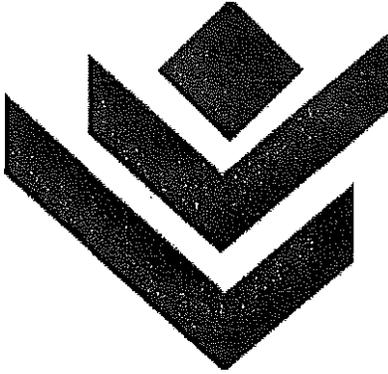




CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
JUNE 11, 2018



## **City Logo Design Rationale**

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

## Brief Summary of Five Council Priorities

### Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

#### 1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

#### 2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
  - a. It will take inside and outside **resources to vet potential Downtown projects**.
  - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
  - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.



**RESOLUTION NO. 2016 -29**

***A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON***

**WHEREAS**, the City of Bloomington ("City") is an Illinois home-rule municipality; and

**WHEREAS**, the City is known as the "Jewel of the Midwest;" and

**WHEREAS**, the City is a great place to live, work and play; and

**WHEREAS**, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

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

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

**Section 2.** The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

**Mission:** To lead, serve and uplift the City of Bloomington

**Vision:** A Jewel of Midwest Cities

**Values:** Service-centered, results-driven, inclusive.

**Section 3.** All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

**Section 4.** This Resolution shall be in full force and effect immediately after its passage and approval.

**APPROVED** by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

# AGENDA



**CITY COUNCIL MEETING AGENDA  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
MONDAY, JUNE 11, 2018; 7:00 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. Appointment of Scott Rathbun as Treasurer for the City of Bloomington.
  - B. Appointment of Terry Ballantini to the Board of Zoning Appeals.
  - C. Recognition of the following individuals for participation in the Benjamin School Trail project, which received the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Transportation, Trails less than \$5 million:
    - (a) Greg Kallevig, Bob Yehl, Steve Arney, and Kevin Kothe.
  - D. Recognition of the following individuals for participation in the HoJo & Wittenberg Sewer Improvements project, which received the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Environmental Project:
    - (a) Kevin Kothe, Jeff Raines, Ward Snarr, Steve Arney, Ryan Otto, and Luke Thoele.
  - E. Recognition of the following individuals for participation in the Brick Streets Master Plan project, which received the APWA Illinois Chapter Project of the Year 2018 Award for Technical Innovation and Management Innovation:

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(a) Ryan Otto, Michael Hill, Jeffrey Kohl, Kevin Kothe, and Jim Karch.

- F. Recognition of Jason Kennedy for receiving the APWA Illinois Chapter Maintenance Worker of the Year 2018 Award.
- G. Recognition of Kevin Kothe for receiving the APWA Illinois Chapter Supervisor of the Year 2018 Award.
- H. Recognition of Jeffrey Kohl for receiving the APWA Illinois Chapter Technician of the Year 2018 Award.
- I. Recognition of Luke Thoele for receiving the APWA Illinois Chapter Engineer of the Year 2010 Award.

## **6. Public Comment**

## **7. “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 is Item #8.*

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

- A. Consideration of approving the Minutes of the May 29, 2018 Regular City Council Meeting. *(Recommend The reading of minutes be dispensed and approved as printed.)*
- B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$7,557,243.47. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$7,557,243.47, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving an Appointment to the Board of Zoning Appeals. *(Recommend Terry Ballantini be appointed to the Board of Zoning Appeals.)*
- D. Consideration of Approving an Appointment of Treasurer for the City of Bloomington. *(Recommend Scott Rathbun be appointed as City Treasurer for the City of Bloomington.)*
- E. Consideration of a Purchase of a Green Climber F300 Pro Slope Mower from Green Climber of North America, Inc., in the amount of \$39,950.00 (City Bid #2019-03), as requested by the Water Department. *(Recommend the Purchase of a Green Climber F300 Pro Slope Mower for*

