previously a Hooters Rest.
6. Describe on and off street parking facilities to handle traffic anticipated:
Building has full parking lot I don't think there is
on street parking available
7. How many establishments with liquor licenses are located within the immediate area of your establishment? Mexican Rest, Hucks, Rob Dobs Steak House,
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? High Demand, Busy street
9. Upon what facts do you base your answer to the previous question?
WE OWN & HAVE LIC. AT D.R. McKays 1 Block
DOWN street

RESPONSIBILITY:

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

DR McKays

- 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? once at Greehouse Lounge 7 years ago

DATED this July day of 15, 20 19.

SIGNED:

GARY Biddle
Printed Name
[Redacted]
Signature
VP. & Sec
Title
[Redacted]
Address
Heyworth IL
City/State/Zip Code

Donald Jones
Printed Name
[Redacted]
Signature
President / Treasurer
Title
[Redacted]
Address
Bloomington / IL
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 1A & 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:

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: 7-10-19

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: GARY Biddle

Title: VP + Sec

Address: [REDACTED]

City/State/Zip: Heyworth IL [REDACTED]

Name: DON JONES

Title: Pres

Address: [REDACTED]

City/State/Zip: Blm IL [REDACTED]



3. Location and description of the premises or place of business to be operated under this license: 409 Hershey Bldg IL 61204 (The Old Posters Building)

4400 sq ft Separate Building on lot

a. Legal Name: AROUND THE CORNER II

b. D/B/A: ~~JP's Wheel & Ale House~~ JP's Wheel & Ale House

-- 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: GARY Biddle

Term of Lease: 5 yrs 10-1-19 to 9-30-24 4 options

Address: [REDACTED]

City/State/Zip: Heyworth IL [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 15 day of July, 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

<u>AROUND THE CORNER II</u>	
Corporate Name	
<u>DON JONES</u>	
Printed Name of President	Signature of President
ATTEST	
<u>GARY BIDDLE</u>	
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

UPDATED 02/2019

27



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:

ARWIND THE CORNER II JP's Wheel & Ale House
NAME OF APPLICANT

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

1. A CLASS 1A 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 15 day of July, 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

AROUND THE CORNER II	
Corporate Name	
_____	_____
DON JONES	[REDACTED]
Printed Name of President	Signature of President
ATTEST	
_____	_____
GARY BIDDLE	[REDACTED]
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

Section 1 - Individual Information (Please type or print legibly)

Name:	GARY Biddle
Address:	[REDACTED]
City, State & Zip Code:	Hwy 100 IL [REDACTED]
Personal Phone Number:	[REDACTED]
Position or Occupation:	1/2 OWNER D.R. McKays Bar & Grill
Length of Employment:	5 YRS
Business Name:	D.R. McKays
Business Address:	[REDACTED]
City, State & Zip Code:	BLM IL [REDACTED]
Business Phone Number:	[REDACTED]

Section 2 - Other Party Information (Please type or print legibly)

Name:	Donald Jones
Address:	[REDACTED]
City, State & Zip Code:	Bloomington IL [REDACTED]
Personal Phone Number:	[REDACTED]
Position or Occupation:	1/2 OWNER DR McKays Bar & Grill
Length of Employment:	5 years
Business Name:	DR McKays Bar and Grill
Business Address:	[REDACTED]
City, State & Zip Code:	Bloomington IL [REDACTED]
Business Phone Number:	[REDACTED]

DON JONES

Section 3 - Statement of Financial Condition as of 7/17, 2019.
(Please type or print legibly)
If none, type N/A

ASSETS (Do not include assets of doubtful value)	IN DOLLARS (Omit Cents)	LIABILITIES	IN DOLLARS (Omit Cents)
Cash on hand		Notes Payable to Banks (See Schedule E)	
Cash in banks		Notes Payable to Other Institutions (See Schedule E)	
U.S. Government & Marketable Securities (See Schedule A)		Due To Brokers	
Nonmarketable Securities (See Schedule B)		Amounts Payable to Others - Secured	
Securities Held by Broker in Margin Accounts		Amounts Payable to Others - Unsecured	
Restricted, Control, Or Margin Account Stocks		Accounts and Bills Due	
Real Estate Owned (See Schedule C)		Unpaid Income Tax	
Accounts, Loans, and Notes Receivable		Other Unpaid Income Tax	
Automobiles		Real Estate Mortgages Payable (See Schedules C & E)	
Other Personal Property		Other Debts (Car Payments, Credit Cards, Etc.) - Itemize	
Cash Surrender Value - Life Insurance (See Schedule D) If Applicable			
Other Assets - Itemize (See Schedule F)			
		Total Liabilities	
		Total Net Worth	
Total Assets		Total Liabilities & Net Worth	



DON
JONES

SCHEDULE B
Non-Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value

SCHEDULE C
Residences and Other Real Estate (Partially or Wholly Owned)

Address & Type of Property	Title in Name of	% of Ownership	Date Acquired	Cost	Market Value	Monthly Payment	Mortgage Amount	Mortgage Maturity
Residences	Don Jones							
Residences								
Other:								
Other:								

SCHEDULE D
Life Insurance Carried, Including Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary & Relationship	Face Amount	Policy Loans	Cash Surrender Value
State Farm	Don Jones				
Lincoln Benefit	Don Jones				

SCHEDULE E
Bank & Other Institutional Relationships

Name & Address of Creditor	Original Loan/Line Amount	Date of Loan	Maturity Date	Unsecured or Secured (List Collateral)	Amount Owed

DON JONES

Section 4

(Please type or print legibly)

If none, type N/A

Annual Income for Year Ended 20 <u>18</u>	\$\$\$	Annual Expenditures	\$\$\$	Contingent Liabilities	Y / N (Circle)	Estimated Amounts
Salary, Bonuses & Commissions		Mortgage/Rental Payments		Do you have any?		\$
Dividends & Interest		Real Estate Taxes & Assessments		Contingent Liabilities		\$
Real Estate Income		Taxes (Federal, State, & Local)		(As endorser, co-maker or guarantor? on leases? on contracts?)		\$
Other Income		Other Contract Payments (Car Payments, Charge Cards, Etc.)		Involvement in pending legal actions?		\$
(Alimony, Child Support or Separate Maintenance Income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)		Alimony, Child Support, & Maintenance		Other special debt or circumstances?		\$
		Other Expenses		Contested income tax liens?		\$
				If "yes" to any questions please describe		
Total Income:		Total Expenditures		Total Contingent Liabilities		\$

(COMPLETE SCHEDULES AND SIGN)

--- Attach an additional page if more space is needed. ---

SCHEDULE A

U.S. Government & Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value

GARY
Bodde

Section 4

(Please type or print legibly)

If none, type N/A

Annual Income for Year Ended 20 ____	\$\$\$	Annual Expenditures	\$\$\$	Contingent Liabilities	Y / N (Circle)	Estimated Amounts
Salary, Bonuses & Commissions		Mortgage/Rental Payments		Do you have any?		\$
Dividends & Interest		Real Estate Taxes & Assessments		Contingent Liabilities		\$
Real Estate Income		Taxes (Federal, State, & Local)		(As endorser, co-maker or guarantor? on leases? on contracts?)		\$
Other Income		Other Contract Payments (Car Payments, Charge Cards, Etc.)		Involvement in pending legal actions?		\$
(Alimony, Child Support or Separate Maintenance Income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)		Alimony, Child Support, & Maintenance		Other special debt or circumstances?		\$
		Other Expenses		Contested income tax liens?		\$
				If "yes" to any questions please describe		
Total Income:		Total Expenditures		Total Contingent Liabilities		\$

(COMPLETE SCHEDULES AND SIGN)

--- Attach an additional page if more space is needed. ---

SCHEDULE A

U.S. Government & Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value



GARY
Biddle

SCHEDULE B
Non-Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value
N/A				

SCHEDULE C
Residences and Other Real Estate (Partially or Wholly Owned)

Address & Type of Property	Title in Name of	% of Ownership	Date Acquired	Cost	Market Value	Monthly Payment	Mortgage Amount	Mortgage Maturity
Home Residences	G. Biddle							
Condo 1 Residences	G. Biddle							
Other: Apt Building	G. Biddle							
Other: Condo 2	G. Biddle							
Other: Commercial Building	G. Biddle							

SCHEDULE D
Life Insurance Carried, Including Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary & Relationship	Face Amount	Policy Loans	Cash Surrender Value

SCHEDULE E
Bank & Other Institutional Relationships

Name & Address of Creditor	Original Loan/Line Amount	Date of Loan	Maturity Date	Unsecured or Secured (List Collateral)	Amount Owed
US BANK					
VETERANS PARKING					
BLM IL					

Property List of Addresses



GARY Biddle

Section 3 - Statement of Financial Condition as of 7-10, 2019.
 (Please type or print legibly)
 If none, type N/A

ASSETS (Do not include assets of doubtful value)	IN DOLLARS (Omit Cents)	LIABILITIES	IN DOLLARS (Omit Cents)
Cash on hand		Notes Payable to Banks (See Schedule E)	
Cash in banks		Notes Payable to Other Institutions (See Schedule E)	
U.S. Government & Marketable Securities (See Schedule A)		Due To Brokers	
Nonmarketable Securities (See Schedule B)		Amounts Payable to Others - Secured	
Securities Held by Broker in Margin Accounts		Amounts Payable to Others - Unsecured	
Restricted, Control, Or Margin Account Stocks		Accounts and Bills Due	
Real Estate Owned (See Schedule C)		Unpaid Income Tax	
Accounts, Loans, and Notes Receivable		Other Unpaid Income Tax	
Automobiles		Real Estate Mortgages Payable (See Schedules C & E)	
Other Personal Property		Other Debts (Car Payments, Credit Cards, Etc.) - Itemize	
Cash Surrender Value - Life Insurance (See Schedule D) If Applicable			
Other Assets - Itemize (See Schedule F)			
		Total Liabilities	
		Total Net Worth	
Total Assets:		Total Liabilities & Net Worth	



GARY
BIDDLE

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/ Title in the Business	Total Assets of Business	Line of Business	Years in Business
D.R. McKays 909 Hendry Rd Bm	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SUN Bid LLC Real Estate only						
Font St. Bm IL						

DATED this 10 day of July, 20 19.

Individual

Other Party

[REDACTED]

[REDACTED]

Social Security Number

Social Security Number

[REDACTED]

[REDACTED]

Date of Birth

Date of Birth

GARY BIDDLE

Donald Jones

Printed Name

Printed Name

[REDACTED]

[REDACTED]

Signature

Signature



**Bloomington / Normal
Food & Beverage Tax
Registration Form**

Illinois Business Tax (IBT) #: *Applied for 566 North 3rd Street PEIN - 84-2364647*

Date Business started at this location (Month\Day\Year): *Not open yet Around 10-1-19* *possibly*

Describe your type of Business: *BAR/Resturant*

DBA Business Name: ~~*Bar & Grill*~~ JP's Wheel & Ale House

Address: *409 Hershey Rd.
Bloomington, IL 61704*

Contact: *GARY Biddle*

Phone: [REDACTED] Fax:

Email: [REDACTED]

Owner/Corporate Name: *AROUND THE CORNER IF* dba: JP's Wheel & Ale House
(if different from above)

Address: *409 Hershey Rd
Bloomington, IL 61704*

Contact: *SAME AS ABOVE*

Phone: *SAME AS ABOVE* Fax:

Email: *SAME AS ABOVE*

Please check here to have all correspondence mailed to corporate address instead of the physical address. ☐

Type of Organization: *BAR/Resturant*
☐ Sole Proprietorship ☐ Partnership
☒ Corporation ☐ LLC
☐ Other _____

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.

[Signature]
Signature of Officer Empowered to Sign

7-10-19
Date

GARY Biddle VP & Sec
Print Name and Title



Illinois Department of Revenue

REG-1 Illinois Business Registration Application

Register faster using **MyTax Illinois**, our online account management program, available at mytax.illinois.gov. If you have questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at 217 785-3707.

Step 1: Identify your business or organization

1 Federal employer identification number (FEIN)

FEIN: [REDACTED]

Proprietorships must provide the Social Security number (SSN) under which taxes will be filed.

SSN: [REDACTED]

2 Legal business name:

Around the Corner II Inc.

3 Doing-business-as (DBA), assumed, or trade name, if different from Line 2:

4 Primary or legal business address:

Street address - No PO Box number [REDACTED] Apartment or suite number [REDACTED]
City [REDACTED] State [REDACTED] ZIP [REDACTED]

If you have other locations in Illinois from where you do business, complete and attach Schedule REG-1-L.

5 Mailing address if different from the address above:

In-care-of name [REDACTED]

Street address or PO Box number [REDACTED] Apartment or suite number [REDACTED]
City [REDACTED] State [REDACTED] ZIP [REDACTED]

6 Check the organization type that applies to you:

☐ Proprietorship

Check if owned by a married couple or civil union

☐ Partnership

☐ Trust or estate

☐ Corporation*

☒ S Corp (Subchapter S Corporation)*

*Is your corporation publicly traded? Yes No

If yes, provide the ticker symbol [REDACTED]

☐ Governmental unit

☐ Not-for-profit organization

☐ LLC - Corporation

☐ LLC - Partnership

☐ LLC - Single member Check if disregarded

If you are applying to be a Scholarship Granting Organization under the Invest in Kids Act of 2017, you must apply online using MyTax Illinois, available at mytax.illinois.gov.

7 Illinois Secretary of State identification number:

8 Is your business part of a unitary group? Yes No

If "Yes", provide the FEIN of your designated agent (the entity responsible for filing your Illinois income tax return):

FEIN: [REDACTED]

9 Identify a contact person regarding your business.

Name: Gary Biddle Title: President

Phone: [REDACTED] Ext.: [REDACTED]

FAX: () -

Email address: [REDACTED]

Step 2: Identify your owners and officers - If you need to identify more, attach Schedule REG-1-O.

10 Identification depends on the organization type you selected in Step 1, Line 6 (proprietorship - owner(s); partnership - general partners; non-publicly traded corporation - president, secretary, and treasurer; publicly traded corporation - chief operating officer and chief financial officer; trust or estate - trustee(s) or executor(s); governmental unit - one contact person; not-for-profit organization - president, secretary, or treasurer; limited liability company - managers and members). For each individual or business required, complete the following information.

Individuals: (include Social Security number (SSN))

a Gary Biddle

Name [REDACTED] Title [REDACTED]

Home address - No PO Box number [REDACTED] City [REDACTED] State [REDACTED] ZIP [REDACTED]

Date of birth [REDACTED] Phone [REDACTED]

Ownership percentage: [REDACTED]

Social Security number [REDACTED]

b Donald A. Jones

Name [REDACTED] Title [REDACTED]

Home address - No PO Box number [REDACTED] City [REDACTED] State [REDACTED] ZIP [REDACTED]

Date of birth [REDACTED] Phone [REDACTED]

Ownership percentage: [REDACTED]

Social Security number [REDACTED]

c

Name [REDACTED] Title [REDACTED]

Home address - No PO Box number [REDACTED] City [REDACTED] State [REDACTED] ZIP [REDACTED]

Date of birth [REDACTED] Phone [REDACTED]

Ownership percentage: [REDACTED]

Social Security number [REDACTED]

d

Name [REDACTED] Title [REDACTED]

Home address - No PO Box number [REDACTED] City [REDACTED] State [REDACTED] ZIP [REDACTED]

Date of birth [REDACTED] Phone [REDACTED]

Ownership percentage: [REDACTED]

Social Security number [REDACTED]

Businesses: (include federal employer identification number (FEIN))

a

Name [REDACTED] FEIN [REDACTED]

Legal address [REDACTED]

City [REDACTED] State [REDACTED] ZIP [REDACTED]

Ownership percentage: [REDACTED]

Phone [REDACTED]

b

Name [REDACTED] FEIN [REDACTED]

Legal address [REDACTED]

City [REDACTED] State [REDACTED] ZIP [REDACTED]

Ownership percentage: [REDACTED]

Phone [REDACTED]





This Certificate of Completion is to Certify that

Donald Jones

has met all training requirements and successfully completed the following course and/or exam:

Illinois BASSET Responsible Beverage Server Training

Date of Completion: December 18, 2015
Expiration Date: December 17, 2018

State Student ID: 26718
Course-Exam Provider Number: 5A-0279646

BASSET-Thermlacour is approved by the Illinois Liquor Control Commission. Your training information has been submitted to the Illinois Liquor Control Commission. This is a temporary certificate and your official BASSET certification card will be mailed to you directly from them.

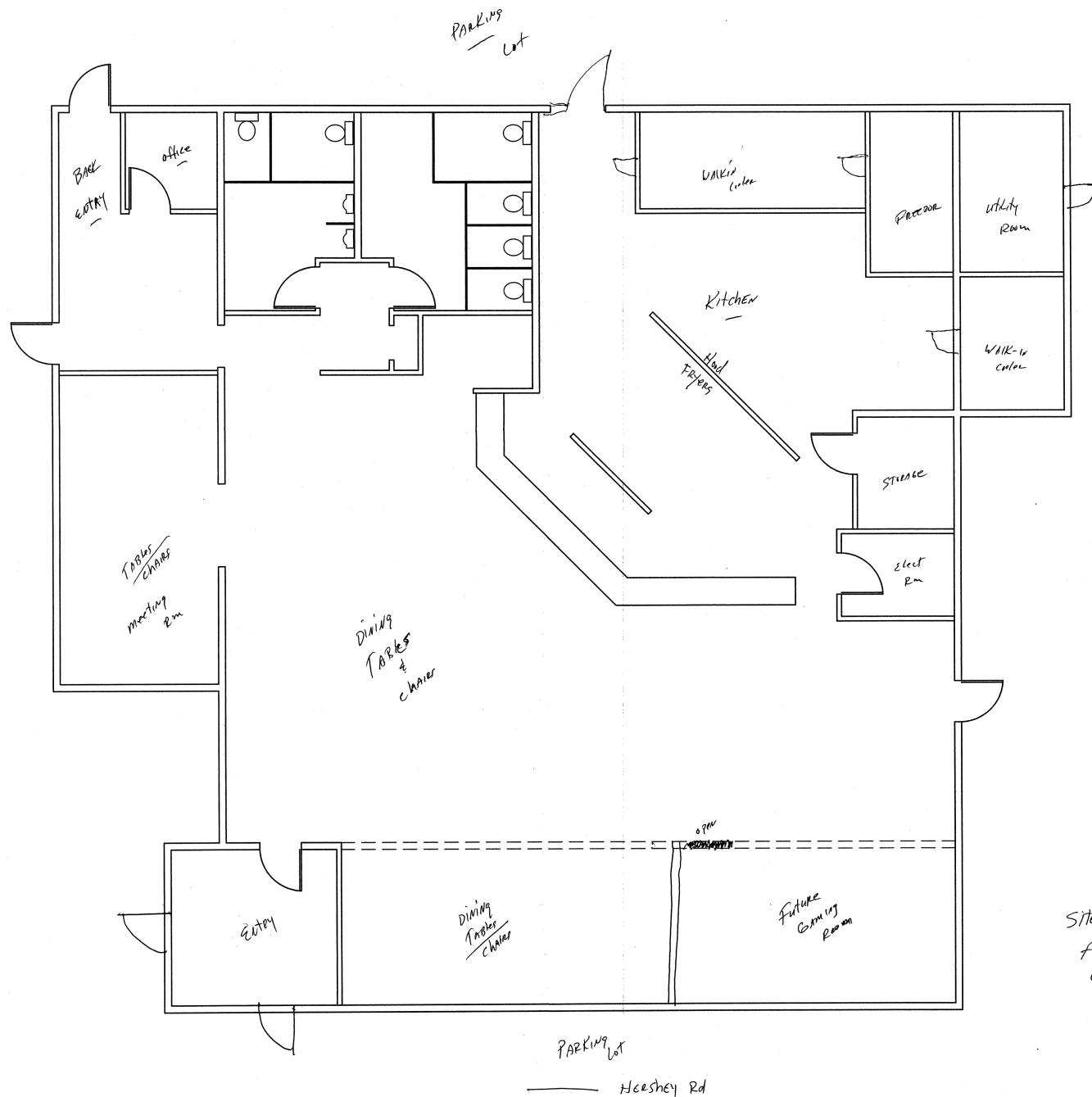
Kelly Bailey

Authorized Signature

Divvy's Learning, Inc.
1101 Arroyo Point Drive, Suite 102
Cedar Park, TX 78613

Airport property

dba: JP's Wheel & Ale House



SITE/FLOOR PLAN
for
409 N HERSHEY

JP's Wheel & Tire House

Certificate of Completion



DONALD JONES

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 12/12/2018
from the American Safety Council.

A handwritten signature in blue ink, appearing to read "Jeff Pairan".

Jeff Pairan

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, August 13, 2019 at 4:00 p.m., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of Around the Corner II, Inc. d/b/a JP's Wheel & Ale House, located at 409 Hershey Rd., for a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol 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: August 2, 2019, Pantagraph Newspaper

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 11. Public Hearing on the Application of Breatheblm, LLC, d/b/a Breathe, located at 1804 S. Hershey Rd., Unit 10, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:18 p.m.

Kelly Thoennes, Owner of Breathe, was sworn in and then addressed the Commission. She gave the Commission a brief overview of the business model and the plans for the business. She would like to bring a fine dining restaurant to the southeast side of Bloomington. There will be a seating capacity of 45 to 60 seats with 8 seats around bar. Tuesdays through Saturday from 4:00 p.m. to 9:00 p.m. and Fridays through Saturdays from 4:00 p.m. to 10:00 p.m.

Commissioner Jordan confirmed that the location was next to Lucky Sevens and expressed concerns about obtaining a video gaming license. Ms. Thoennes confirmed the location and stated she had no interest in video gaming.

Commissioner Renner asked if there were any citizens who would like to speak for or against this application. None came forward.

Commissioner Renner opened the Public Hearing at 4:20 p.m.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to approve.

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 12. Public Hearing on the Application of Around the Corner II, Inc., d/b/a JP's Wheel & Ale House, located at 409 Hershey Rd., requesting a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:20 p.m.

Gary Biddle, owner of JP's Wheel & Ale House, was sworn in and then addressed the Commission. He gave the Commission a brief overview of the business model and the plans for the business. He stated he owns DR McKay's and mentioned it as a reference point. They are planning to do a more upscale version of DR McKay's food with a focus on pizza and chicken

dinners. They will be offering delivery, more dinner items, pizza buffet for the quick lunch crowd, and eventually breakfast. He stated they are remodeling the establishment and it will hold approximately 140 patrons with 25 seats in bar and the availability to have up to 40 with standing availability.

Commissioner Renner inquired about the intentions of applying for a video gaming license. Mr. Biddle responded stating they would be applying but, the license would not be vital to business. He also intends to have a dart machine and a golf game as additional sources of entertainment for patrons.

Mr. Biddle continued by stating he chose a tavern license because of the pricing of menu items and pricing structure but, they intend to sell more food than liquor. He also mentioned they found with DR McKay's the food sales verses beverage sales were very close.

Commissioner Powell confirmed the hours of operation with Mr. Biddle as 6:00 a.m. to 1:00 a.m. Monday through Thursday and 6:00 a.m. to 2:00 a.m. Friday through Sunday.

Commissioner Jordan multiple expressed concerns video gaming and the classification of the requested liquor license. He stated DR McKay's relies heavily on the video gaming revenue and is concerned that JP's Wheel and Ale House will do the same since with a tavern license there is no incentive to for food sales. He recommended the owner reapply for a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license. Mr. Biddle responded stating his reasonings again for selecting a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license.

Commissioner Renner asked Greg Moredock, Attorney with Sorling Northrup, if a restaurant has a Class RAS license, would they have to adhere to the 51% food sales every month. Mr. Moredock stated they typically review a three-month period for food and beverage sales.

Commissioner Powell expressed concerns about the age limit of patrons allowed to be served with a Class TAS license especially if breakfast would be served. Discussion was had by the Commission.

Commissioner Renner stated the seating suggests a restaurant over a tavern and asked for a comparison to DR McKay's seating. Mr. Biddle stated most of the seating is in front of the bar with 20 seats at the bar and 40 seats in front of the bar with a total of 60 seats available.

Commissioner Jordan expressed strong concern again on the potential to obtain a video gaming license and the classification of the requested liquor license. He stated he is not in favor of the tavern liquor license.

Commissioners Renner and Jordan asked Mr. Moredock if the applicant reapplied for a Class RAS liquor license, what would the process be. Mr. Moredock stated the item would need to come back before the Liquor Commission at the next scheduled meeting if a special meeting was not held.

Commissioner Powell stated she is in favor of the license type but feels that it will restrict the age range of the clientele.

Commissioner Renner asked if there were any citizens who would like to speak for or against this application. None came forward.

Commissioner Renner closed the Public Hearing at 4:43 p.m.

Commissioner Powell made a motion, seconded by Commissioner Renner, to approve as is and send to the City Council for approval.

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

Ayes: Commissioners Renner and Powell.

Nays: Jordan.

Motion carried.

The following was presented:

Item 13. Consideration and action on the first appearance for Violation Citation of Fiesta Ranchera of West Bloomington, Inc., d/b/a Fiesta Ranchera #6, located at 1041 JC Parkway, for violating Section 26(a) of Chapter 6 of the Bloomington City Code prohibiting the sale of alcohol to a minor, as requested by the Legal Department.

Greg Moredock, Attorney with Sorling Northrup, explained the business paid the \$600.00 fine.

The following was presented:

Item 14. Consideration and action on the first appearance for Violation Citation of The Olive Garden Italian Restaurant, d/b/a Olive Garden Italian Restaurant #1414, located at 1701 E Empire Street, for violating Section 26(a) of Chapter 6 of the Bloomington City Code prohibiting the sale of alcohol to a minor, as requested by the Legal Department.

Greg Moredock, Attorney with Sorling Northrup, explained the business paid a \$600.00 fine.

The following was presented:

Item 15. Consideration and action on the first appearance for Violation Citation of BayMT, Inc., d/b/a Western Tap, located at 1301 N. Western Avenue, for violating Section 26(a) of Chapter 6 of the Bloomington City Code prohibiting the sale of alcohol to a minor, as requested by the Legal Department.

Greg Moredock, Attorney with Sorling Northrup, explained the business paid a \$600.00 fine.

The following was presented:

Item 16. Consideration and action on the first appearance for Violation Citation of TVEO Corporation, d/b/a Eric's Too, located at 921 Maple Hill Road, for violating Section 26(a) of Chapter 6 of the Bloomington City Code prohibiting the sale of alcohol to a minor, as requested by the Legal Department.

Greg Moredock, Attorney with Sorling Northrup, explained the business paid a \$600.00 fine.

The following was presented:

Item 17. Consideration and action on the first appearance for a Complaint and Citation of PSM Shell, Inc., d/b/a PSM Shell, located at 2401 E. Oakland, Suite As, for violating Chapter 6, Section 37(e)(12) of the Bloomington City Code for failure to pay City of Bloomington Motor Fuel taxes for the month of May, 2019, as requested by the Legal Department.

Greg Moredock, Attorney with Sorling Northrup, explained the business paid the \$8,312.31 in taxes as well as a \$600.00 fine.



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: Public Works

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Mississippi Lime Company for supply and delivery of granulated quicklime and liquid calcium hydroxide, as a limited source, for water treatment purposes, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a contract with Mississippi Lime Company, as a limited source, to provide the City of Bloomington with granular quicklime and liquid calcium hydroxide.

Mississippi Lime Company was chosen as a limited source supplier after experiencing consistently unacceptable performance with lime obtained from other suppliers. The last time the City obtained lime from a different vendor was in 2007. When the product from a different vendor was delivered and used by the Department, the product did not meet the City's specification and the material caused operational water treatment problems. Additionally, other suppliers have been tried in past years with similar results. This has generally led to serious equipment problems, extensive clean-up efforts, water quality degradation and overall higher treatment costs.

Quicklime

The initial term for quicklime is October 1, 2019 through April 30, 2020, in the amount of \$205.55 per ton plus a fuel surcharge (FSC) and the second-year pricing of \$212.00 per ton plus FSC from May 1, 2020, through April 30, 2021. The initial term of October 1, 2019, through April 30, 2020, will allow the Department to align the contract for granular quicklime with the City's fiscal year. Currently, the Department is paying \$199.20 plus FSC per ton. Please see chart below for the unit increase cost per ton.

Contract Terms	Unit Cost per Ton	% Increase Over Previous Year
Current Contract	\$199.20 + FSC	N/A
Oct. 1, 2019 - April 30, 2020	\$205.55 + FSC	3.19% increase
May 1, 2020 - April 30, 2021	\$212.00 + FSC	3.14% increase

Granular quicklime is an essential water treatment chemical that is used in the water treatment process at the water purification plant. Lime is used as a water softening agent in water treatment plants that have source water with high levels of calcium and magnesium, two elements that cause water to be characterized as “hard.” Lime is mixed with water in the water treatment facility and this solution is then added to the water to be treated. The lime causes the calcium and magnesium in the source water to settle out of the water. The quality of quicklime can vary due to the variations in the raw ingredient, limestone.

In addition, the Department is requesting to purchase Liquid Calcium Hydroxide 40%, if needed, from Mississippi Lime Company at the quoted unit price. The initial term for liquid calcium hydroxide is October 1, 2019, through April 30, 2020, in the amount of \$295.00 per ton plus shipping and the second-year pricing of \$295.00 per ton plus shipping from May 1, 2020, through April 30, 2021. The initial term of October 1, 2019, through April 30, 2020, will allow the Department to align the contract for liquid calcium with the City’s fiscal year.

Liquid Calcium Hydroxide

Contract Terms	Unit Cost per Ton	% Increase Over Previous Year
Current Contract	\$275.00	N/A
Oct. 1, 2019 - April 30, 2021	\$295.00	7.27% increase

The liquid calcium hydroxide purchase authorization allows the Department to procure the product quickly in the event of any potential problems or maintenance activities with our granular quicklime conveyance and slaking equipment. The product is more expensive than dry granular product but can be fed directly into the treatment plant in the event of a shutdown of our regular dry lime system. Staff does not anticipate purchasing more than one or two truckloads per year under ordinary circumstances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget for this purchase under the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2020 Budget Book titled “Other Funds & Capital Improvement” on page 121. Staff estimates the cost of granular quicklime to be approximately \$400,000 for the initial term of the contract October 1, 2019 through April 30, 2020, \$205.55 per ton and fuel surcharge, and approximately \$540,000 from May 1, 2020 through April 30, 2021. Staff estimates the cost of Liquid Calcium Hydroxide 40% to be approximately \$35,000 for the initial term of the contract October 1, through April 30, 2020 at \$295.00 per dry ton plus shipping and approximately \$45,000 from May 1, 2020 through April 30, 2021 at \$295.00 per ton plus shipping. Staff will budget the appropriate amount in each of the future fiscal years of the contract if approved.

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:

Carla Murillo

Carla Murillo, Procurement Manager

9/17/2019

Jim Karch

Jim Karch, Director of Public Works

9/17/2019

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/18/2019

Jeff Jurgens

Jeff Jurgens, Corporation Counsel

9/18/2019



Tara Henry, Legislative Assistant

9/19/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Contract Quicklime 09232019
- PW 3C Quote Quicklime 09232019
- PW 3D Fuel Surcharge Rate Sheet Quicklime 09232019
- PW 3E LSJ Letter Quicklime 09232019
- PW 3F Lime Report Quicklime 09232019
- PW 3G Certificate of Liability Insurance Quicklime 09232019
- PW 3H LSJF Quicklime 09232019

CITY OF BLOOMINGTON
CONTRACT WITH
Mississippi Lime Company
FOR

Granular Quicklime and Liquid Chlorine Hydroxide

THIS AGREEMENT, dated this 23rd day of September, 2019, is between the City of Bloomington (hereinafter "CITY") and Mississippi Lime Company (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of \$ _____; or ☒ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

Section 7. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. Prevailing Wage. The following shall apply to this contract:

- ☒ This contract is not for a "public work" and therefore Prevailing Wage does not apply. *Initial:* _____ (City) _____ (CONTRACTOR)
- ☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

- ☐ Until all of the services and/or deliverables required to provided within this Contract are completed.
- ☐ 8da_ ane /#fi year from the date of execution.
- ☐ 8da_ fwo /\$fi years from the date of execution.
- ☒ Other: October 1, 2019 to April 30, 2021 at the prices agreed upon in Exhibit
B and based on satisfactory material quality as determined by the City.

The Contract shall also be subject to the following renewal terms, if any: Not Applicable

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

Mississippi Lime Company

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Supply and deliver Granular Quicklime, in bulk, as needed.

Supply and deliver Liquid Calcium Hydroxide, in bulk, as needed.

EXHIBIT B
FEES / COMPENSATION

For Granular Quicklime in bulk

October 1, 2019 to April 30 2020 - \$205.55 per ton plus a fuel surcharge

May 1, 2020 to April 30 2021 - \$212.00 per ton plus a fuel surcharge

For Liquid Calcium Hydroxide 40% in bulk

October 1, 2019 to April 30, 2021 - \$295.00 per ton. Spot freight rates will be added if needed.



Discovering what's possible with calcium

3870 S. Lindbergh Blvd., Suite 200, St. Louis, MO 63127
(800) 437-5463 • Fax (314) 543-6574

September 15, 2019

Mr. Joe Darter
City of Bloomington WTP
P.O. Box 160A, R.R. 1
Hudson, IL 61748

Dear Joe:

Mississippi Lime Co. is pleased to submit the following 2-year proposal for your 2019 / 2020 and 2020/21 quicklime requirements.

Product: Granular Quicklime, in bulk

- Current price (\$199.20 + FSC*) expiring 9/30/19
- 1st Year Price (\$205.55 + FSC*) from 10/01/19 – 4/30/20
- 2nd Year Price (\$212.00+ FSC*) from 5/01/20 – 4/30/21

*same FSC Table as has been used historically

Liquid Calcium Hydroxide (LCH) 40%, in bulk

- 1st and 2nd Year Price \$295.00** / dry ton
- FOB Saint Genevieve, MO

**If needed spot freight rates will be added

Payment Terms: Net 30 days from date of invoice

This quotation is valid for 30 days from the date above.

We sincerely thank you for your business and appreciate the opportunity to be your supplier of high-quality quicklime. Please feel free to contact me with any questions.

Regards,

Chris Smoot
Regional Sales Manager
Mississippi Lime Company
(773) 294-0652



Discovering what's possible with calcium

3870 S. Lindbergh Blvd., Suite 200, St. Louis, MO 63127
(800) 437-5463 • Fax (314) 543-6574

FUEL SURCHARGE RATE SHEET

The fuel surcharge applies to all Shipper locations in which Mississippi Lime pays the freight.

The price of fuel shall be determined by the Department of Energy (DOE). The Midwest average will be used to determine pricing.

The DOE price average will be calculated on the previous month that will determine the fuel surcharge rate adjustment. The fuel adjustment will be applicable the 1st day of the month.

The following table for fuel adjustment will apply.

\$1.250 to \$1.315	1%	\$2.834 to \$2.899	25%
\$1.316 to \$1.381	2%	\$2.900 to \$2.965	26%
\$1.382 to \$1.447	3%	\$2.966 to \$3.031	27%
\$1.448 to \$1.513	4%	\$3.032 to \$3.097	28%
\$1.514 to \$1.579	5%	\$3.098 to \$3.163	29%
\$1.580 to \$1.645	6%	\$3.164 to \$3.229	30%
\$1.646 to \$1.711	7%	\$3.230 to \$3.295	31%
\$1.712 to \$1.777	8%	\$3.296 to \$3.361	32%
\$1.778 to \$1.843	9%	\$3.362 to \$3.427	33%
\$1.844 to \$1.909	10%	\$3.428 to \$3.493	34%
\$1.910 to \$1.975	11%	\$3.494 to \$3.559	35%
\$1.976 to \$2.041	12%	\$3.560 to \$3.625	36%
\$2.042 to \$2.107	13%	\$3.626 to \$3.691	37%
\$2.108 to \$2.173	14%	\$3.692 to \$3.757	38%
\$2.174 to \$2.239	15%	\$3.758 to \$3.823	39%
\$2.240 to \$2.305	16%	\$3.824 to \$3.889	40%
\$2.306 to \$2.371	17%	\$3.890 to \$3.955	41%
\$2.372 to \$2.437	18%	\$3.956 to \$4.021	42%
\$2.438 to \$2.503	19%	\$4.022 to \$4.087	43%
\$2.504 to \$2.569	20%	\$4.088 to \$4.153	44%
\$2.570 to \$2.635	21%	\$4.154 to \$4.219	45%
\$2.636 to \$2.701	22%	\$4.220 to \$4.285	46%
\$2.702 to \$2.767	23%	\$4.286 to \$4.351	47%
\$2.768 to \$2.833	24%	\$4.352 to \$4.417	48%

each additional \$.065 cent per gallon = 1%



Discovering what's possible with calcium

3870 S. Lindbergh Blvd., Suite 200, St. Louis, MO 63127
(800) 437-5463 • Fax (314) 543-6574

August 28, 2017

Mr. Joe Darter

City of Bloomington
Water Treatment Plant
P.O. Box 160A R.R. 1
Hudson, IL 61748

Subject: Mississippi Lime Limited Source Justification

To whom it may concern:

Mississippi Lime Company has been supplying the drinking water production market for over 100 years from our underground mine and above ground calcining facility located in Saint Genevieve, MO. Our carbonate starting material harvested from the underground Salem Deposit in Ste. Gen, consistently exceeds 98% pure calcium. The kilns used to process this material into calcium oxide are tuned to produce high reactivity rates while maintaining this purity.

Because of this deposit purity and the unique calcining process we undertake, our material is optimized to run on the City of Bloomington, IL equipment. To our knowledge no other domestically produced material is equivalent in purity and reactivity.

Please see attached Technical Data Sheet and feel free to contact me with any questions.

Thank You

Chris Smoot
Mississippi Lime Company
Regional Sales Manager
(773) 294-0652



Discovering what's possible with calcium

Standard Quicklime

Calcium Oxide

TECHNICAL DATA SHEET

PRODUCT DESCRIPTION

Standard Quicklime is a high calcium oxide produced and sold in several sizes. Standard Quicklime is used in flue gas desulphurization, water and waste water treatment, steel, paper, chemical, and environmental applications.

TYPICAL CHEMICAL PROPERTIES	
CaO - Total	97.3%
CaO - Available	94.5%
LOI	0.6%
Acid Insoluble Substances	0.5%
MgO	0.75%
Al ₂ O ₃	0.1%
Fe ₂ O ₃	0.1%
SiO ₂	0.5%
S	0.02%
P ₂ O ₅	80 ppm
MnO	23 ppm

TYPICAL PHYSICAL PROPERTIES	
Specific Gravity	3.3
pH	12.4
BET Surface Area	2.0 m ² /g
Apparent Dry Bulk Density - Loose	50 lbs./ft ³
Apparent Dry Bulk Density - Packed	60 lbs/ft ³
Reactivity 30 sec.	30°C
Reactivity 180 sec.	50°C
Total Temperature Rise	55°C
Total Reactivity Time	240 sec
Reactivity: 30 mesh residue	1.0%

- ✓ Meets the AWWA standard B202-13
- ✓ Certified to NSF standard 60
- ✓ Certified to ASTM standards:
C977-03, C911-06, C602-06a,
C821-78, C5-03

PRODUCT SIZE GRADATION	
1/2"	Top 7/8" Bottom 3/8"
1"	Top 1 1/4" Bottom 7/8"
2" X 1"	Top 2 3/8" Bottom 7/8"
2"	Top 2 3/8" Bottom 1 1/4"



Telephone: 800.437.5463
Contact: sales@mississippilime.com
Web site: www.mississippilime.com

All information provided and recommendations made herein are intended to assist customers in determining whether our products are suitable for their applications. We request that customers inspect and test our products before use in order to make their own final decision regarding suitability. We do not guarantee results, freedom from patent infringement, or suitability of resultant products for any suggested application with respect to the use of any formula or material described herein.

Ed. 10/2017

Lime

submitted to
City of Bloomington
February 6, 2008

DRAFT

Lime Supply

In September of 2007, the water treatment plant switched lime suppliers from Mississippi Lime to Chemical Lime. The new lime was a contributing factor to several problems.

These problems disrupted the treatment process, increased overtime costs, and threatened the plant's ability to provide an adequate quantity and quality of water.

Chemical Lime

Problems with Dry Lime Feed

Shortly after the conversion to the new lime source, operators complained of increases in problems in the lime feed system that disrupted both the lime slaking and treatment processes. The first problem was encountered in the system that transports the dry lime powder to the batch slakers. The powder became compacted on and accumulated within the throat of the augur funneling the lime into the slakers. From the blockage, the pressure in this throat increased to the point where the bolts on top of the channel popped off. The resulting spray of lime powder coated the lime slaker equipment room and control panels with dust and resulted in the deposition of mounds of powder on the slaker room floor. An increased program of slaker feed monitoring and maintenance was established to avoid frequent repetitions of this problem.



Problems with Slaked Lime

Following slaking, the resulting lime slurry is passed through a stainless steel mesh strainer to remove the larger particles. An increase in the rate of collection of solids within the strainer made it necessary to increase the frequency with which this strainer was emptied and, periodically, acid washed.

Alternately, it was noted that the new lime was more reactive than the lime previously used. This was indicated by the more rapid rate of temperature increase upon the addition of feed water. This increased rate of reaction was attributed to the predominance of powder, rather than granular, dry lime feed. Chemical cost benefits were expected if the increased slaking rate portended less lime softening feed requirements.



Solids Accumulation in ClariCones

A more serious, but initially undetected, problem began to develop in the bottom of the ClariCones as heavy, unreacted solids in the new lime slurry began to accumulate. These solids are normally purged from the base of the cones by pumping the accumulations to the sludge storage vault. However, from the massive blockages that were ultimately found in the softeners and in the piping to the sludge vault, it was inferred that, although the operational indicators had indicated normal operation, the transfer pumps had been unable to suspend and remove the heavy solids accumulation from the bases of the softeners.

Ultimately, the situation became visible when the surfaces of the sludge blankets on ClariCones #3 and #4 began to rise to levels approaching the overflow troughs, threatening to overflow solids into the effluent launders. Accordingly, both ClariCones in operation had to be shut down. Plant water production came to a near-standstill.

A crisis further developed when it was found that the pipeline used for removing sludge from the sludge storage vault was similarly blocked. This blockage made it impossible to transfer any solids from the softeners without overflowing the vault. Operators noted that blockage of the pipeline from the vault to the sludge storage lagoons had never occurred before.

The plant maintenance personnel immediately set about to eliminate the blockage in the piping to the sludge storage lagoons while simultaneously starting to assemble an alternate surface pipeline using flexible pipe. They would then hydraulically fluidize and eject the congealed, cementitious solid contents of the softeners to an alternate discharge point, the basin used for reclaiming backwash water. This *reclaim basin* has a separate discharge line which leads to the sludge lagoons. While the maintenance staff were able to restore partial operation of the plant so as to avoid shutdown, this entire effort took place over a period of a week. It required a large expenditure of labor including a substantial amount of overtime effort.

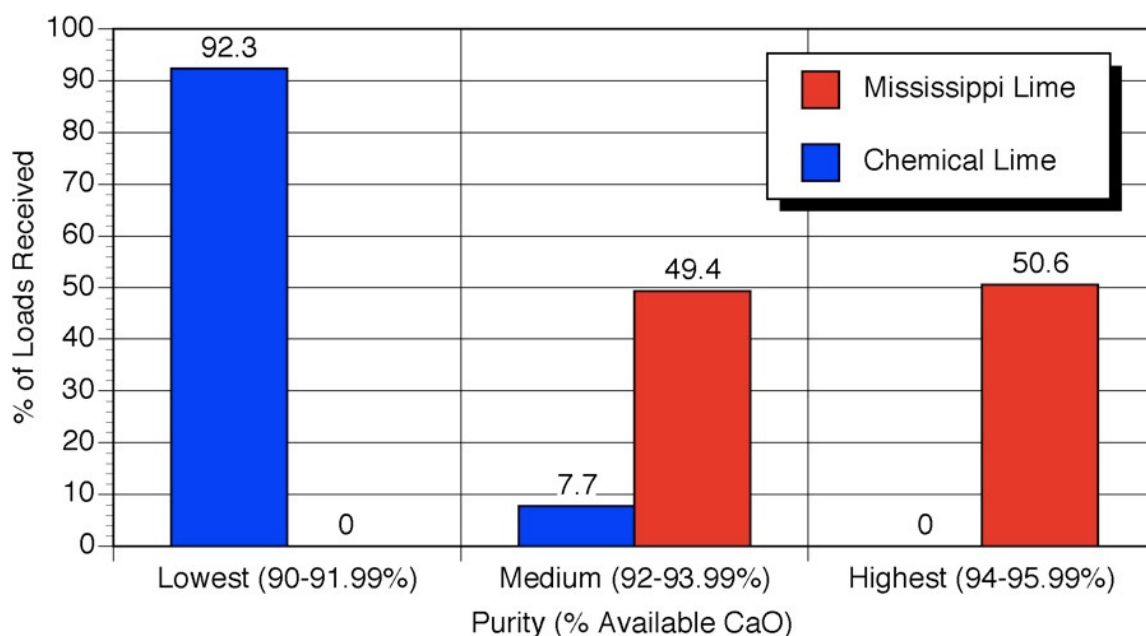
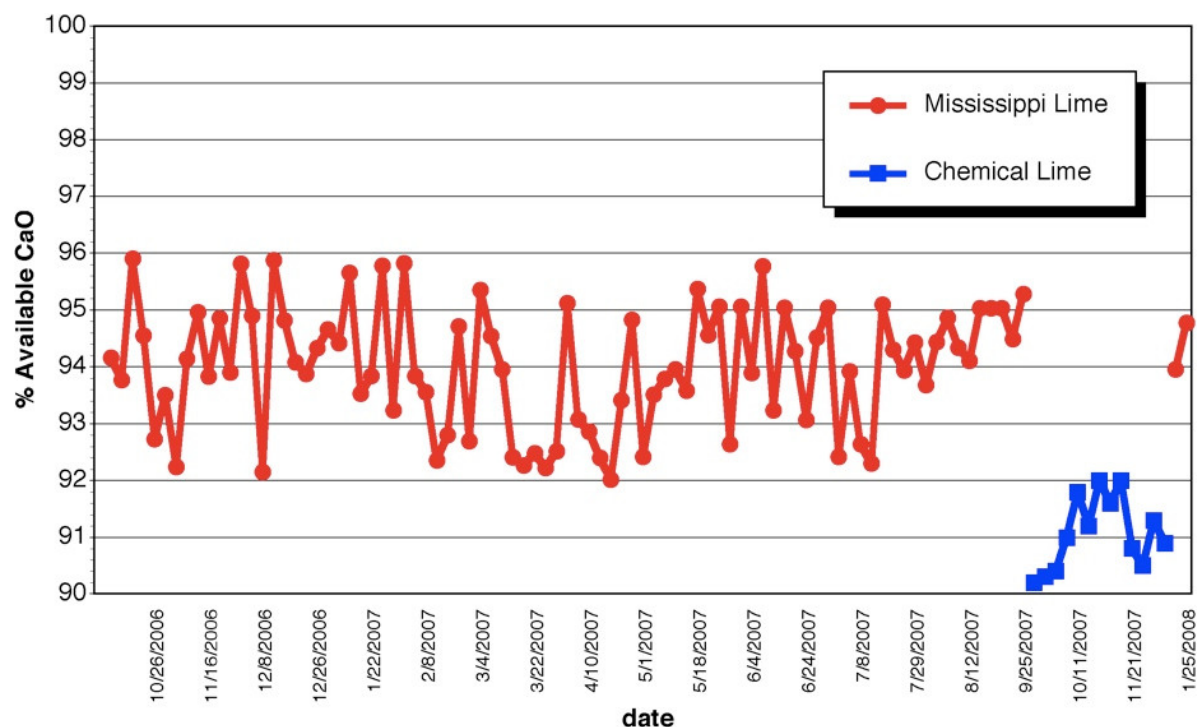
From the observations of the operators and maintenance personnel involved, it was concluded that the new lime source contributed an abundance of unreactive solids that were too dense for the lime feed and sludge removal systems.

To further assess the nature of the accumulated solids, samples were collected for laboratory testing and observation. In addition, delivery data on the previous and new lime sources were reviewed and plotted.