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*the required maintenance of the dams and spillways at Lake Bloomington and Evergreen Lake and the Fill-Site at Lake Bloomington be approved, in the amount of \$39,950.00, and the Procurement Manager be authorized to issue a Purchase Order.)*

- F. Consideration of a Contract with Klean Korner for Janitorial Services, in the amount of \$68,692.80, at City Hall, the Public Works Garage, Fleet Maintenance, and Water Administration, as requested by the Administration – Facilities Department. *(Recommend the Contract with Klean Korner for Janitorial Services, in the amount of \$68,692.80, at City Hall, the Public Works Garage, Fleet Maintenance, and Water Administration, as the lowest responsible bidder, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents and the Procurement Manager be authorized to execute a purchase order.)*
- G. Consideration of an Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement with the Public Building Commission and McLean County, reducing the City’s payment due under the lease for 2019 by \$36,257, as requested by the Legal Department. *(Recommend the Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement with Public Building Commission of McLean County and the County of McLean, reducing the City’s rental payment for 2019 by \$36,257, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of an Ordinance Amending the FY 2019 Budget for the Fiscal Year Ending April 30, 2019, to allow the Expenditure of Donated Funds in the amount of \$40,000, in relation to the City’s Firefighter Memorial Project, and a Contract for \$40,000 with Andrew Jumonville, an artist from Bloomington, to design, fabricate, and install a six (6) foot bronze statue of a Bloomington firefighter to be mounted at the Fire Service Memorial location at Miller Park, as requested by the Bloomington Fire Department. *(Recommend (1) an Ordinance Amending Ordinance 2018-23 for the FY 2019 Budget for the Fiscal Year Ending April 30, 2019, in the amount of \$40,000 be approved, and the Mayor and City Clerk be authorized to execute same; and (2) the Interim City Manager be authorized to negotiate and execute a Contract, in the amount of \$40,000, with Andrew Jumonville to design, fabricate, and install a six (6) foot bronze statue of a Bloomington firefighter, as the lowest quote and as a limited source for the necessary artistic style.)*
- I. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lots 5 and 8 in Block 23 in Camp Potawatomie from Edward Sepke to Amy and Kyle Tague, as requested by the Water Department.

*(Recommend the Lake Lease Transfer be approved, subject to the following contingencies:*

- 1. the proposed lessees enter into a supplemental attachment to the lot lease incorporating the following as terms into the lease:*

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- a) *the septic tank and seepage field will be brought up to current code requirements within six months of entry into the new lease;*
  - b) *the new lease holder will pay the City of Bloomington for the assessed value of any and all trees that may be removed or impacted by the septic system improvements prior to septic system work;*
  - 2. *any and all lease and refuse fees due to the City are paid in full;*
  - 3. *the City is provided with documentation of the sale of the house located on the property; and*
  - 4. *the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of an application submitted by Tony’s Tacos, Inc., d/b/a Tony’s Tacos Downtown located at 105 W. Front Street, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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, as requested by the City Clerk’s Office. *(Recommend the application of Tony’s Tacos, Inc., d/b/a Tony’s Tacos Downtown located at 105 W. Front Street, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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 be approved contingent upon compliance with all health and safety codes and compliance with BASSET training requirements.)*
- K. Consideration of an application submitted by Hacienda Leon, Inc., d/b/a Hacienda Leon located at 407 N. Hershey Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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. *(Recommend the application of Hacienda Leon, Inc., d/b/a Hacienda Leon located at 407 N. Hershey Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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 be approved contingent upon contingent with all health and safety codes and compliance with BASSET training requirements.)*
- L. Consideration of an application submitted by T-V-E-O Corporation d/b/a Eric’s Too, located at 921 Maple Hill Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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. *(Recommend the application submitted by T-V-E-O Corporation d/b/a Eric’s Too, located at 921 Maple Hill Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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 be approved contingent upon compliance with all health and safety codes and compliance with BASSET training requirements.)*