Following the restoration to service of softeners #3 and #4 and despite heightened vigilance, a similar blockage occurred in the sludge withdrawal line of softener #1. As a result, operators advocated a return to the lime source with lower non-reactive solids content.



Each batch of lime delivered to the treatment plant comes with a certificate of analysis which reports the purity of the lime, expressed as % Available CaO. Over the past year, Mississippi Lime had averaged 94.02%. In recent months, Chemical Lime has averaged 91.08%. Purchase specifications require a purity of 95% Available CaO. It appears that recent plant operational problems have been exacerbated by both the nature and the quantity of lime impurities.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2020

4/26/2019

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 Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1306015 Mississippi Lime Company 3870 S. Lindbergh Blvd., Suite 200 St. Louis MO 63127-1308	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company (1)	
	INSURER B: Great American E & S Insurance Company	
	INSURER C: Illinois Union Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES HBMHO **CERTIFICATE NUMBER:** 13767213 **REVISION NUMBER:** XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	N	HDO G7123177A	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ Auto PD ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☒ is Self-Insured	N	N	ISA H25278732	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	N	N	XS 2259968-01	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLR C65889432	5/1/2019	5/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	POLLUTION LEGAL LIABILITY	N	N	PPLG27167561003	5/1/2019	5/1/2020	\$10,000,000 PER POLLUTION CONDITION \$20,000,000 POLICY AGGREGATE	

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

CITY OF BLOOMINGTON IS AN ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

13767213
CITY OF BLOOMINGTON
WATER DEPARTMENT
603 WEST DIVISION STREET
BLOOMINGTON IL 61701

CANCELLATION See Attachment

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

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LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Mississippi Lime Company
Vendor #: 98

Amount: Varies. Please
see below.

Date: 09/02/2019

Description of item/service: Purchase of granular quicklime for \$205.55 from October 1, 2019, through April 30, 2020, per ton plus fuel surcharge and \$212.00 per ton plus fuel surcharge from May 1, 2020, through April 30, 2021. Purchase Liquid Chlorine Hydroxide 40% for \$295.00 per ton for October 1, 2019, through April 30, 2020, and May 1, 2020, through April 30, 2021.

Justification: Explain why this vendor is the only vendor that can perform this work:

Mississippi Lime Company is the only quicklime provider that can supply the City of Bloomington with a superior quality product that meets the City's specifications in chemical and physical properties. Prior experience with other provider's lower quality product caused our operation to suffer in water quality with equipment malfunction and additional repair costs as outlined on the attached document.

Amount:

Granular Quicklime

October 1, 2019 through April 30, 2020 – approximately \$400,000

May 1, 2020 through April 30, 2021 – approximately \$540,000

Liquid Calcium Hydroxide 40%

October 1, 2019 through April 30, 2020 – approximately \$35,000

May 1, 2020 through April 30, 2021 – approximately \$45,000

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.


(Name and Signature of Department Head)

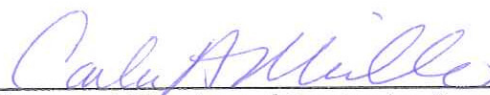
9/13/19
Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):


Name and Signature of Purchasing Agent or Designee

9/13/19
Date



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: Community Development

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with H & H Landscaping (RFP# 2020-12), for Grass and Weed Mowing Services on a regular and/or “as needed” basis for a one (1) year term, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Recommending the approval of a one-year contract with H&H Landscaping, beginning October 1, 2019 and ending October 1, 2020, in the amount of \$40,000 for Weed and Grass Mowing Services for ordinance enforcement, City Owned Properties and for the Bloomington Police Department’s Training Range. This contract may be automatically extended for four (4) additional mowing seasons until October 1, 2024 with the mutual agreement by both parties and based upon the City’s determination of satisfactory performance at the end of each contract period.

Staff received two (2) proposals. A summary of the submitted proposals follows:

Company	Gen. Lbr*	Hand Mow*	Normal Mow*	Lg Area Mow**	Trim Rate*	Hrs. Range	Hrs. Lot
H&H Lanscaping	\$21.00	\$30.00	\$30.00	\$30.00	\$30.00	10	1
Dawdy Services	\$45.00	\$45.00	\$60.00	\$75.00	\$50.00	8	0.5

There were four (4) City Employees on the selection committee. Proposals were evaluated on Firm Expertise and Competence with Similar Projects; References; Time Required to accomplish the Requested Services; Proposed Cost and Appropriate Equipment Listed to Perform Services. Combined Totals Ranked as Follows: H&H Landscaping 90; Dawdy Services 49.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Proposals was advertised in the Pantagraph on July 31, 2019.

FINANCIAL IMPACT: Services provided at the Police Training Range will be paid from Police - Other Purchased Services account (10015110-70690).

Services provided for Community Development Department properties and Citywide Weed Abatements will be paid from Code Enforcement - Other Purchased Services account (10015430-70690) and IHDA - Other Purchased Services account (22502520-70690-56000).

Stakeholders can locate the Police and Code Enforcement departments in the FY 2020 Budget Book titled "Budget Overview & General Fund on pages 221 and 258. The IHDA department can be found in the Budget Book titled "Other Funds & Capital Improvement" on page 26.

COMMUNITY DEVELOPMENT IMPACT: Goal N-1.1 Enhance the livability of all Bloomington neighborhoods. CF-1 Continue to provide quality public facilities and services.

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

Respectfully submitted for Council consideration.

Prepared by: Carey Snedden, Code Enforcement Manager

Reviewed by:

Carla Murillo

Carla Murillo, Procurement Manager

9/12/2019

Carla Murillo

Carla Murillo, Procurement Manager

9/12/2019

Bob Mahrt

Bob Mahrt, Community Development Director

9/12/2019

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/12/2019

Jeff Jurgens

Jeff Jurgens, Corporation Counsel

9/16/2019

Lara Henry

Lara Henry, Legislative Assistant

9/18/2019

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- CD 2B RFP #2020-12 Contract

CITY OF BLOOMINGTON
CONTRACT WITH
H&H Landscaping
FOR
Weed & Grass Mowing Services

THIS AGREEMENT, dated this _____ day of _____, 2019, is between the City of Bloomington (hereinafter "CITY") and H&H Landscaping (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
RFP #2020-12 Grass & Weed Mowing (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Grass & Weed Mowing
Services for the initial term beginning October 1, 2019 and ending October 1, 2020 which may
be extended for four additional mowing seasons until October 1, 2024 upon mutual agreement
and City's acceptance of satisfactory performance each renewal year.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐

A flat fee of \$ _____ as set forth in the Procurement Documents.

☒

Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

H&H Landscaping

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: Public Works

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action to approve an Ordinance Approving the Ratification of the Dedication of a Public Storm Sewer Easement and Approving the Easement Agreement between James Dee and Rosemary King and the City of Bloomington, Illinois, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending approval of the subject ordinance to dedicate the easements on property adjacent to Harvest Pointe Subdivision.

Dedication of the easements described in the petition is necessary to allow the City to accept the proposed easements for the currently existing storm sewer. The additional storm sewer within these new easements, constructed after completion of the subdivision, was necessary to correct off-site drainage issues not anticipated in the original design. The developer of the subdivision incurred all costs to design and install the additional storm sewer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Rosemary King and Harvest Pointe Subdivision developers.

FINANCIAL IMPACT: The subdivision developer paid all costs to create the easement documents.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment,
Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

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

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, Civil Engineer II

Reviewed by:

Robert D. Yehl

Robert D. Yehl, Assistant Director of Public Works

9/10/2019

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/11/2019

Jeff Jurgens

Jeff Jurgens, Corporation Counsel

9/16/2019

Jara Henry

Jara Henry, Legislative Assistant

9/18/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 2B Ordinance 2019-72 Harvest Pointe Drainage Easement 09232019
- PW 2C Petition Harvest Pointe Drainage Easement 09232019_Redacted
- PW 2D Trust Deed David King Harvest Pointe Drainage Easement 09232019_Redacted
- PW 2E Location Map Harvest Pointe Drainage Easement 09232019

ORDINANCE NO. 2019 - 72

AN ORDINANCE APPROVING THE RATIFICATION OF THE DEDICATION OF A PUBLIC STORM SEWER EASEMENT AND APPROVING THE EASEMENT AGREEMENT BETWEEN JAMES DEE and ROSEMARY KING AND THE CITY OF BLOOMINGTON, ILLINOIS

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, the City of Bloomington owns and operates a sewer system; and

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting the approval and ratification of the dedication of a public storm sewer easement, as identified on the Easement Agreement; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance, grant said dedication and enter into said Agreement; and

WHEREAS, it is reasonable and proper to dedicate said easement requested in this case;

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

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

SECTION 2. That the easements as described in the petition attached hereto are hereby dedicated and accepted.

SECTION 3. That the Easement Agreement between Rosemary King and the City pertaining to said easement is hereby approved.

SECTION 4. This ordinance shall be effective upon 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 23rd day of September 2019.

APPROVED this _____ day of September 2019.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Yocum, City Clerk

PETITION FOR DEDICATION OF EASEMENTS

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

Now comes Rosemary King, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the property commonly located near the First Addition to Harvest Pointe Subdivision and legally described in Exhibit A, attached hereto and made a part hereof by this reference; and,
2. That your Petitioner seeks approval and ratification of the Easement Agreement between the Petitioner ("grantor") and the City of Bloomington ("grantee"), attached hereto and made a part hereof by this reference; and,
3. That your Petitioner seeks approval and ratification of the dedication of 2 drainage easements, as described Exhibits B and C, attached hereto and made a part hereof by this reference.

WHEREFORE, your Petitioner prays that the 2 drainage easements be dedicated, and the above referenced documents be ratified.

Respectfully submitted,

By: _____

AUG 13 2019

EXHIBIT "A"

TRACT 1: ALL OF GRANTOR'S UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO THE FOLLOWING DESCRIBED TRACT:

THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM LOT 1 IN ST. PATRICK'S ROMAN CATHOLIC CONGREGATION OF MERNA SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1984 AS DOCUMENT NUMBER 84-3373;

AND ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT:

A STRIP OF LAND 35 FEET WIDE NORTH AND SOUTH LYING NORTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED TRACT: LOT 1 IN ST. PATRICK'S ROMAN CATHOLIC CONGREGATION OF MERNA SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1984 AS DOCUMENT NUMBER 84-3373, IN MCLEAN COUNTY, ILLINOIS, BEING A PART OF THE SOUTH WEST 1/4 (EXCEPT THE WEST 467 FEET AND THE SOUTH 467 FEET) OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT:

AVIGATION EASEMENT AS CREATED BY GRANT RECORDED DECEMBER 4, 1996 AS DOCUMENT NUMBER 96-31474 OVER THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 467 FEET AND THE SOUTH 502 FEET, AND EXCEPT THAT PORTION OF THE ABOVE TRACT LYING WITHIN THE RIGHT OF WAY OF ILLINOIS ROUTE 9 AND COUNTY HIGHWAY 29, AND EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED MARCH 24, 1995 AS DOCUMENT NUMBER 95-5263, IN MCLEAN COUNTY, ILLINOIS;

AND ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT:

A PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE, NORTH 01 DEGREE 43 MINUTES 00 SECONDS EAST, 502.00 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING; THENCE, NORTH 01 DEGREE 43 MINUTES 00 SECONDS WEST, 318.00 FEET ALONG THE WEST LINE OF SAID SECTION 32; THENCE, NORTH 89 DEGREES 58 MINUTES 54 SECONDS EAST, 817.00 FEET; THENCE, SOUTH 01 DEGREE 43 MINUTES 00 SECONDS EAST, 819.84 FEET TO THE SOUTH LINE OF SAID SECTION 32; THENCE, SOUTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 350.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 32; THENCE, NORTH 01 DEGREE 43 MINUTES 00 SECONDS WEST, 501.84 FEET; THENCE, SOUTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 467.00 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO RBT OF ILLINOIS, LLC ON APRIL 5, 2006 IN DOCUMENT NO. 2006-8358.

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO HARVEST DEVELOPERS, INC., AN ILLINOIS CORPORATION ON OCTOBER 21, 2009 AS DOCUMENT NO. 2009-32562.

AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4 LYING 933.50 FEET SOUTH OF THE NORTHWEST CORNER THEREOF. FROM SAID POINT OF BEGINNING, THENCE EAST 570.00 FEET ALONG A LINE WHICH IS PERPENDICULAR TO SAID WEST LINE; THENCE SOUTH 420.00 FEET ALONG A LINE WHICH IS PARALLEL WITH SAID WEST LINE AND WHICH FORMS AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE WEST 570.00 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE TO A POINT ON SAID WEST LINE LYING 420.00 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 420.00 FEET ALONG SAID WEST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THE FIRST ADDITION TO HARVEST POINTE SUBDIVISION RECORDED June 29, 2011 IN DOCUMENT NO. 2011-14316.

PIN: 15-32-300-014

EXHIBIT B

Return this document to:

Document No. 2011-14316

City of Bloomington
109 E. Olive
Bloomington, IL 61701

EASEMENT AGREEMENT

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, James Dee & Rosemary King, of the County of McLean and State of Illinois, Conveys to The City of Bloomington, a Municipal Corporation, of the County of McLean and State of Illinois, an unrestricted easement for public utility purposes and drainage over and across the following described premises:

The legal description is contained in Easement Description which is attached hereto and made a part hereof.

AFFIX TRANSFER TAX STAMP OR Exempt under provisions of
Paragraph _____, Section 4, Real Estate Transfer Tax Act.

Date

Buyer, Seller or Representative

IN WITNESS WHEREOF, said Grantor, has set her hand and seal this 7th day of October 2014.


James Dee


Rosemary King

STATE OF ILLINOIS)
)SS
McLEAN COUNTY)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that above signed, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th ^{October} day of December, 2014.

Patti A. Gregory
Notary Public



Easement Description

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 25 foot wide lying west of and adjacent to the East Line of said Southwest Quarter. Said strip is bounded on the south by the North Line of the First Addition to Harvest Point Subdivision according to the plat thereof recorded as Document No. 2011-14316 in the McLean County Recorder's Office and bounded on the North by a line 75 feet north of and parallel with said North Line.

EXHIBIT C

Return this document to:

Document No. 2011-14316

City of Bloomington
109 E. Olive
Bloomington, IL 61701

EASEMENT AGREEMENT

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, James Dee & Rosemary King, of the County of McLean and State of Illinois, Conveys to The City of Bloomington, a Municipal Corporation, of the County of McLean and State of Illinois, an unrestricted easement for public utility purposes and drainage over and across the following described premises:

The legal description is contained in Easement Description which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, said Grantor, has set her hand and seal this 17th day of July 2019.



David King

STATE OF ILLINOIS)
)SS
McLEAN COUNTY)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that above signed, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

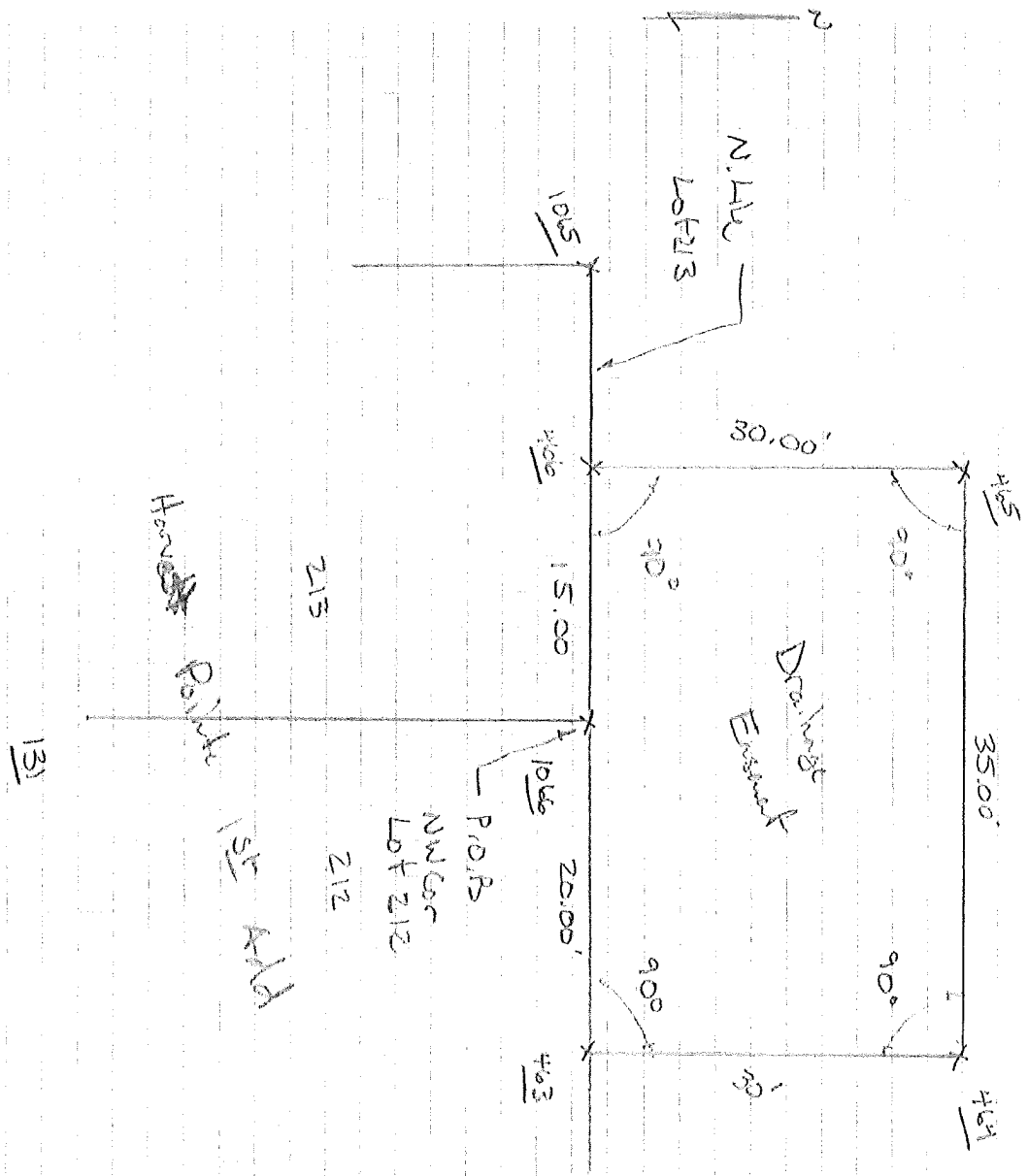
Given under my hand and notarial seal, this 17th day of July 2019.

Patti A. Gregory
Notary Public



Drainage Easement Description

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of Lot 212 in the First Addition to Harvest Point Subdivision according to the plat thereof recorded as Document No. 2011-14316 in the McLean County Recorder's Office. From said Point of Beginning, thence east 20.00 feet along the North Line of said Lot 212, thence north 30.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence west 35.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence south 30.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the North Line of Lot 213 in said First Addition to Harvest Point Subdivision; thence east 15.00 feet along said North Line of Lot 213 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning.



REC JUL 5 '18 4:04PM

Type: OFFICIAL RECORDS
Recorded: 7/10/2018 8:57:37 AM
Fee Amt: \$35.00 Page 1 of 6
IL Rental Housing Fund: \$9.00
McLean County, IL
Kathy Michael County Clerk\Recording Div.

File# 2018-00010997

WARRANTY DEED IN TRUST

Recorder, McLean County, IL

THIS INDENTURE WITNESSETH, That the Grantor, **ROSEMARY KING, a widow not since remarried**, of the Town of Normal, County of McLean and State of Illinois, in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Conveys and Warrants unto **ROSEMARY KING, as Trustee under the provisions of a Trust Agreement dated the 5th day of July, 2018, known as the ROSEMARY KING TRUST (and in the event of the death, resignation, refusal or inability of the said Grantee to act as such Trustee, then unto DAVID KING as Successor in Trust with like powers, duties and authorities as are vested in the said Grantee as such Trustee)**, the following described real estate in the County of McLean and State of Illinois, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto upon the trusts and for the uses and purposes herein and in such Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or

changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above land is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statutes in such case made and provided.

And the said Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

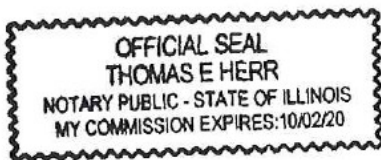
IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set her hand and seal this 5th day of July, 2018.


ROSEMARY KING

STATE OF ILLINOIS)
)ss
COUNTY OF McLEAN)

I, the undersigned, a Notary Public, in and for said County and State aforesaid DO HEREBY CERTIFY that ROSEMARY KING, a widow not since remarried, personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 5th day of July, 2018.




Notary Public

This transfer of real property to a trust is accepted by the Trustee(s) pursuant to the provisions of 760 ILCS 5/6.5.

Date: July 5, 2018


ROSEMARY KING Trustee

McLEAN COUNTY - ILLINOIS TRANSFER STAMP or
EXEMPT UNDER PROVISIONS OF PARAGRAPH
(E) SECTION 4, REAL ESTATE TRANSFER ACT

DATE: July 5, 2018


Buyer, Seller or Representative

Send tax notice to:

c/o James W. Dee, Jr.

[REDACTED]
Bloomington, IL 61705

This instrument was prepared by:

Thomas E. Herr
Dunn Law Firm, LLP
1001 N. Main Street, Suite A
Bloomington, IL 61701
Telephone: (309) 828-6241

Return this document to:

Thomas E. Herr
Dunn Law Firm, LLP
1001 N. Main Street, Suite A
Bloomington, IL 61701

Exhibit "A"

TRACT 1: All of Grantor's undivided one-half (1/2) interest in and to the following described tract:

The Southwest 1/4 of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, EXCEPT therefrom Lot 1 in St. Patrick's Roman Catholic Congregation of Merna Subdivision according to the Plat thereof recorded March 23, 1984 as Document Number 84-3373;

and also EXCEPT the following described tract:

A strip of land 35 feet wide North and South lying North of and adjacent to the following described Tract: Lot 1 in St. Patrick's Roman Catholic Congregation of Merna Subdivision, a Subdivision according to the Plat thereof recorded March 23, 1984 as Document Number 84-3373, in McLean County, Illinois, being a part of the South West 1/4 (except the West 467 feet and the South 467 feet) of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian;

and also EXCEPT the following described tract:

Avigation easement as created by grant recorded December 4, 1996 as Document Number 96-31474 over the Southwest 1/4 of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, EXCEPT the West 467 feet and the South 502 feet, AND EXCEPT that portion of the above tract lying within the right of way of Illinois Route 9 and County Highway 29, AND EXCEPT that part conveyed to the State of Illinois by Warranty Deed recorded March 24, 1995 as Document Number 95-5263, in McLEAN COUNTY, ILLINOIS;

and also EXCEPT the following described tract:

A part of the Southwest 1/4 of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, more particularly described as follows: Commencing at the Southwest corner of said Section 32; thence, North 01 degree 43 minutes 00 seconds East, 502.00 feet along the West line of said Section 32 to the Point of Beginning; thence, North 01 degree 43 minutes 00 seconds West, 318.00 feet along the West line of said Section 32; thence, North 89 degrees 58 minutes 54 seconds East, 817.00 feet; thence South 01 degree 43 minutes 00 seconds East, 819.84 feet to the South line of said Section 32; thence, South 89 degrees 58 minutes 54 seconds West, 350.00 feet along the South line of said Section 32; thence, North 01 degree 43 minutes 00 seconds West 501.84 feet; thence, South 89 degrees 58 minutes 54 seconds West, 467.00 feet to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM that part conveyed to RBT of Illinois, LLC on April 5, 2006 in Document No. 2006-8358.

ALSO EXCEPTING THEREFROM that part conveyed to Harvest Developers, Inc., an Illinois Corporation on October 21, 2009 as Document No. 2009-32562.

AND ALSO EXCEPT that part described as follows: Beginning at a point on the West line of said Southwest 1/4 lying 933.50 feet South of the Northwest corner thereof. From said Point of Beginning, thence East 570.00 feet along a line which is perpendicular to said West line; thence South 420.00 feet along a line which is parallel with said West line and which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence West 570.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course to a point on said West line lying 420.00 feet South of the Point of Beginning; thence North 420.00 feet along said West line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.

PIN: 15-32-300-014

TRACT 2: All of Grantor's undivided one-half (1/2) interest in and to the following described tract:

That part of the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 23 North, Range 4 East of the Third Principal Meridian, lying North of the Railroad right of way, in McLEAN COUNTY, ILLINOIS.

P.I.N. 23-15-300-001

TRACT 3: All of Grantor's undivided one-half (1/2) interest in and to the following described tract:

The North 1/2 of the Southwest 1/4 of Section 10, Township 23 North, Range 4 East of the Third Principal Meridian, in McLEAN COUNTY, ILLINOIS.

P.I.N. 23-10-300-001

TRACT 4: All of Grantor's undivided one-half (1/2) interest in and to the following described tract:

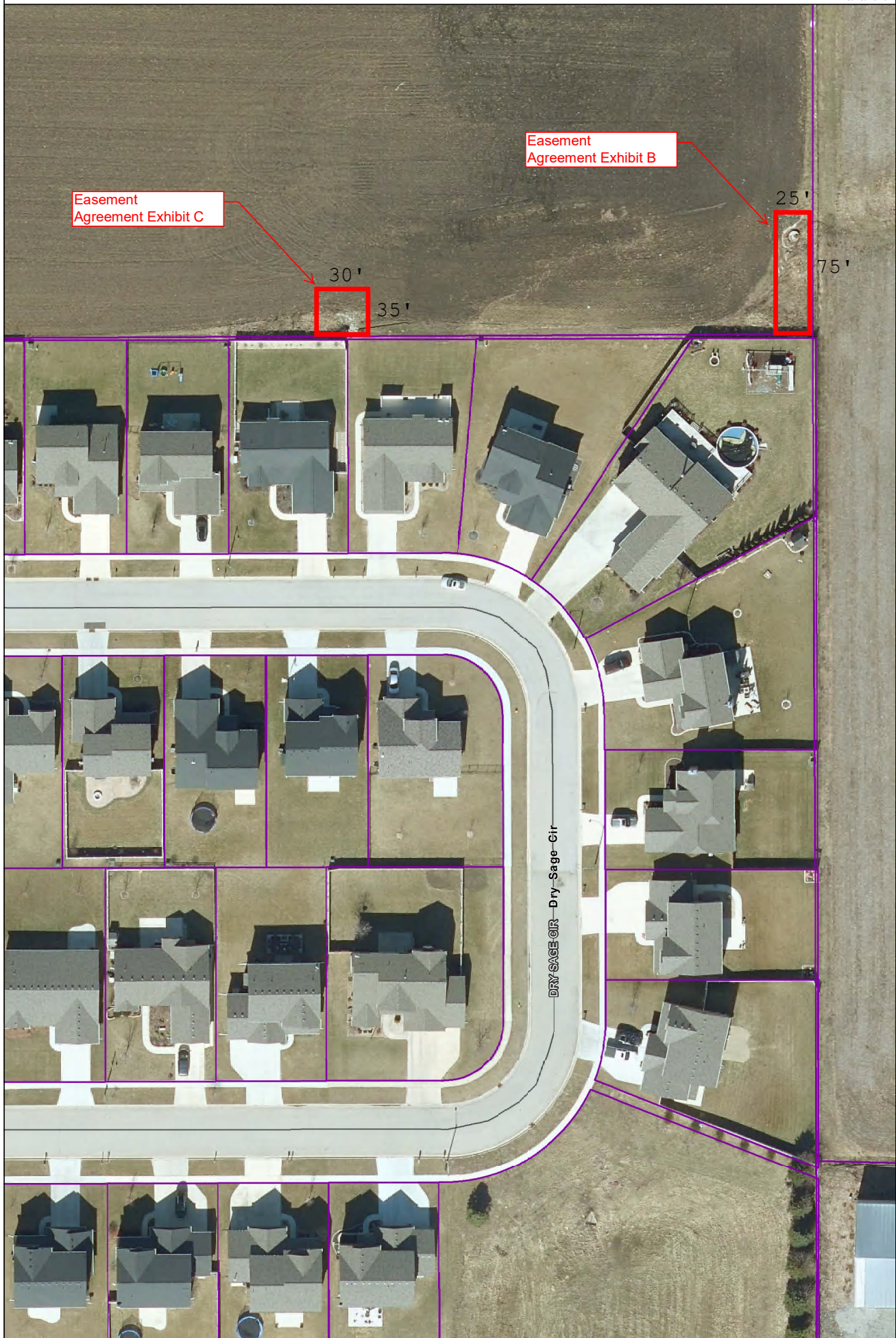
The Southwest 1/4 of the Northwest 1/4 of Section 15, Township 23 North, Range 4 East of the Third Principal Meridian, in McLEAN COUNTY, ILLINOIS.

P.I.N. 23-15-100-002

TRACT 5: All of Grantor's undivided one-half (1/2) interest in and to the following described tract:

One Hundred Acres off entire North end of Northeast 1/4 of Section 16, Township 23 North, Range 4 East of the Third Principal Meridian, in McLEAN COUNTY, ILLINOIS.

P.I.N. 23-16-200-001





CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the August 12, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

Leslie Yocum, City Clerk

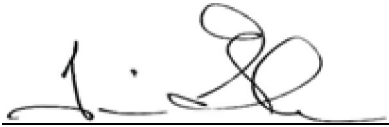
9/17/2019

Tara Henry

Tara Henry, Legislative Assistant

9/18/2019

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is written over a horizontal line.

Tim Gleason, City Manager

Attachments:

- CLK 3B 081219 Council Meeting Minutes



MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, AUGUST 12, 2019, 6:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:01 p.m., Monday, August 12, 2019.

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Council Members: Jamie Mathy, Donna Boelen, Mboka Mwilambwe, Julie Emig, Joni Painter, Jenn Carrillo, Scott Black, Jeff Crabill, Kim Bray, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Jim Karch, Public Works Director; Scott Rathbun, Finance Director; Nicole Albertson, Human Resources Director; and other City staff were present.

Recognition/Appointments

Public Comment

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Angela Blissbridge	RJ McCracken
Gary Lambert	Scott Stimeling
Surena Fish	

Consent Agenda

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

Council Member Carrillo made a motion, seconded by Council Member Crabill, that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Items 7D, 7J, 7H, and 7C.

Item 7A. Consideration and action to approve the Minutes of the July 22, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 7B. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,565,752.23, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*

Item 7C was pulled from the Consent Agenda by Council Member Painter.

Item 7D was pulled from the Consent Agenda by Council Members Crabill and Emig.

Item 7E. Consideration and action to purchase one (1) New Falcon 4 Ton Transporter Hot Box from Cummings, McGowan & West of St. Louis, Missouri, in the amount of \$37,360 (with up to \$3,000 trade credit), using Sourcewell (Contract #052417-FRM, exp. 10/2/21), as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

Item 7F. Consideration and action to approve the purchase of one (1) Xtreme Vac Model LCT600 from Key Equipment of Maryland Heights, Missouri, in the amount of \$39,855.25, using Sourcewell (Contract #04122017-ODB, exp. 7/7/21), as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

Item 7G. Consideration and action to approve an Agreement with J. G. Stewart Contractors, Inc., for the FY 2020 Sidewalk and Curb Ramp Replacement Program, Phase II (Bid # 2020-05), in the amount of \$100,489.40, as requested by the Public Works and Community Development Departments. *(Recommended Motion: The proposed Agreement be approved.)*

Item 7H was pulled from the Consent Agenda by Council Member Carrillo.

Item 7I. Consideration and action to (1) renew the Agreement with Jellyvision (via the ALEX tool) as a limited source, so that employees may be better educated regarding their 2020 Benefits, and (2) approve an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020, in the amount of \$39,544, as requested by the Human Resources Department. *(Recommended Motion: The proposed Agreement be renewed, and the proposed Ordinance be approved.)*

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

Item 7K. Consideration and action to adopt an Ordinance Approving a Special Use Permit for Vehicle Sales and Repair in the B-1, General Commercial District, for Property Located at 420 Olympia Drive, as requested by the Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7L. Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Davis Lodge at Lake Bloomington on August 31, 2019, to Allow Moderate Consumption of Alcohol for the Pherigo and Rogers Wedding, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7M. Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Davis Lodge at Lake Bloomington on September 14, 2019, to Allow Moderate Consumption of Alcohol for the Ehresman Wedding, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7N. Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Miller Park Pavilion on November 22, 2019, to Allow Moderate Consumption of Alcohol for the Biondo and Mehlberg Wedding, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7O. Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Miller Park Pavilion on November 2, 2019, to Allow Moderate

Consumption of Alcohol for the Stein and Egts Wedding, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7P. Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the Bloomington City Code to Allow Possession of Open Alcohol on Public Property in Specified Portions of Downtown Bloomington on August 17, 2019, During the Front Street Music Festival, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7Q. Consideration and action on an Application for Four Rows, LLC d/b/a The Mystic Kitchen & Tasting Room, located at 306 N. Center Street, #102, requesting a Class TAPS (Tavern, All Types of Alcoholic Liquor, Package Sales for Consumption Off Premises, and Sunday Sales) Liquor License, which allows the sale of alcoholic liquor by the glass for consumption on the premises, and the retail sale of packaged liquor for consumption off premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application and License be approved.)*

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Members Crabill and Emig.

Item 7D. Consideration and action to purchase three (3) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Bodies from Key Equipment of Bridgeton, Missouri, in the amount of \$461,113.80, using Sourcewell (Contract #112014-LEG), and three (3) 2020 Crane Carrier Model LDT2-30 Chassis from National Auto Fleet Group, in the amount of \$558,903.66, using Sourcewell (Contract # 081716-NAF, exp. 11/15/20), for a total of three (3) Automated Refuse Collection Trucks, at a total of \$1,020,017.46, and authorization to dispose of the three 2012 Crane Carrier 1LGT2-26 Automated Refuse Collection Trucks by online public auction, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchases and Disposal be approved.)*

Council Member Crabill stated that he had been contacted by Professor Rau of Illinois State University regarding opportunities for the City to move away from Diesel refuse trucks.

Mayor Renner asked Jim Karch, Public Works Director, to come forward and address Council.

Mr. Karch spoke to Council about previous research completed by staff and recommended that the current purchase be approved, and that staff continue to monitor changes in the industry. He believed that a time was coming where technology would be ready for the City to make that change, but did not feel the City was ready make a change at this time.

Council Member Crabill asked questions regarding potential white papers. Mr. Karch responded accordingly.

Council Member Emig thanked Mr. Karch for his research and requested that in the future, research such as what he discussed be provided to Council when items are presented to Council. Mr. Karch confirmed he could attach research in the future.

Council Member Carrillo questioned whether there was a sense of urgency to the item proposed, and wondered whether time should be allowed so that staff could meet with Professor Rau. Mr. Karch stated that there was no urgency.

Council Member Carrillo made a motion, seconded by Council Member Crabill, that Consent Agenda Item 7D be tabled for 30 days to the September 9, 2019 meeting to allow staff more time to do additional research into alternative options to diesel fuel.

Council Member Bray discussed some of the points made by Mr. Karch and stated that she was against the motion on the table.

Council Member Boelen asked a procedural question and asked whether tabling the item would put the contract at risk. Mr. Karch stated that the contract at hand was done through a joint purchasing agreement and was not time sensitive.

Council Member Mwilambwe asked Mr. Karch whether a 30-day extension would likely result in a change in his staff's recommendation. Mr. Karch responded with additional information anything is possible and that he was open to whatever direction Council gave him. Council Member Mwilambwe asked whether the item passing would preclude Mr. Karch from working with Professor Rau. Mr. Karch stated that it would not.

Council Member Mathy clarified a couple statements made regarding price differentials.

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

Ayes: Council Members Emig, Painter, Carrillo, Black, and Crabill.

Nays: Council Members Mathy, Boelen, Mwilambwe, and Bray

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Black.

Item 7J. Consideration and action to approve an Ordinance Changing the Name of Mitsubishi Motorway to Rivian Motorway and Amending Chapter 29 of the City Code, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Council Member Black stated that he had heard that Rivian was open to offering some financial reimbursements to businesses surrounding the Rivian plant that have to make changes to their marketing materials. He asked Mr. Gleason if he knew anything about that. Mr. Gleason responded that Council Member Black was correct that Rivian was open to some form of reimbursements. He recommended that interested businesses contact him for more information.

Council Member Boelen expressed concerns about the practice of naming streets after specific businesses. She believed that the practice was not fair to other businesses and represented preferential treatment. She hoped Council would move away from the practice.

Council Member Black stated that he respected Council Member Boelen's views and that in this instance he wished to support the Town of Normal's decision to bring this business to the area.

Council Member Black made a motion, seconded by Council Member Mathy, that the Consent Agenda Item 7J be approved as presented.

Council Member Boelen, Mayor Renner, City Manager Gleason and Council Member Mathy had a discussion regarding reimbursements to surrounding businesses.

Mayor Renner mentioned that it is a common practice across the country to change street names after businesses.

Council Member Painter expressed additional concerns.

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

Ayes: Council Members Mathy, Mwilambwe, Emig, Painter, Black, Crabill, and Bray.

Nays: Council Members Boelen and Carrillo

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Carrillo.

Item 7H. Consideration and action to approve an Agreement with the State of Illinois to jointly pay up to \$600,000 for the design of Hamilton Road from Bunn Street to Commerce Parkway project, and the corresponding Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code to allocate \$600,000 of State MFT funds for the City to front these costs, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement and Motor Fuel Tax Resolution for Improvement be approved.)*

Council Member Carrillo expressed concerns with the long-term costs of the proposal. She believed that reevaluation of proposal be considered.

Council Member Boelen made a motion, seconded by Council Member Bray, that the Consent Agenda Item 7H be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: Council Member Carrillo.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Painter.

Item 7C. Consideration and action to approve Appointments to Various Boards and Commissions, as requested by the Administration Department. *(Recommended Motion: Brittany Burton be appointed to the Citizens' Beautification Committee; Jeffrey Pitzer be appointed to the Cultural Commission; Betty Middleton be appointed to the Bloomington Housing Authority; Colton Sylvester be appointed to the John M. Scott Health Care Commission; and Ed Breitweiser, John Corey, and Guadalupe Diaz III be appointed to the Transportation Commission.)*

Council Member Painter read a statement requesting that John Corey and Guadalupe Diaz III be removed from appointment due to the two applicants having had applied to sit on other boards than what was being proposed. She pointed out that openings are available on their originally requested Boards and recommended that they receive those requested appointments over the recommended appointments included in Item 7C.

Council Member Painter made a motion, seconded by Council Member Bray, that Consent Agenda Item 7C be approved as presented with the exception of John Corey and Guadalupe Diaz III.

Mayor Renner discussed common practice, pointed out that often applicants are recommended for appointments on Boards other than what they requested on their applications, and provided history on the two applicants.

Council Member Bray stated that she supports Council Member Painter's motion so that the applicants can be placed on the Board/Commission in which they expressed the most interest.

Council Member Crabill asked a procedural question and Mayor Renner responded.

Council Member Emig expressed support for the appointments of Mr. Diaz and Mr. Corey as presented.

Mayor Renner provided additional procedural background.

Council Member Mwilambwe questioned whether the appointment of Mr. Diaz to the Transportation Commission would cause any conflict of interest with Mr. Diaz working in the transportation and trucking industry. Mayor Renner responded that he would have to recuse himself if situations arose. Council Member Mwilambwe expressed additional concerns.

Council Member Mathy understood Council Member Mwilambwe's concerns, but added that in some circumstances having persons with industry specific experience is helpful.

Council Member Black expressed concerns with denying people who want to serve.

Council Member Painter commented to Council Member Black's statements.

Council Member Bray asked that Council Member Painter restate the motion on the table.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, and Bray.

Nays: Council Members Black and Crabill.

Motion carried.

Regular Agenda

City Manager's Discussion

City Manager Tim Gleason discussed the upcoming calendar available on the City's website and pointed out that the downtown area has been super busy. He complimented Economic Development Director, Melissa Hon, her staff and everyone else in the community who has been involved in events downtown. He provided an update on the new credentialing achieved by the Bloomington Police Department and called out specifically Interim Chief Greg

Scott, Interim Chief Dan Donath, and previous Chiefs, Clay Wheeler and Brendan Heffner. He stated that a formal presentation will occur in the future, but that he was excited to congratulate these men's hard work. He went on to compliment City Clerk, Leslie Yocum, and her staff in achieving big improvements to the City Code. He discussed the Code being searchable and recommended that Council and the public take a look at the improved Code. He mentioned that a full recodification project had kicked off and more great things lie ahead. Finally, he walked through a few Council items anticipated for the upcoming August 19, 2019 Committee of the Whole meeting.

Mayor's Discussion

Mayor Renner complimented Parks, Recreation, and Cultural Arts Director, Jay Tetzloff, and his staff for their participation in Harmony Park. He talked about the success of Harmony Park and Moms Who Demand Action in their recent downtown demonstration.

Council Member's Discussion

Council Member Bray complimented the last First Friday and the Brats & Bags tournament in downtown.

Council Member Crabill complimented Public Works and described his recent experience working with Public Works to patch pot holes.

Council Member Carrillo thanked everyone who came out and participated in her recent State Farm listening sessions. She also encouraged the community to check out the Sunnyside Community Garden.

Council Member Painter stated that she really enjoyed the recent Cultural Fest and reminded the community to attend the Front Street Music Fest.

Council Member Emig also mentioned the Cultural Fest and its success. She reminded the public about Bruegala coming up and also recommended the community attend the Front Street Music Fest.

Council Member Mwilambwe was excited to attend the Front Street Music Fest and also complimented Harmony Park. He spoke about how blessed the community is to have access to parks in general, and especially a park as wonderful as Harmony Park.

Council Member Boelen complimented the Harmony Park project and stated that she views the park as a true commitment of love from all the parents who were involved. She also mentioned Millennial Soccer club and complimented their organization's involvement in the community.

Council Member Mathy gave kudos to Public Works for all the roadwork being done. He recognized the progress being made in the community.

Executive Session

A. Personnel - Section 2 (c)(1) of 5 ILCS 120

Mayor Renner entertained a motion to enter into Executive Session for the purpose of Personnel - Section 2(c)(1) of 5 ILCS 120. He clarified that no formal action would be taken during Executive Session.

Council Member Mathy made a motion, seconded by Council Member Bray, to enter into an Executive Session meeting for the purpose of Personnel - Section 2(c)(1) of 5 ILCS 120.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Return to Open Session and Adjournment

Mayor Renner asked for a motion to return to Open Session and adjourn the meeting.

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

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The meeting adjourned at 8:17 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the August 26, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

Leslie Yocum, City Clerk

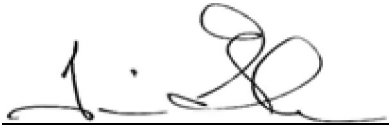
9/18/2019

Tara Henry

Tara Henry, Legislative Assistant

9/18/2019

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is written over a horizontal line.

Tim Gleason, City Manager

Attachments:

- CLK 2B 082619 City Council Meeting Minutes



MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, AUGUST 26, 2019, 6:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:00 p.m., Monday, August 26, 2019.

Council Member Carrillo called in to the meeting (5:38 p.m.).

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Council Members: Jamie Mathy, Donna Boelen, Mboka Mwilambwe, Julie Emig, Joni Painter, Scott Black, Jeff Crabill, Kim Bray, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Jay Tetzloff, Parks, Recreation, and Cultural Arts Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were present.

Mayor Renner asked for a motion to allow Council Member Carrillo to participate by phone as she was unable to attend the meeting due to traveling for work purposes.

Council Member Mathy made a motion, seconded by Council Member Emig, that Council Member Carrillo be approved to participate in the meeting by phone.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Recognition/Appointments

- A. Appointments approved by City Council at the August 12, 2019 meeting.
 - i. Brittany Burton was appointed to the Citizens' Beautification Committee.
 - ii. Jeffrey Pitzer was appointed to the Cultural Commission.
 - iii. Betty Middleton was appointed to the Bloomington Housing Authority.
 - iv. Colton Sylvester was appointed to the John M. Scott Health Care Commission.
 - v. Ed Breitweiser was appointed to the Transportation Commission.

Public Comment

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Kim Jackson	Peter Pontius
Scott Stimeling	Nancy Marciniac
Tom Hubbard	Neal Uphoff
Regina Noland	

Consent Agenda

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

Council Member Mwilambwe made a motion, seconded by Council Member Crabill, that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Items 7I and 7F.

Item 7A. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$6,048,241.33, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*

Item 7B. Consideration and action to 1) approve the purchase of one (1) 2019 Dodge Grand Caravan from National Auto Fleet Group of Watsonville, CA., in the amount of \$29,752.14, using Sourcewell (Contract #120716-NAF, exp. 9/5/2019), and 2) approve the transfer of 2005 Dodge Grand Caravan (Unit 82) to Information Services, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase and Transfer be approved.)*

Item 7C. Consideration and action on a Bid from William Masters, Inc. for installing new emergency backup generators at Fire Stations 1, 3 and 4 through BID #2020-08, as requested by the Fire and Facilities Management Departments. *(Recommended Motion: The proposed Bid and Contract be approved.)*

Item 7D. Consideration and action to accept the alternate bid for Hydrofluosilicic Acid (fluoride) water treatment chemical from Mosaic Global Sales, LLC., and approve the contract, as requested by the Public Works Department. *(Recommended Motion: The proposed Bid be accepted, and the proposed Contract be approved.)*

Item 7E. Consideration and action to adopt an Ordinance Approving the First Amendment to the Contract Between the City of Bloomington and Tim Gleason and Establishing the Salary of the City Manager and Making Retroactive Salary Adjustments, as requested by the City Council. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7F was pulled from the Consent Agenda by Council Member Mathy.

Item 7G. Consideration and action on a Towing Contract with Joe's Towing & Recovery for 10,000 GVW and Under, for a period of three (3) years with up to two (2) additional twelve (12) month extensions (based on satisfactory performance ratings), as requested by the Police Department. *(Recommended Motion: The proposed Contract be approved.)*

Item 7H. Consideration and action to approve an Agreement with Corrective Asphalt Materials, LLC., as a Limited Source for the FY 2020 Pavement Preservation Program, in the

amount of \$419,887.60, as requested by the Public Works Department. (*Recommended Motion: The proposed Agreement be approved.*)

Item 7I was pulled from the Consent agenda by Council Member Crabill.

Item 7J. Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Davis Lodge at Lake Bloomington on September 6, 2019, to Allow Moderate Consumption of Alcohol for the Sunken and Hites Wedding Reception, as requested by the City Clerk Department. (*Recommended Motion: The proposed Ordinance be approved.*)

Item 7K. Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Davis Lodge at Lake Bloomington on September 28, 2019, to Allow Moderate Consumption of Alcohol for the Bothast and Erwin Wedding Reception, as requested by the City Clerk Department. (*Recommended Motion: The proposed Ordinance be approved.*)

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Crabill.

Item 7I. Consideration and action on an Application for Jay Goga, Inc. d/b/a Illini Liquor, to be located at 2402 E. Oakland Ave., Suite 6, requesting a Class PAS (Package, All Types of Alcoholic Liquor, and Sunday Sales) liquor license, which would allow the sale of all types of packaged alcoholic liquor for consumption off premises seven (7) days a week, as requested by the City Clerk Department. (*Recommended Motion: The proposed Application and License be approved.*)

Council Member Crabill stated that he is in favor of approving the license, but had a few questions regarding criteria for approving liquor license. He addressed a few items within the license application and referred to specific language in the City Code (Chapter 6, Sections 4A and 4B).

Jeffrey Jurgens, Corporation Counsel, stated that while George Boyle, Assistant Corporation Counsel, is the one who advises the Liquor Commission, he believed that the Sections acted as a guide to what should be considered in evaluating applications.

Mayor Renner also clarified the same understanding and spoke on practices of the Liquor Commission.

Leslie Yocum, City Clerk, stated that the factors contained in Section 4B have historically been used to promote transparency to applicants and interested parties by allowing them to be prepared for what factors may be considered in evaluating applications.

Council Member Boelen mentioned that the Illinois Municipal League (IML) recommends that a site visit occur when evaluating locations for liquor license. She asked whether a site visit had occurred with Jay Goga. Mayor Renner responded by discussing common site visit practices of the Liquor Commission. He believed that at least one Commissioner had visited the Jay Goga's site.

Council Member Crabill made a motion, seconded by Council Member Bray, that the Consent Agenda Item 7I be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Mathy.

Item 7F. Consideration and action on a Contract with SCADAware, Inc., for SCADA Maintenance Services (RFQ #2020-07), in the amount of \$2,000,000.00, for a five-year period, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

Council Member Mathy provided background on the item and addressed a few factors of importance that he believed were important to point out to citizens. He asked Public Works Director, Jim Karch, to come forward and provide insight on the item.

Mr. Karch came forward to address Council. Mr. Karch discussed the importance of water quality, SCADAware, and the need for a distribution system that ensures water quality.

Council Member Mathy pointed out that the contract does not include a scope of work because the exact work required has not yet been identified. He also touched on the need for the City to utilize all the resources available to it in the community and beyond.

Mr. Karch agreed that community resources are important and mentioned that his Department has multiple contracts with universities in the area and that the City is always looking to partner with universities for researching opportunities.

Council Member Mathy made a motion, seconded by Council Member Painter, that the Consent Agenda Item 7F be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration and action on an Ordinance Approving a Real Estate Contract with the Boys & Girls Club of Bloomington-Normal for the Sale of Property Near 407 East Erickson Avenue in Bloomington, as requested by the Administration Department.

Tim Gleason, City Manager, gave a brief overview and was excited about the item. He provided history on the item, walked through challenges and successes of the project. He recognized Terry Reed and Tony Morstatter.

Mr. Morstatter and Mr. Reed came forward to address Council. Mr. Morstatter thanked Council for their patience and expressed excitement for the project as a whole. He mentioned that the Boys & Girls Club has had a waiting list for a long time and that they look forward to further serving the community.

Mr. Reed thanked Council for their effort and participation. He encouraged Council and the community to visit the Boys & Girls Club's programming to see the joy it brings to children in the community. He believed those smiles to be the reason for wonderful projects such as this one.

Council Member Painter expressed sincere encouragement for the project.

Council Member Painter made a motion, seconded by Council Member Bray, that the Ordinance be approved.

Council Member Boelen expressed her support for the item and walked through a few details of the agreement.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Item 8B. Consideration and action to approve: (1) An Ordinance Amending Chapter 7 of the City Code to Implement New Video Gaming Licensure Requirements within the City; and (2) An Ordinance Setting a Date for Acceptance of Video Gaming License Applications, both as requested by the Administration Department.

Tim Gleason, City Manager, gave a brief overview of Item 8B. He believed that the Item as presented took into consideration the concerns Council previously expressed. He walked through the main provisions of the proposed Ordinance and discussed two potential amendments that had been prepared in advance should Council need them.

Council Member Black asked a procedural question regarding how the amendments would work with the overall vote. Mr. Jurgens responded by laying out procedure.

Council Member Mathy made a motion, seconded by Council Member Crabill, that the Ordinances be approved.

Council Member Black made a motion, seconded by Council Member Emig, that draft Amendment #1 be approved lowering the terminal fee for veterans and fraternal organizations.

Council and Mr. Jurgens had additional discussion on procedure.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Council Member Mathy made a motion, seconded by Council Member Mwilambwe, that draft Amendment #2 be approved limiting large truck stops to 5 terminals.

Council Member Boelen reminded Council that truck stop money received comes from transient funds and was torn in how to vote because she was concerned with equitable treatment.

Council Member Mathy offered support for his motion to limit all gaming locations to 5 terminals. He pointed out that it would be easier to increase the number of allowable machines later, but that it would be very detrimental should Council decide to reduce the number of allowable terminals once businesses had made investments for preparing for 10 machines.

Council Member Black thanked Mr. Gleason and staff for their time invested. He stated that he would not be voting for the motion and provided support for why intended to vote "No".

Council Member Carrillo was also not supportive of the motion and provided insight on why she would also be voting against the amendment.

Council Member Bray echoed Council Member Mathy's comments.

Mayor Renner complimented staff and discussed why he believed the amendment was a well-rounded approach.

Council Member Emig agreed that the Ordinances as presented reflects the request of Council. She found the decision on the amendment to be difficult, but pointed out that the State had already decided that truck stops are different than other businesses. She believed that that distinction was enough to persuade her to vote against the amendment.

Council Member Boelen complimented Council Member Painter for her efforts and commitment to this topic.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Painter, and Bray.

Nays: Council Members Emig, Carrillo, Black, and Crabill

Motion carried.

Council Member Crabill asked what happened to applications submitted during the moratorium. Mr. Jurgens walked through procedure and discussed the second Ordinance proposed under 8B. Leslie Yocum, City Clerk, clarified that no applications had been accepted during the moratorium, meaning no applications were currently on file.

Council Member Carrillo complimented staff and their efforts in preparing the Ordinances, but stated that she would not be voting in favor.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Black, Crabill, and Bray.

Nays: Council Member Carrillo.

Motion carried.

City Manager's Discussion

A. Finance Director's Report

City Manager Gleason called Finance Director Scott Rathbun forward to present the Finance Director's report.

Mr. Rathbun came forward to address Council. He provided insight through July 31, 2019. He discussed Replacement Tax being added as additional line item in his monthly presentations and walked through the various line items included in his Major Tax Revenue Summary. He went on to cover General Fund Revenue & Expenditures by Category, as well as Enterprise Funds.

Council Member Black left the meeting at 7:08 p.m. and returned at 7:10 p.m.

Council Member Boelen asked for some explanation of the red numbers used in the presentation under the Enterprise Funds. Mr. Rathbun provided additional insight into each Fund.

Mr. Gleason finished his City Manager's update. He pointed out the upcoming calendar of events available on the City's website, provided insight on the monthly Finance Director's Report, and thanked Council for approval of the item on the agenda regarding him.

Council Member Carrillo lost connection and her call ended (7:06 p.m.). Mayor Renner read a text he received from her regarding her having to return back to work.

Mayor's Discussion

Mayor Renner talked about the Downtown Music Fest, complimenting the event. He pointed out the upcoming Labor Day parade and talked about upcoming Boards and Commissions appointments.

Council Member's Discussion

Council Member Black thanked Mr. Gleason for his efforts as City Manager and offered support for the work he has accomplished over the last year. He talked about feedback he's received and stressed Mr. Gleason having done a great job!

Council Member Bray echoed Council Member Black's comments. She discussed the process used in evaluating the City Manager and thanked the rest of Council for the smooth and efficient process used. She also thanked Mr. Jurgens and Council Member Black for their assistance in the review.

Council Member Mathy also thanked and complimented Mr. Gleason. He believed the process used in the evaluation was wonderful and pointed out that the goals for the City Manager were synergistic. He went on to point out that ticket sales for the Bloomington Center of Performing Arts opened last week and was impressed by the season announced.

Council Member Mwilambwe also echoed his peers regarding Mr. Gleason. He stated that he has always felt that Council made the right decision in choosing Mr. Gleason as City Manager and believed it was one of the most important decisions he's been a part of making.

Executive Session

Adjournment

Council Member Black made a motion, seconded by Council Member Painter, that the meeting be adjourned.

Motion carried unanimously (viva voce).

The meeting adjourned at 7:24 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: Legal

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on approving an Ordinance Amending the Liquor Code to Provide for and Regulate Curbside Pickup and Off-premises Delivery of Alcohol, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

-Objective 3a. Retention and growth of current local businesses

BACKGROUND: Recently, several retail stores in the Bloomington Normal community have begun to offer curbside pickup and/or home delivery of alcoholic beverages. Regarding curbside pickup, Section 20 of the liquor code regulates, to some degree, the transfer of alcohol from a retailer to persons in a motor vehicle, but that ordinance pertains primarily to drive-up liquor establishments and is somewhat out of date. As detailed below, the proposed ordinance will update and provide additional safeguards for curbside delivery.

Regarding home delivery, State law currently allows liquor sales to a purchaser's home provided that: 1. the seller has a license from the State for off-premises sale; 2. the local jurisdiction allows home delivery; 3. there are safeguards in place to ensure that the person accepting the product is over 21 years of age; and 4. the delivery person may not accept payment or take orders at the delivery location.

Our current liquor code does not specifically allow deliveries of alcohol, nor does it regulate off-premise sales to ensure that they are made only to persons over 21 years of age. City staff believe that the proposed ordinance provides reasonable regulations and safeguards that will allow licensed retailers to offer the pickup and delivery services that customers desire. The following conditions are included in the proposed ordinance:

1. the license must register its curbside pickup service with the City Clerk;
2. Basset training will be required for employees making deliveries of alcoholic liquor;
3. delivery would be prohibited if the customer is intoxicated and the employee must confirm that the customer is 21 years of age or older;
4. the licensee must keep records of all alcohol deliveries for a period of at least 6 months and provide those records when requested by the Police Department or Liquor Commissioner; and

5. curbside pickup or delivery may not occur outside the hours authorized for sale of alcohol.

The proposed ordinance is in all substantive respects the same as an ordinance passed by the Town of Normal in August that also regulates curbside pickup and delivery of alcohol. The adoption of reciprocal ordinances will benefit the Bloomington and Normal community by increasing options for consumers and by providing local businesses with a uniform system of regulation. It should be noted that the Normal ordinance allows Bloomington retailers to deliver in the Town of Normal, provided that Bloomington adopts reciprocal regulations allowing Normal retailers to deliver alcohol in the City of Bloomington prior to October 1.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The proposed ordinance was discussed by the Bloomington Liquor Commission in May, June and September of this year. City of Bloomington and Town of Normal Legal staff worked together toward drafting the proposed ordinance.

FINANCIAL IMPACT: As when purchased in person in stores, all applicable taxes including the package liquor tax is charged to the purchaser and the tax revenue collected is remitted to the State and/or City in accordance with State Statutes and City Ordinances.

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:

Leslie Yocum

Leslie Yocum, City Clerk

9/17/2019

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/17/2019

Jeff Jurgens

Jeff Jurgens, Corporation Counsel

9/18/2019

Tara Henry

Tara Henry, Legislative Assistant

9/18/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 1B Ordinance 2019-73 for Curbside Pickup and Off-Premise Delivery of Alcohol

ORDINANCE NO. 2019-73

AN ORDINANCE AMENDING THE LIQUOR CODE TO PROVIDE FOR AND REGULATE CURBSIDE PICKUP AND OFF-PREMISES DELIVERY OF ALCOHOL

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, under both its home-rule powers and the authority granted under the Liquor Control Act of 1934, the City has broad authority to enact local regulations and procedures for the conduct of sale and consumption of alcoholic liquor for the general welfare of this community; and

WHEREAS, it is in the best interests of the health, safety, and welfare of the citizens of Bloomington to amend the City Liquor Code to regulate the curbside pickup and off-premise delivery of alcohol.

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

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

SECTION 2. Chapter 6 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended by adding subsection (c) to read as follows:

(c) All of the actions specified in subparagraph (a) for curbside pickup and off-premises delivery of alcoholic liquor shall be subject to the conditions provided in Section 32 of this Chapter.

SECTION 3. Chapter 6, Section 20, of the Municipal Code of the City of Bloomington, Illinois 1960, as amended, is hereby amended by adding Section 32 to read as follows:

SEC. 32 CURBSIDE PICKUP AND OFF-PREMISES DELIVERY.

- (a) No Licensee may deliver or serve alcoholic liquor for off-premises consumption outside of the interior of the licensed premises except as provided in this Section except as allowed for drive-up windows as set forth in Section 20(a).
- (b) The holder of a Class PA or PB license may assist customers in placing alcoholic liquor inside of their vehicle after the alcoholic liquor has been purchased inside a licensed establishment.
- (c) The holder of a Class PA or PB license with a licensed premises of 10,000 square feet or more may allow online or telephone purchases of alcoholic liquor and curbside pickup of those purchases if all of the following requirements are met:
 - (1) The licensee has registered its curbside-pickup service with the City in the form and manner required by the City Clerk.
 - (2) The licensee's employee or agent making the curbside delivery has completed all BASSET training required for making deliveries of alcoholic liquor under the Liquor Control Act of 1934.
 - (3) The licensee's employee or agent making the curbside delivery is at least 21 years of age.
 - (4) The licensee may not take an online or telephone order for alcoholic liquor from any person that the licensee reasonably knows or should know to be less than 21 years of age. The licensee must have reasonable processes in

place to ensure that persons under the age of 21 are not allowed to place online or telephone orders for alcoholic liquor.

- (5) The licensee's employee or agent making the curbside delivery must verify that the person to whom the delivery is made is 21 years or older.
 - (6) Curbside delivery may not be made to any person who is intoxicated. Curbside delivery may not be made to a vehicle if any occupant of that vehicle is intoxicated.
 - (7) The curbside delivery must occur on the licensed premises. It may not occur on any public right of way.
 - (8) The curbside delivery may not occur outside of the hours where the sale of alcoholic liquor is authorized for a Class PA or PB license.
- (d) The holder of a Class PA or PB license with a licensed premises of 10,000 square feet or more may allow online or telephone purchases of alcoholic liquor and delivery of those purchases if all of the following requirements are met:
- (1) The licensee has registered its delivery service with the City in the form and manner required by the City Clerk.
 - (2) The licensee's employee or agent making the delivery has completed all BASSET training required for making deliveries of alcoholic liquor under the Liquor Control Act of 1934.
 - (3) The licensee's employee or agent making the delivery is at least 21 years of age.
 - (4) The licensee may not take an online or telephone order for alcoholic liquor from any person that the Licensee reasonably knows or should know to be less than 21 years of age. The licensee must have reasonable processes in place to ensure that persons under the age of 21 are not allowed to place online or telephone orders for alcoholic liquor.
 - (5) The licensee's employee or agent making the delivery must verify that the person to whom the delivery is made is 21 years or older. The employee agent making the delivery must require identification, proof of age and the signature of the individual to whom delivery is made. The licensee must maintain a record of all deliveries, which must include the name of the delivery driver, name of the purchaser, the address where delivery was made, the name, date of birth, and signature of the person to whom delivery was made, and a list of all alcoholic liquor items delivered. The licensee must retain the delivery record for at least 6 months and must make the record available for examination and copying immediately upon request by the City of Bloomington Police Department or the Local Liquor Commissioner.
 - (6) Delivery may not be made to any person who is intoxicated.
 - (7) The delivery may not occur outside of the hours where the sale of alcoholic liquor is authorized for a Class PA or PB license in the City of Bloomington.
- (e) Any violation of this Section is a violation of the conditions of the licensee's Class PA or PB license. In addition to any other fine, penalty, revocation or suspension, the Local Liquor Commissioner may suspend or revoke the licensee's authority to provide curbside pickup or off-premise delivery. Any such revocation or suspension must be made in accordance with the provisions of this Chapter pertaining to license revocation or suspension.

- (f) A retailer that is licensed by the Town of Normal to sell and deliver alcoholic liquor may make deliveries to locations in the City of Bloomington if the retailer meets all requirements of subsection (d) of this Section, with the exception of the requirement that the retailer must hold a Class PA or PB liquor license; instead, the retailer must hold a Normal license that permits sale of packaged alcohol for consumption off-premises. The delivery under this subsection, (f), may occur if the Town of Normal has adopted regulations to provide that a violation of subsection (d) of this Section is a violation of the retailer's license.
- (g) If the Town of Normal has adopted regulations to allow the delivery of alcoholic liquor by licensees of the City of Bloomington to locations in the Town of Normal, then it is a violation of the licensee's Class PA or PB license if it makes a delivery to a location in the Town of Normal in contravention of any regulation of the Town of Normal regarding delivery.
- (h) The restrictions of subsection (d) do not apply to alcoholic liquor that is shipped through the US Mail or any interstate freight shipping company.

SECTION 4. The City Clerk is authorized and directed to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance takes effect 10 days after passage.

SECTION 6. This ordinance is adopted under Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution, 1970.

PASSED this 23rd day of September 2019.

APPROVED this ____ day of September 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: Finance

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,374,565.88, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Bills, Payroll, and Electronic Transfers on file in the City Clerk's Department, available at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$8,374,565.88 (Payroll total \$2,520,419.88, Accounts Payable total \$4,312,863.60, Electronic Transfers total \$1,427,291.04, and Procurement Card Purchases total \$113,991.36).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

Scott Rathbun

Scott Rathbun, Finance Director

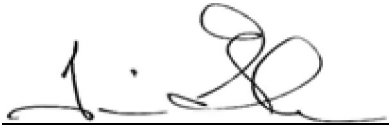
9/18/2019

Jara Henry

Jara Henry, Legislative Assistant

9/18/2019

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report 092319

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
9/13/2019	\$ 2,015,449.57	\$ 504,970.31	\$ 2,520,419.88

Off Cycle Adjustments

ACCOUNTS PAYABLE (WIRES)		PAYROLL GRAND TOTAL	\$	2,520,419.88
Date	Bank	Total		
9/23/2019	AP General	\$	4,113,470.26	
	AP JM Scott			
9/23/2019	AP Comm Devel	\$	78,231.76	
9/23/2019	AP IHDA	\$	1,500.00	
9/23/2019	AP Library	\$	38,907.43	
9/23/2019	AP MFT	\$	7,595.86	
9/12/2019-9/17/2019	Out of Cycle	\$	73,158.29	
5/9/2019-9/4/2019	AP Bank Transfers	\$	1,427,291.04	
AP GRAND TOTAL		\$	5,740,154.64	

PCARDS		Total
Date Range		
8/1/2019-8/31/2019		\$
PCARD GRAND TOTAL		\$
		113,991.36

TOTAL	\$ 8,374,565.88
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Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: Administration

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to Approve Appointments to the Cannabis Task Force, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: The Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointment of:

Cannabis Task Force:

Jenn Carrillo to the Cannabis Task Force. Jenn's appointment will be effective upon Council approval. No application is required.

Julie Emig to the Cannabis Task Force. Julie's appointment will be effective upon Council approval. No application is required.

Greg Scott to the Cannabis Task Force. Greg's appointment will be effective upon Council approval. No application is required.

Aaron Veerman to the Cannabis Task Force. Aaron's appointment will be effective upon Council approval. No application is required.

John Walsh to the Cannabis Task Force. John's appointment will be effective upon Council approval. Application is on file in the Administration Office.

Deb Carter to the Cannabis Task Force. Deb's appointment will be effective upon Council approval. Application is on file in the Administration Office.

De Urban to the Cannabis Task Force. De's appointment will be effective upon Council approval. Application is on file in the Administration Office.

Jan Lancaster to the Cannabis Task Force. Jan's appointment will be effective upon Council approval. Application is on file in the Administration Office.

Linda Foster to the Cannabis Task Force. Linda's appointment will be effective upon Council approval. Application is pending and will be on file in the Administration Office.

Olivia Butts to the Cannabis Task Force. Olivia's appointment will be effective upon Council approval. Application is pending and will be on file in the Administration Office.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

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: Beth Oakley, Executive Assistant

Reviewed by:

Leslie Yocum

Leslie Yocum, City Clerk

9/18/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 1B Roster Appointments 9.23.19

Cannabis Task Force

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Council	Jenn	Carrillo		2019	09/23/19									
x	Council	Julie	Emig		2019	09/23/19									
x	Law Enforcement	Greg	Scott		2019	09/23/19									
x	Law Enforcement	Aaron	Veerman		2019	09/23/19									
x	Business	De	Urban		2019	09/23/19									
x	Business	Jan	Lancaster		2019	09/23/19									
x	Addiction Specialist	Deb	Carter		2019	09/23/19									
x	Community	Linda	Foster		2019	09/23/19									
x	Community	Olivia	Butts		2019	09/23/19									
x	Community	John	Wash		2019	09/23/19									

Details:

Term: Term Limit per City Code:
Members: 10 members to include 2 Council members, 2 law enforcement officers, 2 business owners/prospective business owners, 1 addiction specialist, and 3 community group representatives
Number of members the Mayor appoints: 10
City Code: Resolution 2019-28
Required by State Statute: No
Intergovernmental Agreements: None
Meetings: To be determined
Charge: Evaluate the impact and make policy proposals in relation to the legalization of cannabis, including zoning for cannabis businesses, on premises use, and taxation. Initial findings and recommendations to be offered to the Committee of the Whole on 10-21-19.
Number of Vacancies: 0
Number of Expired Board Members: 0
Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes: Task Force formed 9-9-19 and members appointed 9-23-19

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: Human Resources

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on Classified (non-union) IMRF Retirement awareness, as requested by the Human Resources Department.

RECOMMENDED MOTION: Informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.

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 28, 2016, the Local Government Wage Increase Transparency Act ("Act"), took effect to require the disclosure and discussion of certain wage increases/payments that may have a pension impact. These payments and other required disclosures for retirement payments being made to Classified employees were discussed in an open meeting of the Bloomington City Council on November 28, 2016 as required under the Local Government Wage Increase Transparency Act.

In Bloomington, employees have historically been able to accrue sick leave and then structure the payout over a three-month period prior to retirement or voluntary termination from the City. In 2009, the City began enacting policies that ceased the structured payout of sick leave for new employees. These new policies were in place for Classified employees in 2012 and in all applicable union contracts by 2014. In the fall of 2015, the City Council debated making further changes to how sick leave is paid, and approved Resolution No. 15-42. In October 2018, an ordinance was approved which directed the City Manager to not bring to the City Council any collective bargaining agreement renewals unless each modifies the timing of how accrued sick leave is paid to eligible employees, to significantly reduce the artificial inflation of employee pensions. As a result of recent agreements enacted with multiple union groups across the City, Classified employees eligible for the Sick Leave Buy Back (SLBB) benefit must provide their intent to retire notice by October 31, 2019 and leave the City by April 30, 2020 in order to have SLBB funds paid in a way that positively impacts their pension benefit.

In accordance with the Local Government Wage Increase Transparency Act, the City has its ninth Classified employee 'triggering' event with the retirement of George Kutz. Mr. Kutz is the Superintendent of Solid Waste in the Public Works Department, and a non-

represented (Classified) employee in the Illinois Municipal Retirement System (IMRF) who has expressed his intent to retire from the City as of December 13, 2019.

In accordance with policies and practices of the City for Classified employees hired before May 1, 2012, Mr. Kutz has accrued \$39,073.82 of unused, accrued sick leave which is to be paid into his retirement health savings (RHS) account, to be made in three (3) equal payments in the 3 months (September, October and November) prior to his retirement. Under Section 5(c) of the Act, the following disclosures are made:

Employee Name: George Kutz

- (1) The identity of the employee: George Kutz
- (2) The purpose and amount of the increases or payments: \$51,935.62 (includes \$39,073.82 of earned sick leave and \$12,861.80 of accrued vacation time that will be paid out upon retirement - assumes no sick leave or vacation usage until retirement date)
- (3) The proposed retirement date: December 13, 2019
- (4) The effect of the payment(s) upon the expected retirement annuity of the employee: an increase of \$406.37 per month
- (5) The effect of the payment(s) upon the liability of the employer to the Article 7 Fund: The disclosable payment is projected to increase the pension liability of the City by \$70,555.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The estimated amount of Mr. Kutz's sick leave/vacation payout is anticipated to be \$51,935.62, assuming he does not diminish his sick leave bank or use vacation time prior to his retirement date. The "accelerated payment" for this payout is expected to be \$70,555.00.

Pursuant to legislation from 2012, the accelerated payment is the upfront funding of a pension liability and is not an additional penalty paid by the City. Payments of this type are not budgeted. Costs have historically been expected to be absorbed by other operational savings. Due to the City's policy changes enacted to address the impact of Sick Leave Buy Back payouts on pension liabilities, an increase in retirements may occur necessitating the use of Fund Balance. If necessary, a budget amendment will be processed at the end of the year.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Josh Hansen, Compensation & Benefits Manager

Reviewed by:

Angie Brown

Angie Brown, Assistant Human Resources Manager

9/9/2019

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/10/2019

Jeff Jurgens

Jeff Jurgens, Corporation Counsel

9/16/2019

Jara Henry

Jara Henry, Legislative Assistant

9/18/2019

Recommended by:



Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: September 23, 2019

SPONSORING DEPARTMENT: Public Works

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of watershed consulting services from McLean County Soil and Water Conservation District (MCSWCD), pursuant to an Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean, and MCSWCD, for Lake Bloomington and Evergreen Lake Watershed Plan updates, in the amount of \$71,250, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2b. Quality water for the long term
- Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: Public Works is recommending the approval of watershed consulting services from MCSWCD, pursuant to an Intergovernmental Agreement between the City of Bloomington, MCSWCD, Town of Normal, and the County of McLean. The project will use \$71,250 from the Water Fund, \$58,375 from the IEPA 319(h) Grant for Watershed Planning, and \$20,000 from the Illinois Farm Bureau. The funding will pay for updated watershed plans for Lake Bloomington and Evergreen Lake, pursuant to a previously-approved cost share commitment, for a total of \$149,625. Public Works will also briefly highlight previous successes with healthy watershed planning as well as future plans to continue the efforts.

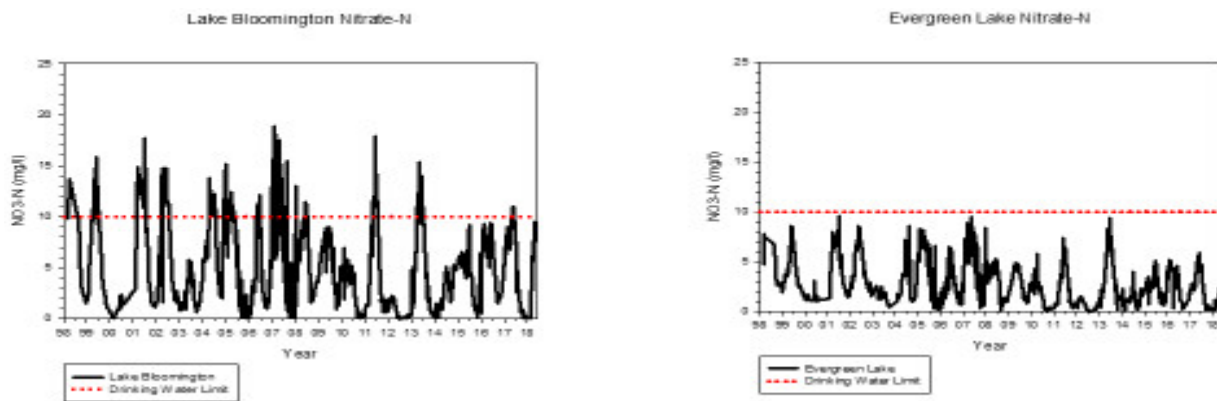
In 2008, watershed plans for Lake Bloomington and Evergreen Lake by the McLean County Soil and Water Conservation District (MCSWCD), along with local governments, landowners, local experts and concerned citizens, were approved by the IEPA. The plans include practices that decrease the amount of nutrients and sediment entering our water supply reservoirs. Since most of the land in the watersheds is in agricultural production, most of the emphasis in implementation and outreach was focused on the agricultural community.

Using these plans, the City of Bloomington, MCSWCD and other groups have been successful with implementing projects to address sources of impairment of water quality in our reservoirs that were identified in the original watershed plans, including:

- 🔴 Stabilizing shorelines - more than 7,000 feet of highly erodible shoreline have been stabilized (approximately \$130,000 in grants from IEPA Priority Lake and Watershed

Improvement Program, Illinois Department of Agriculture and Reservoir Fishery Habitat Partnership grants).

- ❖ Stabilizing stream banks - approximately 5,000 feet of eroding streambank was stabilized at T2 and T3 in the Evergreen Lake watershed (approximately \$100,000 Conservation Innovation, Reservoir Habitat Partnership and Prairie Community Foundation grants).
- ❖ Expanding buffers, filter strips and grass waterways along agricultural land (ongoing effort with MCSWCD and the United States Department of Agriculture Natural Resources Conservation Service).
- ❖ Promoting the use of cover crops to prevent nutrient loss and soil erosion from farm fields (\$96,759 IEPA 319(h) grant; ongoing effort with MCSWCD).
- ❖ Increasing public education addressing urban issues that affect the watershed - “Your Water, Your Future” (\$90,000 IEPA 319(h) grant, MCSWCD, ISU).
- ❖ The City of Bloomington has created successful partnerships with various organizations for scientific research, which enables the City of Bloomington to understand how our watershed areas behave and react to environmental factors such as storm events, tile flow and nutrient loading. ISU and the University of Illinois have been integral in gathering the necessary data that will be used to update the Watershed Plans.
- ❖ The Lake Bloomington watershed has been selected for a National Water Quality Initiative Pilot program from the United States Department of Agricultural-Natural Resources Conservation Service. A customized watershed assessment and outreach plan has been developed for the Lake Bloomington watershed. Producers and landowners in the watershed can now apply for financial assistance to install a variety of conservation practices that improve water quality, decrease soil erosion and enhance wildlife habitat.
- ❖ The Evergreen Lake T-3 wetland project was constructed in 2012 on a one-acre parcel. The project was fully funded by the City of Bloomington.
- ❖ The Lake Bloomington Coke wetland was constructed in 2015 on a one-acre parcel. The project was funded by Coca-Cola Company in the amount of \$25,000. The project included monitoring equipment that the University of Illinois monitors for water quality.



Graphs of nitrate-nitrogen concentrations in Lakes Bloomington and Evergreen, compared to the drinking water limit of 10 mg/l nitrate-nitrogen. Seasonally, nitrate levels in Lake Bloomington can rise above the limit, requiring the use of Evergreen Lake as the source of drinking water. The proposed watershed plan updates will analyze lake and watershed data collected since the original plans were written, to determine trends and assess the effectiveness of management measures undertaken by the City, McLean County SWCD, producers and other partners.

On July 23, 2018, the City of Bloomington Council approved the cost share commitment for an IEPA Section 319(h) grant application, should the grant be awarded, to update the existing watershed plans for Lake Bloomington and Evergreen Lake. On August 23, 2019, MCSWCD was notified that the grant application was approved by the IEPA.

What is the IEPA Section 319(h) Grant Program?

The Section 319(h) Grant Program is a competitive financial assistance grant program established to help control nonpoint source (NPS) pollution. Under Section 319(h) of the Clean Water Act, federal funds are allocated to the designated water quality agency in each state, as well as tribes and U.S. territories. These funds are then used to support state NPS management programs. Illinois' Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program 319(h) Grant Program offers financial assistance for five project categories:

1. Development of a Watershed Based Plan, Total Maximum Daily Load (TMDL) or Load Reduction Strategy (LRS)
2. Implementation of a Watershed Based Plan, TMDL or Load Reduction Strategy (LRS)
3. Best Management Practice Implementation to control or prevent NPS pollution
4. NPS Pollution Information and Outreach Activities
5. Monitoring/Research

If approved, the City of Bloomington will engage the services of MCSWCD to update the existing, 10-year-old watershed plans for Lake Bloomington and Evergreen Lake. MCSWCD will engage the services of consultants that have developed, and updated watershed plans for other central Illinois water supply reservoirs in conjunction with their county's Soil and Water Conservation Districts. The older versions served the Department well, since they were used as the documentation to acquire many of the grants the City has received over the years to offset costs of shoreline and stream stabilization, and other watershed related studies and activities.

The City of Bloomington and the MCSWCD partnered with ISU to perform field studies within the watersheds of both reservoirs. The data that is collected and analyzed will become part of the watershed update in conjunction with consultants and other organizations. The partnership has allowed the Department to obtain critical data while minimizing the time that would be required of staff to gather and analyze the collected data. In turn, the Department uses this data to inform our practices at the water treatment plant and in the watershed. The highly motivated students perform their work under the supervision of faculty, so that the City is receiving professional supervision along with the efforts of the supported students. This partnership between the City of Bloomington and ISU has been integral to master's degree thesis research projects of seven students. This allows the City of Bloomington to benefit from the research conducted by students while providing students the opportunity to learn, solve problems and evaluate data using high tech instruments.

MCSWCD will compile and analyze updated information and data collected since the original plans were published. The updates will also incorporate the nine essential elements that are required for watershed projects to be eligible for Environmental Protection Agency (EPA) grant funding (right). A great deal of progress has been made in our source water improvement and protection program since the original plans were written, and the updates are necessary to continue that progress.

Using budgeted funds as match, the Department can increase the amount of work accomplished for the water supply than we could perform without the grants. The updated watershed plans will enable the Department to continue applying for the competitive implementation grants of the IEPA 319(h) program and continue with its most important mission - producing the highest quality water for our residents and customers.

9 Elements of Watershed Planning

1. Identify causes and sources of pollution that need to be controlled.
2. Determine load reductions needed.
3. Develop management measures to achieve goals.
4. Identify technical and financial assistance needed to implement plan.
5. Develop information/education component.
6. Develop implementation schedule.
7. Develop interim milestones to track implementation of management measures.
8. Develop criteria to measure progress towards meeting watershed goals.
9. Develop monitoring component

Please follow the link below for the current Watershed Program for Lake Bloomington:

<http://mcleancountyswcd.com/lake-bloomington-plans/>

Please follow the link below for the current Watershed Program for Evergreen Lake:

<http://mcleancountyswcd.com/lake-evergreen-plans/>

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Soil and Water Conservation District, Illinois Farm Bureau, Illinois State University, University of Illinois, Town of Normal, McLean County, Illinois Department of Agriculture, United States Department of Agriculture, Illinois Environmental Protection Agency, The Nature Conservancy, Friends of Everbloom.

FINANCIAL IMPACT: Funds are included in the Water Purification-Other Professional & Technical Services account (50100130-70220) for the City's share of the project totaling \$71,250.00. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 120.

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:

Robert D. Yehl

Robert D. Yehl, Assistant Director of Public Works

9/10/2019

Chris Tomerlin

Chris Tomerlin, Budget Manager

9/11/2019

Carla Murillo

Carla Murillo, Procurement Manager

9/12/2019

Lara Henry

Lara Henry, Legislative Assistant

9/18/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 1B IGA 319(h) Grant 09232019
- PW 1C Grant Application 319(h) Grant 09232019
- PW 1D Northwater Contract 319(h) Grant 09232019
- PW 1E Project Update 319(h) Grant 09232019
- PW 1F Lake Bloomington Watershed Executive Summary 319(h) Grant 09232019
- PW 1G Evergreen Lake Watershed Executive Summary 319(h) Grant 09232019
- PW 1H Watershed Maps 319(h) Grant 09232019

INTERGOVERNMENTAL AGREEMENT 2018-2021

This agreement is entered into as of this 1st day of October 2018, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2018 and ends October 1, 2021.

C. Payment:

The City, Town and County shall pay the District the following amounts for services:

- a. The first year of the agreement (2018) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2019), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2020), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural and conservation practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases, social media, field days and demonstration sites.
- Work closely with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.

- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau and Friends of EverBloom.
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors and Army Corp of Engineers to ensure successful implementation of projects and grants.

E. **Indemnification and Hold Harmless:**

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau, and Friends of EverBloom.

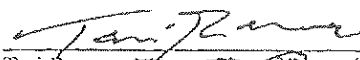
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal, and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors, and Army Corp of Engineers to ensure successful implementation of projects and grants.

E. **Indemnification and Hold Harmless:**

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.



Tari Renner, Mayor, City of Bloomington


Attest Signature

July 24, 2018

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date



Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Section 319 Application — Project Details Section

All Applicants Must Complete a [Uniform Application for State Grant Assistance](#) and [Uniform Budget Template](#).

The Illinois Environmental Protection Agency (Illinois EPA) is authorized to require this information under 415 ILCS 5/4(k). Disclosure of this information is required. Failure to do so may prevent this form from being processed and could result in your application being denied.

1. Project Title: (75 character maximum) Lake Bloomington and Evergreen Lake Watershed Plan Update

2. Project Applicant: McLean County Soil & Water Conservation District

3. Identify the 8-digit Hydrologic Unit Code(s) (HUC) where the project is located:

HUC #	Name	Planning Priority	Implementation Priority
07130004	Mackinaw River	FFY 2017	FFY 2019

[Add New Line](#)

[Subtract Line](#)

Don't know the HUC?
See RMMS
link in page footer.

4. Project Type: (Check all that apply.)

- ☒ Develop or update a watershed-based plan or Total Maximum Daily Load (TMDL) Implementation Plan
- ☐ Best Management Practice (BMP) Implementation
- ☐ Information/Education/Outreach
- ☐ Environmental Monitoring or Social Monitoring/Indicator Effort
- ☐ Other

Check box if project is recommended as
part of an Illinois EPA approved watershed-
based plan or a TMDL Implementation Plan

5. Project Description: (add additional pages as necessary. See Item 10 in the Overflow Section on the last page of the Application.)

In terms of water quality and NPS pollution control, at a minimum, describe 1) the project and the problems it will resolve or prevent, 2) the specific outputs including details about the proposed BMPs and the techniques used, watershed- based plan development or update, monitoring or education to be conducted, and 3) how the project will implement the goals of an Illinois EPA watershed-based plan.

In order to improve water quality in Lake Bloomington and Evergreen Lake, reductions in sediment, and nutrients are needed from both tributary streams and within the lakes. Two TMDLs have been approved and a watershed plan was completed in 2008. The outdated plan needs updating and improvements as well as specifics to facilitate action. Our planning approach (see attached overflow document) will include a detailed watershed characterization, quantifying point and nonpoint source pollution and identifying site-specific treatment practices; load reductions will be calculated for these practices and compared against water quality targets and total loading. We will negotiate BMPs with willing producers in order to move directly from planning to implementation, coordinate with local agencies and groups to encourage practice adoption, promote cover crops, and produce a usable and SPECIFIC Watershed Implementation Plan. The project will identify all in-lake and external sources of nutrients, sediment and bacteria, and will include a detailed assessment of lake bank and streambank erosion. The plan will meet and exceed all 9 minimum elements of a watershed plan. It will include the creation of a custom and accurate landuse and layer, identification of tillage practices, gully erosion, and a spatially explicit pollution loading model that can be used to target BMPs to the most critical areas and quantify annual loadings of sediment, nitrogen. Point source pollution will be evaluated as treatment plant discharges are considered a source of the phosphorus impairment.

6. Illinois Integrated Water Quality Report and Section 303d List information: Enter the Illinois EPA Integrated Report information for all Assessment Unit IDs (AUID) that will be positively impacted by this project. (Add more lines as necessary.)

The following information was taken from the: 2016 Illinois Integrated Water Quality Report and Section 303d List

Information for this table can be found in the
Integrated Water Quality Report and Section 303(d) List.
Use Appendix B-2 and B-3 of the most recent report.

See RMMS for AUID and Hydrologic Unit Codes (HUC).
Link in page footer.

Waterbody Name	AUID	10-Digit HUC	Use Attainment	Causes	Sources
Lake Bloomington	IL_RDO	0713000402	F582, N583, N584, X585, X586, N590	274, 399, 403, 462, 479	10, 140, 71, 95, 181, 156
Evergreen Lake	IL_SDA	0713000405	F582, N583, F584, X585, X586, N590	274, 403, 462	10, 140, 95, 144, 181, 156
Sixmile Creek	IL_DKN-01	0713000405	N582, X583, X585, X586, F590	84, 319, 322, 371, 501	20, 142, 140, 144, 156

7. Status of Watershed-Based Plan or Total Maximum Daily Load (TMDL) Report for project area: (Choose all that apply)

Watershed-Based Plan	Completed
a) Name(s) of the current watershed-based plan: Lake Bloomington Management Plan/Evergreen Watershed Plan	
b) Impairments addressed in plan: Nitrogen, Phosphorus, Sediment	
c) Plan publication approved date:	06/22/08
d) Plan website link(s): (if available) https://web.extension.illinois.edu/lmw/downloads/22860.pdf / www.epa.state.il.us/water/tmdl/implementation/evergreen/lake-evergreen-water....	

TMDL	Completed
a) Name(s) of the current TMDL: Lake Bloomington TMDL / Evergreen Lake TMDL (2006)	
b) Impairments addressed in the TMDL: Nitrate, Phosphorus	
c) Date TMDL publication was approved by IEPA	9/28/2007
d) TMDL website link(s): (if available) http://epa.illinois.gov/Assets/iepa/water-quality/watershed-management/tmdls/reports/bloomington-lake/lake-bloomington.pdf	

8. Estimate the project area that will be positively impacted by this project: (Choose one.)

☐ _____ Square Miles

☒ 68,830 Acres

The USGS Streamstat interactive map is a great tool to calculate watershed size.

9. Nonpoint Source (NPS) of pollution to be addressed by project: (Check all that apply.)

Source(s)	☒ Agriculture	☐ Silviculture
	☐ Construction	☒ Urban Runoff/Stormwater
	☒ Hydrological Modification/Wetlands	☐ Other Nonpoint Source Pollution
	☐ Resource Extraction	

10. a. Is any part of the proposed project being implemented as part of a mitigation effort as required by Illinois state law or federal law?

☐ Yes ☒ No

b. Is any part of the proposed project identified as an action to meet NPDES permit requirements, including MS4 permits, or is this project required by Illinois state law or federal law?

☐ Yes ☒ No

[Urban BMPs-Supplemental Guidance for Funding Eligibility](#)

11. Does this project include BMP implementation? ☐ Yes ☒ No

The design/engineering approval of the BMPs will be completed by the following: (check all that apply)

- ☐ Licensed or Registered Professional Engineer of Illinois that has proven experience designing BMPs
☐ USDA Natural Resources Conservation Service Staff
☐ USDA Natural Resources Conservation Service certified Technical Service Provider
☐ Other: _____

12. BMP types to be installed -- Enter a summary of all of the BMPs to be implemented: For additional explanation - hover cursor over cells.

BMP Type	Number of Sites	Total Units Installed	Primary Cause	See Code List Below			WBP/TMDL Page No.	BMP Constr. Cost
				2nd Cause	3rd Cause			
Total								\$0.00

Other BMPs _____

The following is a list of causes for the table above.

84 Alteration in Stream-side or Littoral Vegetative Covers	319 Other Flow Regime Alterations	452 Nitrogen, Nitrate
91 Ammonia (Un-ionized)	322 Oxygen, Dissolved	462 Phosphorus (Total)
99 Atrazine	371 Sedimentation/Siltation	463 Cause Unknown
138 Chloride	385 Sulfates	478 Aquatic Plants (Macrophytes)
273 Manganese	399 Total Dissolved Solids	479 Aquatic Algae
308 Ammonia (Total)	400 Fecal Coliform	500 Changes in Stream Depth and Velocity Patterns
312 Non-native Aquatic Plants	403 Total Suspended Solids (TSS)	501 Loss of Instream Cover
313 Non-native Fish, Shellfish, or Zooplankton	413 Turbidity	
317 Oil and Grease	441 pH	

13. Have specific BMPs, including type, units, location, and landowner been identified? ☐ Yes ☐ No

Region V Load Estimate Spreadsheet
([http://it.tetratech-ffx.com/step/models\\$docs.htm](http://it.tetratech-ffx.com/step/models$docs.htm))

See RMMS for AUJD, Hydrologic Unit Codes (HUC) and
Latitude/Longitude. Link in page footer.

14. Does this project include outreach, information, and/or education activities? ☒ Yes ☐ No
Provide a summary of activities to be implemented and why they are needed.

The McLean County SWCD, City of Bloomington, Illinois Farm Bureau will coordinate to host a series of planning meetings and workshops and conduct one-on-one landowner outreach. Planning meetings will include information on the watershed plan process and results; input on problems, solutions and priorities will be solicited. Two workshops will focus on cover crops and soil health. Landowners will be contact to set up a series of one-on-one meeting to survey properties, identify BMPs and determine willingness to implement

15. List outreach, information, and/or education products: (Add more lines as necessary.)

Products	Audience	Number Produced	Total Cost	Comments
Total			\$0.00	(Make sure these costs are reflected in the budget.)

16. Does the project include a component for environmental or social indicator monitoring? ☐ Yes ☒ No

For information and guidelines on how to develop a Quality Assurance Project Plan (QAPP), go to: <http://www.epa.gov/quality/qs-docs/r5-final.pdf>

17. Does the applicant or a project partner have a Quality Assurance Project Plan (QAPP) for the environmental or social indicator monitoring component(s) of this project? ☐ Yes ☐ Under Development ☐ No

18. Scope of Work: List all tasks needed to implement the project and the entities responsible for these tasks. Provide a brief description of each task. (Add lines as necessary.)

ID	Task	Responsible Entity	QUARTERS (grouped monthly)							
			1 st 1-3	2 nd 4-6	3 rd 7-9	4 th 10-12	1 st 13-15	2 nd 16-18	3 rd 19-21	4 th 22-24
1	Local Coordination; initial public and landowner contact. Meet with local agency staff.	SWCD, Farm Bureau, City of Bloomington, Consultant	X							
2	Watershed Inventory, analysis and description. Data mining (GIS and water quality)	SWCD, Consultant	X	X						
3	Conduct watershed windshield survey and individual property visits	SWCD, Consultant	X	X	X					
4	Conduct lake shoreline and streambank erosion inventory	Consultant		X						
5	Create custom landuse layer and develop pollution load model; map specific BMPs	Consultant	X	X	X	X				
6	Model calibration, load reductions	Consultant				X	X			
7	Public meeting to present results; continue one-on-one landowner meetings	SWCD, Consultant				X				
8	Workshops	SWCD, Farm Bureau, City of Bloomington					X	X		
9	Cost estimates, milestones, schedule, responsible parties	SWCD, Consultant						X		
10	Finalize Watershed Plan and host one final public meeting	SWCD, Consultant						X	X	

Comments

19. Complete the Logic Model. (Add lines as necessary.)

Inputs ¹	Outputs ²		Outcomes - Impacts		
	Activities	Participation	Short Term ³	Intermediate Term ⁴	Long Term ⁵
What we invest	What we do	Who we reach	Reactions	End results of project	Behavior and env. change
Watershed Assessment	Livestock, gully, streambank inventory. Identify specific BMPs	Landowners, IEPA, NRCS, SWCD, Env. Groups, Cities	Active landowner engagement and involvement; education	Willing landowners and adoption of strategic BMPs	Reduction in pollutant loads; removal of lake/stream from impaired list
Pollutant Load Modeling	Nutrient and sediment load model	IEPA, SWCD, NRCS, Cities	Increased local knowledge of pollutant sources and solutions	Willing landowners and adoption of strategic BMPs	Reduction in pollutant loads; removal of lake/stream from impaired list
Identification of priority areas and pollution sources	Area prioritization and advanced spatial analysis; custom landuse layer	Landowners, Cities,	Active landowner engagement and involvement; education	Willing landowners and adoption of strategic BMPs	Reduction in pollutant loads; removal of lake/stream from impaired list
One-on-one landowner outreach	One-on-one meetings with landowners	Speak individually with as many landowners as possible	Active landowner engagement and involvement; education	Willing landowners and adoption of strategic BMPs	Reduction in pollutant loads; removal of lake/stream from impaired list
Outreach with City leaders and SWCD/NRCS	4-8 meetings with local agencies and decision makers	SWCD, NRCS, Cities,	Additional watershed area focus from agencies. Education of residents/cities	Additional cost-share participation (CRP, EQIP ect.); inlake BMPs and Cover Crops	Reduction in pollutant loads; removal of lake/stream from impaired list

1 Inputs include actions to be carried out by, or under the direction of, applicant to produce the planned outputs.

2 Outputs are the specific quantifiable accomplishments, such as BMPs to be installed, workshops to be held, or training materials to be developed, which will produce the desired consequences. Participation is the audience (individuals, communities, organizations)

3,4,5 The outcomes are the important changes that are to be set in motion or supported by the project. These changes may be environmental or social, and may be expected to appear on different time scales.

3 Short Term Outcomes can include things such as improved knowledge or reduced pollutant loads from the project area.

4 Intermediate Term Outcomes can include things such as increased local interest/investment in clean water and improved water quality in the watershed.

5 Long Term Outcomes can include removal of the waterbody from the list of impaired waters or the local benefits of clean water.

20. Simple Project Summary

All applicants must complete a [Uniform Budget Template](#).

1. Direct Labor (specify labor categories)	Estimated Hours	Hourly Rate	Estimated Cost
Administration			
Professional / Technical			
	Direct Labor Total		
2. Indirect Costs (specify indirect cost pools)	Rate	Cost Pool	Estimated Cost
	Indirect Costs Total		
3. Other Direct Costs			
a. Travel			Estimated Cost
(1) Travel			
(2) Per Diem			
	Travel Subtotal		
b. Equip, Materials, Supplies (specify categories)	Qty	Cost	Estimated Cost
	Equipment Subtotal		
c. Subcontracts			Estimated Cost
Consultant; Develop Watershed Plan			\$142,500.00
Project Management (5%)			\$7,125.00
	Subcontracts Subtotal		\$149,625.00
d. Other (specify categories)			Estimated Cost
	Other Subtotal		
	Other Direct Costs Total		\$149,625.00
4. Total (items 1 through 3)			\$149,625.00
5. Maximum Section 319 Assistance Allowed			\$89,775.00
6. Section 319 Assistance Amount Requested 39% of Total			\$58,375.00
7. Recipient Share 61% of Total			\$91,250.00

21. Breakdown & availability of local match:

Organization	Type	Match Amount	Date Available ¹	Source Program	Status
City of Bloomington	Cash	\$71,250.00	6/1/2019	City Funds	Pledged
Illinois Farm Bureau	Cash	\$20,000.00	6/1/2019	General Revenue Funds	Pledged

Explanation

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¹ The date that the cash or in-kind service are available to be expended on the project. Cash and in-kind services incurred prior to the execution of the agreement with Illinois EPA are not eligible as match.

22. Project Partners: List project partners

Partner Name	General Tasks and Responsibilities
Illinois Farm Bureau	Landowner outreach, general support, workshops
Illinois State University	Data mining and analysis
Landowners and Farmers	Attending meetings/events, site assessments
City of Bloomington	Data mining, analysis, attending meetings, landowner outreach, general support
McLean County Farm Bureau	Landowner outreach, general support, workshops

23. Project History:

Relationship to other activities (300 word maximum.)

Over the last decade and more the City of Bloomington, the McLean County SWCD and other partners such as ISU, the Farm Bureau, the USDA-NRCS and TNC have been active working towards water quality improvements in Lake Bloomington and Evergreen Lake. More recently, this has included a cost-share program for local producers, a series of constructed treatment wetlands, 1,775 feet of shoreline stabilization in Lake Bloomington and 5,000 on Evergreen Lake, participation in a cover crop program, a NRCS Conservation Innovation Grant, streambank stabilization, construction of a two-stage ditch, and an On-Farm Network-guided stalk sampling program. Other work has included a watershed social assessment focusing on residential homeowners which will be utilized in updating the watershed plan, monitoring of tile and nutrient application rates as well as rigorous lake and BMP monitoring. All of this work and the numerous active partnerships will be leveraged to complete the watershed plan update and ensure momentum continues.

- A. Is this project a continuation of another Section 319 funded Project? ☐ Yes ☒ No
- B. Has the applicant ever received Section 319 funds? ☒ Yes ☐ No (If yes, identify project below)

Lake Bloomington & Evergreen Watershed Social Assessment #3191413
Lake Bloomington Pilot Reducing Nitrogen Loss and Improving Water Quality #3191605

Application Checklist

Required Documentation

Electronic
Copy

- ☒ Uniform Application for State Grant Assistance
- ☒ Uniform Budget Template
- ☒ Section 319(h) Application - Project Details Section
- ☐ QAPP
(Required for environmental and Social Indicator Monitoring Projects)

**Signatures
Required**



Supporting Documentation (check box(s) for those included):

- ☐ Attachment 1
- ☐ Photos
- ☐ Project Location Maps (other maps as applicable)
- ☐ BMP Drawings and Designs
- ☒ Other Letters of Support, City of Bloomington consent agenda ite

Overflow Sections (Check boxes for those attached)

- ☐ Item 5 Project Description
- ☐ Item 10A Mitigation
- ☐ Item 10B NPDES/MS4
- ☐ Item 13 BMP Details
- ☐ Item 14 Outreach Activities
- ☒ Item 18 Scope of Work
- ☐ Item 20 Budget

Electronic copies of the application and documentation can be submitted on a CD or flash drive OR can be sent by email to epa.bowgrants@illinois.gov.

Use the Illinois.Gov File Transfer tool, <http://filet.illinois.gov/>, to send files that are up to 200 Meg. Include the project title and applicant name in the "Message to Recipient" box.

U.S. Postal Service Mailing address:

Illinois Environmental Protection Agency
Bureau of Water, Watershed Management Section
P.O. Box 19276
Springfield, Illinois 62794-9276
Attn: Scott Ristau

If using a delivery service, send to:

Illinois Environmental Protection Agency
Bureau of Water, Watershed Management Section
1021 N. Grand Ave. East
Springfield, Illinois 62702
Attn: Scott Ristau

For assistance completing this application contact the Nonpoint Source Unit at (217) 782-3362.

PROJECT INTRODUCTION

The McLean County SWCD, City of Bloomington, Illinois Farm Bureau, and other partners wish to update the 2008 Watershed Plans for Lake Bloomington and Evergreen Lake encompassing a combined area of 68,830 acres. Although the previous documents were approved by the IEPA as 9-element plans, both plans are now over 10 years old and will need to be updated in order to maintain priority for funding through the Section 319 program. Furthermore, the current plans lack specifics and detail to facilitate targeted implementation. A more focused planning approach that utilizes new and existing information and technology will help watershed manager's direct resources to locations where work is most needed. Substantial research and implementation has occurred in the watersheds over the last 10 and will be relied upon heavily in crafting the watershed plan so it reflects current conditions. Lastly, an updated 9-element plan will allow partners much better access to funding.

PROJECT JUSTIFICATION

A plan update represents a unique opportunity to reinvigorate old relationships and bring together groups and individuals who traditionally have not collaborated at the watershed scale. Almost a decade of applied research, data collection, and implementation efforts must be compiled and integrated into a new vision for the watersheds; this will ensure future priorities are based on sound science and the local knowledgebase. The Illinois Nutrient Loss Reduction Strategy is a major driver behind the plan and to that end, the City of Bloomington and Illinois Farm Bureau have committed both funding and resources to help engage key stakeholders and coordinate activities between the various partners who have an interest in the lakes and their watersheds. Our partners are excited about the opportunity to take the watershed plan and translate it in to action on-the-ground. The McLean County SWCD will be a direct participant in many aspects of plan development and is committed to following through with conservation activities that will have measurable impacts on water quality. For all project partners, this is an opportunity to have a concrete plan in place that addresses stakeholder concerns, is specific enough to move directly into implementation, and is backed by sound science and actions that will have a positive and long-lasting impact on water quality.

WATERSHED PLANNING TASKS

1 – Watershed Characterization & Data Collection & Analysis; Defining Watershed Problems & Impairments

Evaluate existing resources and accurately characterize the watershed, its problems, and impairments. This component will allow stakeholders to understand relevant watershed features and aid in identifying specific water quality problems.

Consultant Tasks:

- A. Conduct detailed reviews of the previous planning and TMDL efforts, studies, IEPA and state guidelines, and identify critical data gaps.
- B. Collect, analyze, and interpret existing data for incorporation into the plan including water quality, GIS information and any other relevant information required to accurately characterize the watershed and define water quality problems, causes, and impairments. Analyze select data and run statistics for the watershed characterization. This includes summary tables and statistics on the following elements: water quality and trends, biological resources and other

high quality natural areas, demographics and jurisdictions, climate and precipitation, watershed topography, groundwater resources, watershed soils (detailed), CRP/CREP and other existing Best Management Practices (BMPs), landuse, tillage, gullies, point source discharges, history of the watershed, geology, stream buffers, stream channelization, tiles, wetlands, livestock and livestock numbers, homes on septic and septic suitability, and complete a existing detention basin inventory. This also includes the production of all report maps representing watershed characteristics.

- C. Provide specialized GIS analysis and the creation of data layers as necessary. Utilize existing GIS layers or create unique layers representing critical watershed features. The creation of a custom landuse layer through aerial image interpretation is proposed to aid in watershed characterization and pollution load modeling. An accurate landuse layer is critical to ensure model results represent actual watershed conditions and vital in project identification and evaluation. Loading from septic systems are a concern for the watersheds; homes will be digitized to estimate the extent of septic systems and estimate their respective load contributions; a similar methodology will be employed as documented in the 2008 plan.
- D. Perform additional data collection and analysis to characterize the extent of and quantify streambank and lake bank erosion, stream modifications, and stream buffers. This will include updating and converting existing shoreline inventory data to quantify sediment and nutrient loading and evaluating and expanding where necessary, the existing streambank inventory. Maps representing results will be produced and all associated loading estimates will be calculated. A series of soil cores from eroding shoreline and streambanks are recommended to determine the relative nutrient concentrations in the soil.

Partner Tasks:

- A. Compile and provide the consultant with all reports or documents on previous planning efforts and watershed history including implementation projects and locations, assessment data.
- B. Compile and provide the consultant with map based, digital data from previous studies such as tillage transect surveys, streambank erosion, water quality studies, and lake shoreline erosion.

2 – Public Participation, Coordination & Landowner Outreach

Public participation and stakeholder engagement is critical to any planning project. A watershed plan must also include an education and outreach component and must utilize public input to define goals and objectives. Critical to the implementation success of any plan is buy-in from landowners.

Consultant Tasks:

- A. If necessary, attend and present at up to four (4) public meetings.
- B. Work with local agencies such as the NRCS, SWCD and solicit input and coordinate with project partners, including the IEPA, ISU, and the Farm Bureau.
- C. Conduct one-on-one meetings with landowners to discuss and negotiate BMPs and identify sources of sediment and nutrients. See item 5.

Partner Tasks:

- A. Organize and facilitate all public meetings.
- B. Develop components of the education and outreach component of the plan.
- C. Provide input on goals and objectives if deemed necessary; aggregating from the previous plans may be sufficient.
- D. Host workshops if desired.
- E. Contact landowners to secure permission for field visits.

- F. Coordinate with other project partners to secure data relevant to the plan.

3 – Pollution load Modeling & Estimation of Pollution Loading

A custom GIS-based pollution load model will be built for both watersheds at a level of detail necessary to evaluate edge-of-field projects. Annual average nonpoint source loading for up to 3 water quality parameters will be modeled: total nitrogen, total phosphorus, and sediment. A tile nitrogen component will be built into the model to allocate loading to tile flow. The model will use the spatial SSURGO soils data and the custom landuse information to calculate annual runoff, soil loss, and pollution loads from anywhere within the watershed. The resulting model will provide loading for each soil, landuse, and parcel (if available) polygon in the so that priority areas and implementation projects can be targeted and that pollution load reductions can be easily calculated for existing or proposed BMPs. The model will be calibrated based on available water quality and stream-flow data. Internal lake nutrient loading and release will be estimated using available data.

Consultant Tasks

- A. Report annual nitrogen, phosphorus, and sediment from both surface runoff (annual ac-ft). The consultant will run statistics on the model to quantify annual sediment and nutrient loading and provide digital maps of annual loading for each constituent and tables with results.
- B. Calculate loading from point source pollution including streambanks, lake banks, septic systems, internal lake nutrient release, and gully erosion.

4 – Source Identification & Establishing Water Quality Targets

As required by the IEPA, every watershed plan must identify the sources of pollution that are causing water quality impairments and establish load reduction targets.

Consultant Tasks:

- A. Conduct advanced geospatial analysis to identify and quantify pollution sources. For example, the location and extent of Highly Erodible Soils within a distance of a stream, the extent of stream buffers, or soils unsuitable for septic systems. Once completed, the loading model can be analyzed to pinpoint areas of high pollution loading and identify land parcels that require treatment.
- B. Establish sediment and nutrient reduction targets. State nutrient reduction strategy and previously stated TMDL targets will be used.
- C. Compare expected load reductions (Item 5) to targets and compile applicable tables and statistics.

Partner Tasks:

- A. Provide input on proposed water quality targets and criteria for source identification.

5 – Best Management Practices & Load Reductions

A watershed plan must describe the treatment measures necessary to meet water quality goals and identify both site specific and basin-wide BMPs. These BMPs must be evaluated and load reductions calculated.

Consultant Tasks:

- A. Conduct a 4-6 day windshield survey to collect GPS data on watershed conditions and features.

This data will be used to assign tillage types to each field, identify pollution sources (IE gully erosion) and potential BMPs, location and condition of pasture operations, and verify landuse categories. This is a critical component to ensure recommendations and model results are representative/predictive of actual watershed conditions and to compile a location specific list of practices.

- B. Conduct up to 5 days meeting with key individual landowners to further identify project locations and determine willingness to implement (negotiate practices for inclusion in the plan and in an implementation grant if desired).
- C. Compile all existing potential site-specific BMPs and develop general specifications. Analyze the loading model to identify sites contributing the highest amounts of pollution loading and recommend BMPs based on an interpretation of aerial imagery.
- D. Compare existing GIS layers and imagery with the model to define the boundaries of basin-wide BMPs such as those crop fields requiring nutrient management plans, cover crops, bioreactors or drainage water management. Identification of BMPs will also include those education and outreach strategies applicable to the watershed.
- E. Calculate load reductions. Once BMP sites have been identified, the model will be used to calculate numeric load reductions. These load reductions are unique to the BMP drainage area and tied to specific locations in the watershed; this will aid in project prioritization.

Partner Tasks:

- A. Participate in and provide transportation for the windshield survey.
- B. Following training from the consultant, conduct additional meetings with individual landowners to further identify project locations and determine willingness to implement (negotiate practices for inclusion in the plan and in an implementation grant).
- C. Provide the consultant with a list of desired BMPs to be modeled.
- D. Provide the consultant with the location and type of all known/existing BMPs.

6 – Identify Critical Areas

Critical areas are both a requirement of watershed plans and a tool for assisting in prioritizing management efforts to those areas that need it the most. To support this task, we will:

Consultant Tasks:

- A. Review existing data and model results to define critical areas; input can be gathered from stakeholders. Critical areas can be developed using a data driven approach and can be defined by subwatershed boundaries or key watershed features such as HEL soils or areas of high streambank/lake bank erosion. Once completed, the model can be used to select and prioritize specific land units contributing the greatest loads. Compile load reductions for critical areas to aid in project prioritization.

Partner Tasks:

- A. Provide input on critical area selection criteria.

7 – Finalize Watershed Plan & TMDL

The final step in completing a watershed plan includes identifying those responsible for implementation and the resources and time needed, establishing measurable programmatic milestones, cost estimates, a water quality monitoring plan and writing of the plan. A plan should be concise yet complete, easy to understand, navigate and use. It should include high quality maps, figures, and tables.

Consultant Tasks:

- A. Develop cost estimates for BMP implementation and plan recommendations; compare estimated costs to expected load reductions to prioritize practices based on their per dollar benefits to water quality.
- B. Develop a list of and describe those responsible for plan implementation and the available funding mechanisms for doing so.
- C. Establish implementation goals and measurable milestones. This would include a timeline for implementation (i.e., 1-year, 5-years, 10-years) and criteria for measuring whether or not plan goals, objectives, and actions are being achieved.
- D. Develop a water quality monitoring plan that identifies current monitoring activities and integrates other programs such as volunteer monitoring. A water quality monitoring plan will identify additional monitoring needs and establish protocols for measuring water quality improvements as a result of plan implementation. It will outline potential monitoring sites, data collection efforts and frequency, reporting, and a mechanism for revising plan priorities as future data shows positive or negative trends in water quality.
- E. Compile and format all information and high quality maps into an approved 9-element plan document and prepare an introduction and executive summary.
- F. Address plan comments.
- G. The consultant will provide up to 4 paper copies and 1 electronic version of the final document.

Partner Tasks

- A. Provide input into responsible parties and funding mechanisms.
- B. Provide input on implementation goals and measurable milestones.

May 17, 2019

Jackie Kraft
Watershed Coordinator
McLean County SWCD
402 N Kays Drive
Normal, IL 61761

Re: Watershed Consulting Services; Lake Bloomington and Evergreen Lake Watershed Plan Update

Jackie:

On behalf of Northwater Consulting, we are pleased to submit this scope of work and budget to perform watershed consulting services for the Lake Bloomington and Evergreen Lake watersheds. If you find this proposal to be acceptable, the executed copies of this letter shall set forth the contractual elements of this agreement between the McLean County SWCD (CLIENT) and Northwater Consulting for services on this project.

PROJECT UNDERSTANDING

Northwater understands that the McLean County SWCD has received an Illinois EPA Section 319 grant to update the 2005 and 2008 Lake Bloomington and Evergreen Lake watershed plans encompassing a combined area of 68,830 acres. The combined watershed plan must meet the IEPA 9-minimum elements for planning. The McLean County SWCD and other project partners intend to assist with a portion of the planning project; anticipated tasks are outlined in this proposal.

WATERSHED PLANNING TASKS

1 – Watershed Characterization & Data Collection & Analysis; Defining Watershed Problems & Impairments

Evaluate existing resources and accurately characterize the watershed, its problems, and impairments. This component will allow stakeholders to understand relevant watershed features and aid in identifying specific water quality problems.

Tasks:

- A. Conduct detailed reviews of the previous planning and TMDL efforts, studies, IEPA and state guidelines, and identify critical data gaps.
- B. Collect, analyze and interpret existing data for incorporation into the plan including water quality, GIS information and any other relevant information required to accurately characterize the watershed and define water quality problems, causes, and impairments. We will analyze select data and run statistics for the watershed characterization. This includes summary tables and statistics on the following elements: water quality and trends, biological resources and other high quality natural areas, demographics and jurisdictions, climate and precipitation, watershed topography, groundwater resources, watershed soils (detailed), CRP/CREP and other existing Best Management Practices (BMPs), landuse, tillage, gullies, point source discharges, history of the watershed, geology, stream buffers, stream channelization, tiles, wetlands,

livestock and livestock numbers, homes on septic and septic suitability, and complete a existing detention basin inventory. This also includes the production of all report maps representing watershed characteristics.

- C. Provide specialized GIS analysis and the creation of data layers as necessary. Utilize existing GIS layers or create unique layers representing critical watershed features. The creation of a custom landuse layer through aerial image interpretation is proposed to aid in watershed characterization and pollution load modeling. An accurate landuse layer is critical to ensure model results represent actual watershed conditions and vital in project identification and evaluation. Loading from septic systems are a concern for the watershed; homes will be digitized to estimate the extent of septic systems and estimate their respective load contributions.
- D. Perform additional data collection and analysis to characterize the extent of and quantify streambank and lake bank erosion, stream modifications, and stream buffers. This will include converting existing shoreline inventory data to quantify sediment and nutrient loading and evaluating the existing streambank inventory. Maps representing results will be produced and all associated loading estimates will be calculated. A series of soil cores from eroding shoreline and streambanks are recommended to determine the relative nutrient concentrations in the soil.

SWCD Tasks:

- A. Provide Northwater with all reports or documents on previous planning efforts and watershed history including implementation projects and locations, and assessment data.
- B. Provide Northwater or aid in obtaining map based, digital data from previous studies such as tillage transect surveys, streambank erosion, and lake shoreline erosion.
- C. Assist Northwater with lake shoreline and stream soil cores if available

2 – Public Participation, Coordination & Landowner Outreach

Public participation and stakeholder engagement is critical to any planning project. A watershed plan must also include an education and outreach component and must utilize public input to define goals and objectives. Critical to the implementation success of any plan is buy-in from landowners.

Tasks:

- A. Attend and present at up to four (4) public meetings.
- B. Work with local agencies such as the NRCS, SWCD and solicit input and coordinate with project partners, including the IEPA and the Farm Bureau.
- C. Conduct one-on-one meetings with landowners to discuss and negotiate BMPs and identify sources of sediment and nutrients. See item 5.

SWCD Tasks:

- A. Organize and facilitate all public meetings.
- B. Contribute to the education and outreach component of the plan.
- C. Assist with determining goals and objectives; aggregating from the previous plans may be sufficient.
- D. Host workshops if desired.
- E. Contact landowners to secure permission for field visits.
- F. As needed, coordinate with other project partners to secure data relevant to the plan.

3 – Pollution load Modeling & Estimation of Pollution Loading

Northwater will develop a custom GIS-based pollution load model for the entire watershed at a level of detail necessary to evaluate edge-of-field projects. Annual average nonpoint source loading for up to 3 water quality parameters will be modeled: total nitrogen, total phosphorus, and sediment. A tile nitrogen component will be built into the model to allocate loading to tile flow if desired. The model will use the spatial SSURGO soils data and the custom landuse information to calculate annual runoff, soil loss, and pollution loads from anywhere within the watershed. The resulting model will provide loading for each soil, landuse, and parcel (if available) polygon in the so that priority areas and implementation projects can be targeted and that pollution load reductions can be easily calculated for existing or proposed BMPs. Northwater will calibrate the model based on available water quality and stream-flow data. Internal lake nutrient loading and release will be estimated using available data.

Additional Tasks:

- A. Report annual nitrogen, phosphorus, and sediment from both surface runoff (annual ac-ft). Northwater will run statistics on the model to quantify annual sediment and nutrient loading and provide digital maps of annual loading for each constituent and tables with results.
- B. Calculate loading from point source pollution including streambanks, lake banks, septic systems, internal lake nutrient release, and gully erosion.

4 – Source Identification & Establishing Water Quality Targets

As required by the IEPA, every watershed plan must identify the sources of pollution that are causing water quality impairments and establish load reduction targets.

Tasks:

- A. Conduct advanced geospatial analysis to identify and quantify pollution sources. For example, the location and extent of Highly Erodible Soils within a distance of a stream, the extent of stream buffers, or soils unsuitable for septic systems. Once completed, the SWAMM™ model can be analyzed to pinpoint areas of high pollution loading and identify land parcels that require treatment.
- B. Establish sediment and nutrient reduction targets. State nutrient reduction strategy and previously stated TMDL targets will be used.
- C. Compare expected load reductions (Item 5) to targets and compile applicable tables and statistics.

SWCD Tasks:

- A. Provide input on proposed water quality targets and criteria for source identification.

5 – Best Management Practices & Load Reductions

A watershed plan must describe the treatment measures necessary to meet water quality goals and identify both site specific and basin-wide BMPs. These BMPs must be evaluated and load reductions calculated.

Tasks:

- A. Conduct a 4-6 day windshield survey to collect GPS data on watershed conditions and features. This data will be used to assign tillage types to each field, identify pollution sources (IE gully erosion) and potential BMPs, location and condition of pasture operations, and verify landuse

categories. This is a critical component to ensure recommendations and model results are representative/predictive of actual watershed conditions and to compile a location specific list of practices.

- B. Conduct up to 5 days meeting with key individual landowners to further identify project locations and determine willingness to implement (negotiate practices for inclusion in the plan and in an implementation grant if desired).
- C. Compile all existing potential site-specific BMPs and develop general specifications. Analyze the SWAMM model to identify sites contributing the highest amounts of pollution loading and recommend BMPs based on an interpretation of aerial imagery.
- D. Compare existing GIS layers and imagery with the SWAMM model to define the boundaries of basin-wide BMPs such as those crop fields requiring nutrient management plans, cover crops, bioreactors or drainage water management. Identification of BMPs will also include those education and outreach strategies applicable to the watershed.
- E. Calculate load reductions. Once BMP sites have been identified, SWAMM will be used to calculate numeric load reductions. These load reductions are unique to the BMP drainage area and tied to specific locations in the watershed; this will aid in project prioritization.

SWCD Tasks:

- A. Participate in and provide transportation for the windshield survey.
- B. If desired - following training from Northwater, conduct meetings with individual landowners to further identify project locations and determine willingness to implement (negotiate practices for inclusion in the plan and in an implementation grant). Provide Northwater with GPS data representing project locations or other unique field data.
- C. Provide Northwater with a list of desired BMPs to be modeled.
- D. Provide Northwater with the location and type of all known/existing BMPs.

6 – Identify Critical Areas

Critical areas are both a requirement of watershed plans and a tool for assisting in prioritizing management efforts to those areas that need it the most. To support this task, we will:

Tasks:

- A. Review existing data and SWAMM model results to define critical areas; input can be gathered from stakeholders. Critical areas can be developed using a data driven approach and can be defined by subwatershed boundaries or key watershed features such as HEL soils or areas of high streambank/lake bank erosion. Once completed, the model can be used to select and prioritize specific land units contributing the greatest loads. Compile load reductions for critical areas to aid in project prioritization.

SWCD Tasks:

- A. Provide input on critical area selection criteria.

7 – Finalize Watershed Plan

The final step in completing a watershed plan includes identifying those responsible for implementation and the resources and time needed, establishing measurable programmatic milestones, cost estimates, a water quality monitoring plan and writing of the plan. A plan should be concise yet complete, easy to understand, navigate and use. It should include high quality maps, figures, and tables.

Tasks:

- A. Develop cost estimates for BMP implementation and plan recommendations; compare estimated costs to expected load reductions to prioritize practices based on their per dollar benefits to water quality.
- B. Compile a water quality monitoring plan.
- C. Compile and format all information and high quality maps into an approved 9-element plan document and prepare an introduction and executive summary.
- D. Address plan comments.
- E. Northwater will provide up to 3 paper copies and 1 electronic version of the final document.

SWCD Tasks

- A. Provide input on a list of those responsible for plan implementation and the available funding mechanisms for doing so.
- B. Provide input on implementation goals and measurable milestones. This would include a timeline for implementation (i.e., 1-year, 5-years, 10-years) and criteria for measuring whether or not plan goals, objectives, and actions are being achieved.

8 – Project Management

Northwater will subcontract with the McLean County SWCD to perform project management tasks associated with grant administration.

FEE STRUCTURE

The table below is a breakdown of lump sum costs for each task, organized by service category. Costs assume completion of one watershed plan for both Lake Bloomington and Evergreen Lake.

Proposal is inclusive of all labor and expenses to perform work, including all travel. Pricing assumes that the SWCD will secure any necessary property access permission. All work will be completed by February 1st, 2021.

Service Item	Total Fee
1 - Watershed Characterization & Data Collection and Analysis; Defining Watershed Problems & Impairments	
A – Data Gap Analysis & Review of Previous Planning Efforts	\$8,000
B – Data Collection & Analysis	\$10,000
C - Specialized GIS analysis & Data Layers (includes custom landuse layer)	\$22,000
D – Additional Data Collection	\$5,000
2 - Public Participation & Landowner Outreach	
A – Public Meetings (up to 2)	\$6,000
B – Agencies & Coordination	\$3,000
C – One-On-One Landowner Meetings	\$4,000
Education & Outreach Component	\$1,500
Goals & Objectives & Other Outreach Components	\$5,000
3 - Pollution Loading - Nonpoint Source Model Cost in Previous Proposal	
A – Nonpoint Source Loading & Load Model (SWAMM & calibration)	\$27,000
B – Load Calculations - Other Sources	\$4,000

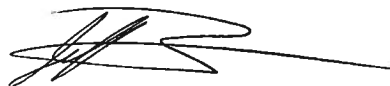
Service Item	Total Fee
4 – Source Identification & Establishing Water Quality Targets	
A – Pollution Sources	\$3,000
B – Water Quality Targets	\$500
C - Analysis	\$2,500
5 – Best Management Practices & Load Reductions	
A – Watershed Windshield Survey & Post Processing	\$10,000
B – Landowner Meetings (See 2 C)	\$0
C – Site-specific BMPs	\$4,800
D – Basin-Wide BMPs	\$2,000
E – Calculate Load Reductions	\$5,000
6 – Identify Critical Areas	
A – Establish Critical Areas	\$3,500
7 – Finalize Watershed Plan	
List of Responsible Parties & Funding	\$1,000
Develop Measurable Milestones	\$1,200
A – Develop Cost Estimates	\$1,500
B – Develop Water Quality Monitoring Plan	\$4,000
C – Complete Plan (includes revisions based on comments)	\$8,020
8 - Project Management	\$7,105
Total	\$149,625

Miscellaneous Contractual Items

NORTHWATER will initiate its services and scheduling upon receipt of CLIENT's acceptance of this proposal. Northwater will invoice the CLIENT monthly based on percent complete.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,
 NORTHWATER CONSULTING



Jeff Boeckler
 Principal

Accepted For:
 MCLEAN COUNTY SOIL AND WATER CONSERVATION
 DISTRICT

By: _____

Title: _____

Date: _____



M c L e a n C o u n t y S W C D

402 N. Kays Drive Normal, IL 61761

Phone: 309-452-3848 ext. 3

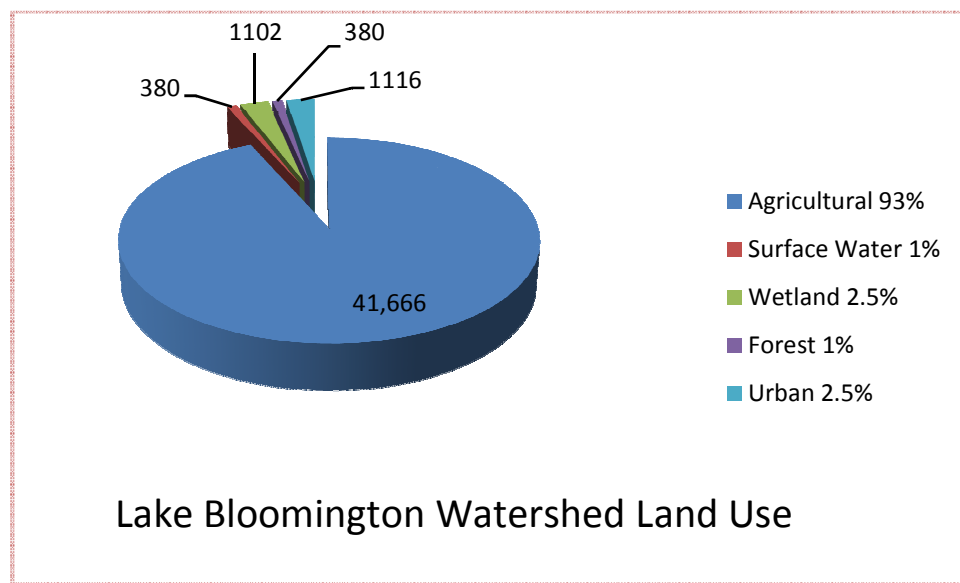
Lake Bloomington and Evergreen Lake Watershed Plan Update Project

The McLean County SWCD, City of Bloomington, and other partners wish to update the 2008 Watershed Plans for Lake Bloomington and Evergreen Lake encompassing a combined area of 68,830 acres. Although the previous documents were approved by the IEPA as 9-element plans, both plans are now over 10 years old and will need to be updated in order to maintain priority for funding through the IEPA Section 319 program. Furthermore, the current plans lack specifics and detail to facilitate targeted implementation. A more focused planning approach that utilizes new and existing information and technology will help watershed manager's direct resources to locations where work is most needed. Substantial research and implementation has occurred in the watersheds over the last 10 years and will be relied upon heavily in crafting the watershed plan so it reflects current conditions. Lastly, an updated 9-element plan will allow partners much better access to funding.

Total cost of updating both existing plans incorporating the 9 essential elements is \$149,625.

Lake Bloomington Executive Summary

In December 2006, the McLean County Soil and Water Conservation District and the USDA Natural Resource Conservation Service invited landowners, representatives of local governments, local experts, and concerned citizens to meet to address the issue of elevated levels of phosphorus, nitrate, and sediment in Lake Bloomington.



In response to the IEPA mandated reductions of 66% in phosphorus and 34% of nitrates, this committee formulated a plan to address the phosphorus, sedimentation and nitrate levels in Lake Bloomington. Phosphorus loading is closely aligned with sedimentation. Nitrates primarily enter Lake Bloomington from agricultural and urban fertilizer application. This plan primarily addresses three divisions of the watershed:

- *Riparian Areas- which include the lake itself and its tributaries.*
- *Urban Areas- including north Normal, Towanda, and several subdivisions, including a substantial development on the lake shore.*
- *Agricultural areas- farming and grazing areas, including managed habitat areas.*

Our Goals

- *Reduce delivery of sediment from erosion caused by sheet and rill, lake shore, stream bank and ephemeral erosion.*
- *Reduce phosphorous and ammonia loading to the lake from agricultural animals from all agricultural sources.*
- *Reduce general phosphorous and nitrate loading and other pollutants as a result of urban runoff.*
- *Increase the number of wetlands to remove sediment and nutrients from runoff before the water reaches Lake Bloomington.*
- *Establish a program to monitor urban runoff and collect water quality data to better evaluate storm water management practices and propose improvements.*
- *Increase urban awareness of lawn care practices that do not contribute excess nutrients to the watershed.*
- *Inspect and replace septic systems as needed in developed areas of the watershed.*

Implementation

Implementation projects include:

- *Lake Bloomington lake shore stabilization (riparian)*
- *Septic system inspection and replacement as needed (urban)*
- *Urban development construction erosion control ordinances (urban)*
- *Stream bank stabilization (riparian)*
- *Increasing filter strips along agricultural land (agricultural)*
- *Increasing CREP participation (agricultural)*
- *Increasing agricultural nutrient management (agricultural)*
- *Expanding Buffers and grassways along agricultural waterways (agricultural)*
- *Reducing urban storm water and nutrient runoff (urban)*
- *Increasing public education addressing urban issues that affect the watershed (urban)*

Implementation practices will be paid for by McLean County Parks, The City of Bloomington, The Town of Normal, state and federal programs, and in specific cases, partially funded by land owners. (Some agricultural programs have a 75/25 cost share program.)

Monitoring

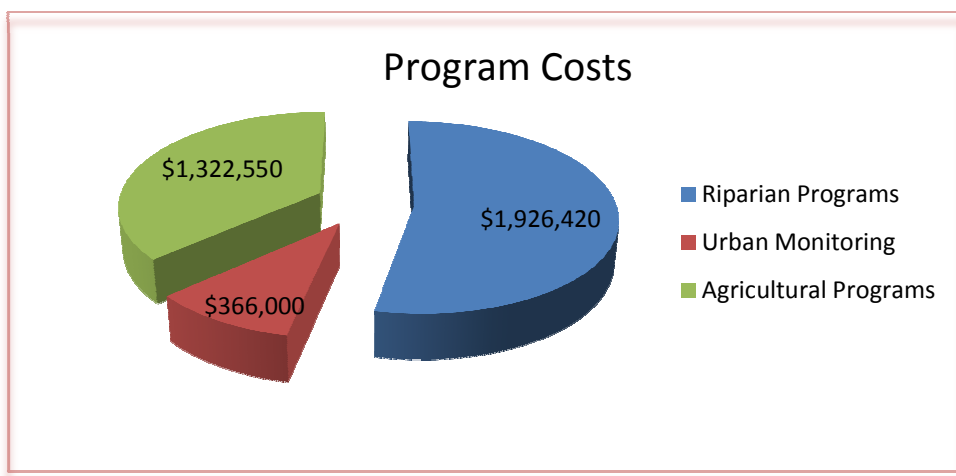
In the Lake Bloomington watershed, monitoring stations are already located at several points close to the lake. To assess the impact of urban runoff, both quantity and quality of water entering the watershed also needs to be monitored. Seven additional monitoring stations along the upper ends of Money Creek and its major tributaries will be able to record the impact of urban watershed protection regulations.

Cost Estimates

Cost estimates for a primary comprehensive program to combat sedimentation, phosphorus, and nitrate loading to Lake Bloomington are just under \$3.3 million. Two alternative programs for septic system output control to the lake would add \$9 million to \$10 million for each program.

The majority of the costs would be spread over several different governmental bodies through federal grants, state programs, and local storm water fees.

Riparian Programs	\$1,926,420
Urban Monitoring	\$366,000
Agricultural Programs	\$1,322,550
Alternative programs (each)	\$9,000,000- \$10,000,000



Measuring Our Success

Our primary goal is to reduce the phosphorus, sediment, and nitrate levels in Lake Bloomington. Monitoring of the lake will show how effective our practices have been. In addition, the monitoring sites close to urban areas will allow us to pinpoint future sources of phosphorus.

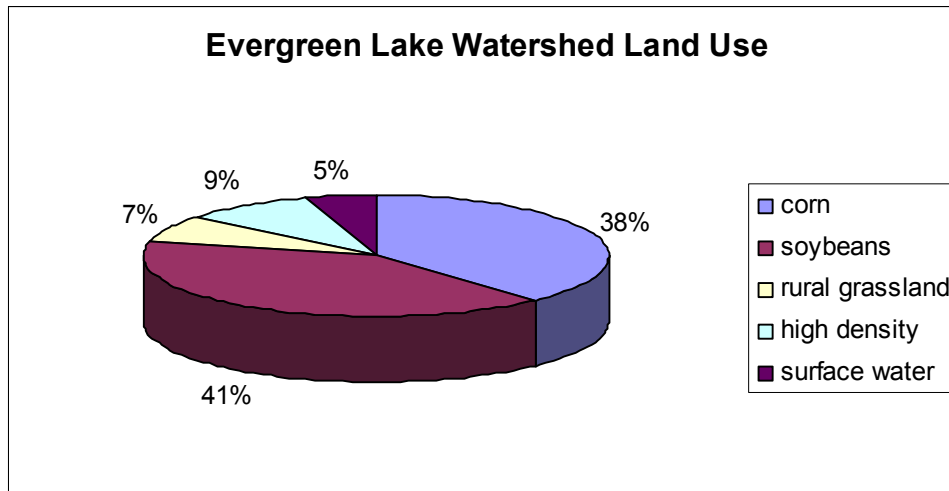
Plan Implementation

A major component to the overall success of this plan is the appointing of an over site committee to oversee all watershed issues that affect McLean County. This committee will include representatives of all municipalities and community members to over see the implementation and updating of this and any other TMDL watershed plans as required. This plan will be housed and the over site committee will be established under the guidance of McLean County Soil and Water Conservation District office, 405 Kays Drive, Normal, IL 61761



Evergreen Lake Executive Summary

In February 2005, the McLean and Woodford County Soil and Water Conservation Districts and the McLean and Woodford County Natural Resource Conservation Service invited landowners, representatives of local governments, local experts, and concerned citizens to meet to address the issue of elevated levels of phosphorus in Evergreen Lake. The land in the watershed is primarily agricultural with some urban areas.



This committee formulated a plan to address the Phosphorus levels through a three pronged effort:

- Reduce the amount of phosphorus presently in the lake,
- Reduce new phosphorus entering the lake,
- Increase monitoring of the watershed to gauge results and warn of future problems.

Phosphorus Presently in Evergreen Lake

Much of the phosphorus in Evergreen Lake is coming from sediments entering the lake and feeder streams. This sediment comes from largely agricultural areas, and after 150 years of agricultural practices, the majority of which were not as advanced as today's practices, the land became saturated with fertilizer, much of this applied as phosphorus. Stabilizing the lake bed with plantings and removal of ecosystem damaging exotic fish and destratifying the water column will address much of the phosphorus in the lake.

Phosphorus Entering Evergreen Lake

Reducing the amount of phosphorus in Evergreen Lake is a temporary measure at best, without addressing the introduction of more phosphorus into the watershed through erosion and agricultural and urban runoff. Plans to reduce phosphorus entering the lake include:

- Stabilizing the lakeshore, and banks of feeder streams by natural and mechanical means
- Rebuilding flood plain setting areas to allow sediment to settle out of the water during flood events.
- Urban retention basins for stormwater entering the lake.
- Restored wetland areas at various points along feeder streams to slow down the water before it enters Evergreen Lake
- Increased agricultural buffer strips and Conservation Acreage
- Increased control of wildlife in the lake and along its edge, notably carp and geese

Implementation

Implementation projects include:

- Destratification of Evergreen Lake
- Aquatic habitat restoration
- Wildlife management
- Lake Shoreline Stabilization
- Streambank Stabilization
- Increasing buffers and filter strips along agricultural land
- Increased CREP participation
- Increased agricultural nutrient management
- Reduced urban stormwater runoff
- Increased public education addressing urban stormwater issues

Implementation practices will be paid for by McLean County Parks, The City of Bloomington, The Town of Normal, state and federal programs, and in specific cases, partially funded by land owners. (Some agricultural programs have a 75/25 cost share program.)

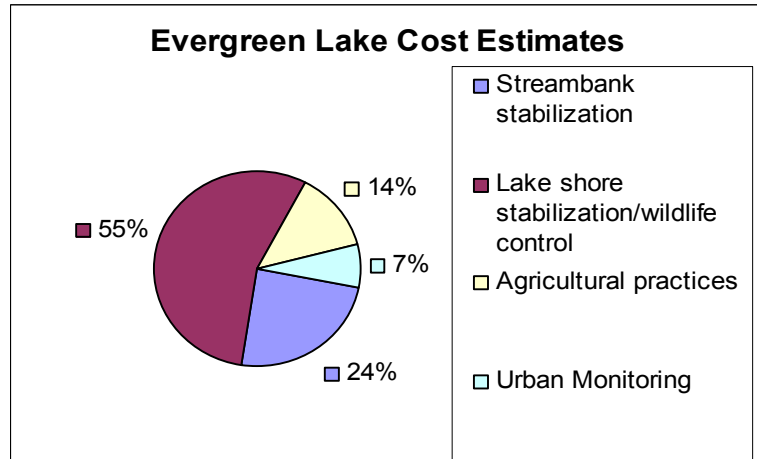
Monitoring

In the Evergreen Lake watershed, monitoring stations are already located at several points close to the lake, and along Six-Mile Creek, the main feeder creek. To assess the impact of urban runoff, both quantity and quality of water entering the watershed also needs to be monitored. Three additional monitoring stations along the upper ends of Six Mile Creek, at the north edge of the town of Normal and near the Village of Hudson, will be able to record the impact of urban watershed protection regulations.

Cost estimates

Cost estimates for a comprehensive program to combat all the various sources of phosphorus, both in Evergreen Lake and potential sources entering the lake would be 15.2 million dollars, with most of that for feeder creek shoreline erosion control.

Lakeshore Stabilization /wildlife	\$2,618,000
Streambank stabilization	\$1,155,500
Agricultural practices	\$650,950
Urban monitoring	\$328,000



The majority of the costs would be spread over several different governmental bodies through federal grants, state programs, and local stormwater fees.

Measuring Our Success

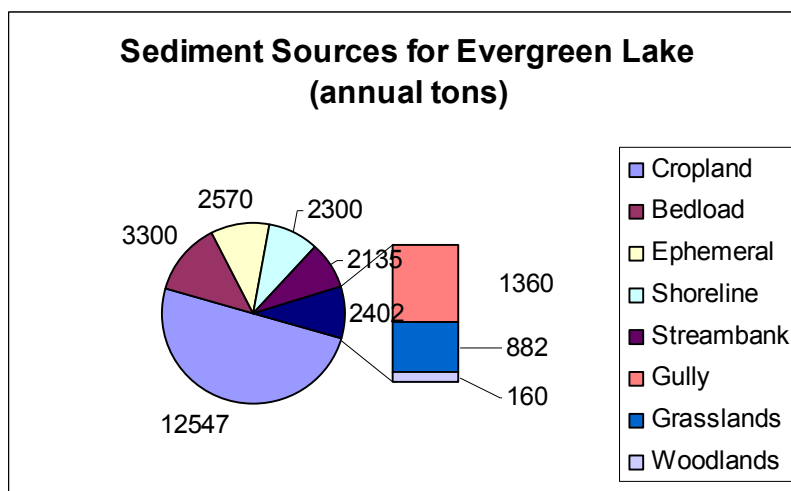
Our primary goal is to reduce the phosphorus levels in Evergreen Lake. Monitoring of the lake will show how effective our practices have been. The monitoring sites close to urban areas will allow us to pinpoint future sources of phosphorus.

Our goals:

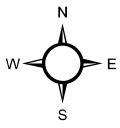
- Reduce delivery of sediment from upland erosion caused by sheet and rill, and ephemeral erosion in the next 10 years.
- Along Agricultural corridors, reduce streambank and shoreline erosion and the accompanying sediment delivery to the lake through streambank and shoreline stabilization projects.
- Reduce phosphorous loading to the lake from agricultural animals from all agricultural sources.
- Reduce general phosphorous loading and other pollutants found in urban runoff.
- Reduce erosion and deposition of phosphorous laden sediment from urban areas into watershed streams.
- Establish a program to monitor urban runoff and collect water quality data to better evaluate storm water management practices and needed improvements.
- Stabilizing the streambank erosion on the lake feeder creeks will reduce the amount of phosphorus entering the lake.

- Controlling areas of severe lake shore erosion will reduce the amount of phosphorus entering the lake.
- Maintain the destratifier which is presently responsible for reducing the amount of phosphorus held in the deep zone of the pond. We would expect that the effectiveness of the destratifier would continue at the same rate.
- Develop a management plan that addresses aquatic plantings to hold sediment in place, and the influence of carp on the lake floor will reduce the phosphorus load
- Through wildlife management practices that place control on the placement and population of Canada Geese, we will reduce the amount of phosphorus entering the lake by 0.5%.
- Control of the carp population will reduce the amount of phosphorus entering the lake from resuspended solids.

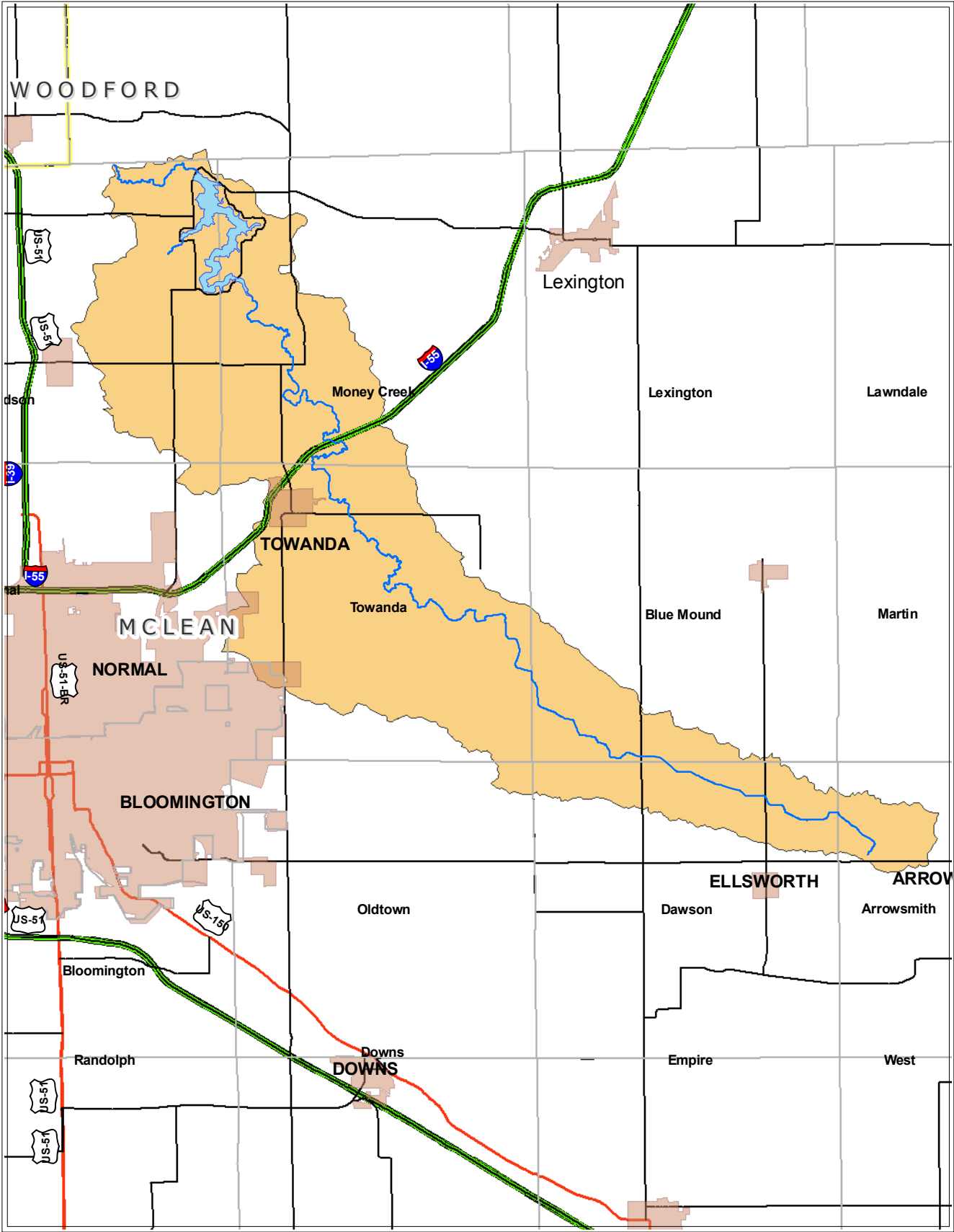
Present sources of Sediment delivery to Evergreen Lake



A major component to the overall success of this plan is the appointing of an intergovernmental commission to oversee all watershed issues that affect McLean County. This committee will include representatives of all municipalities and community members to oversee the implementation and updating of this and any other TMDL watershed plans as required in McLean County.

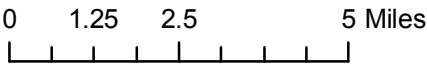


Priority Watershed- Lake Bloomington



Legend

- Lake Bloomington
- Municipal Boundaries
- County Boundaries



Priority Watershed-Evergreen Lake