## **8. “Regular Agenda”**

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- A. Consideration of a Resolution Establishing Prevailing Wages to be paid to Laborers, Workers, and Mechanics Engaged in Public Works with the City of Bloomington, as required by law and requested by the Legal Department. *(Recommend the Resolution Establishing Prevailing Wages to be paid to Laborers, Workers, and Mechanics Engaged in Public Works with the City of Bloomington be approved, and the Mayor and City Clerk authorized to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes, City Council discussion, 10 minutes)*
  
- B. Consideration of an Ordinance Amending the City Code provision changing the Name from the “Cultural District Commission” to the “Cultural Commission” and Amending the Powers and Duties of the Commission, as requested by the Community Development Department – Downtown Development Division. *(Recommend the Ordinance Amending the City Code provision changing the Name from the “Cultural District Commission” to the “Cultural Commission” and Amending the Powers and Duties of the Commission be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 10 minutes, City Council discussion, 15 minutes)*

- 9. City Manager’s Discussion**
- 10. Mayor’s Discussion**
- 11. City Aldermen’s Discussion**
- 12. Executive Session – *Cite Section***
- 13. Adjournment**
- 14. Notes**

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# RECOGNITIONS



Council Date: June 11, 2018

## COUNCIL AGENDA ITEM NO. 5

### Recognition/Appointments

- A. Appointment of Scott Rathbun as Treasurer for the City of Bloomington.
- B. Appointment of Terry Ballantini to the Board of Zoning Appeals.
- C. Recognition of the following individuals for participation in the Benjamin School Trail project, which received the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Transportation, Trails less than \$5 million:
  - a) Greg Kallevig, Bob Yehl, Steve Arney, and Kevin Kothe.
- D. Recognition of the following individuals for participation in the HoJo & Wittenberg Sewer Improvements project, which received the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Environmental Project:
  - a) Kevin Kothe, Jeff Raines, Ward Snarr, Steve Arney, Ryan Otto, and Luke Thoele.
- E. Recognition of the following individuals for participation in the Brick Streets Master Plan project, which received the APWA Illinois Chapter Project of the Year 2018 Award for Technical Innovation and Management Innovation:
  - a) Ryan Otto, Michael Hill, Jeffrey Kohl, Kevin Kothe, and Jim Karch.
- F. Recognition of Jason Kennedy for receiving the APWA Illinois Chapter Maintenance Worker of the Year 2018 Award.
- G. Recognition of Kevin Kothe for receiving the APWA Illinois Chapter Supervisor of the Year 2018 Award.
- H. Recognition of Jeffrey Kohl for receiving the APWA Illinois Chapter Technician of the Year 2018 Award.
- I. Recognition of Luke Thoele for receiving the APWA Illinois Chapter Engineer of the Year 2010 Award.

**RECOGNITION**  
*of Participation in the*  
**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Transportation, Trails Less Than \$5 Million: Benjamin School Trail**

**Presented to Bob Yehl**

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Benjamin School Trail project was named Project of the Year 2018 for Transportation, Trails Less Than \$5 Million by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Greg Kallevig, Kevin Kothe, Bob Yehl, Steve Arney, and HJ Eppel were involved in making the project a success; and*

*WHEREAS, the Benjamin School Trail provides an off-route bicycle and pedestrian pathway for elementary school children, many of whom have no safe way to get to and from their school and home, and services as a vital link between the school and the community it services; and*

*WHEREAS, the City of Bloomington and McLean County Unit District 5 provided funding for the Benjamin School Trail along with funding from the Illinois Department of Transportation Safe Routes to School program; and*

*WHEREAS, the Benjamin School Trail travels through the Little Kickapoo Creek Restoration Area, links neighborhoods together, and provides recreational opportunities for residents; and*

*WHEREAS, the trail design utilizes the natural terrain of the creek restoration area to lead users through the scenic park and enhance the usability of the natural area for all citizens;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Transportation, Trails Less Than \$5 Million: Benjamin School Trail**  
**Presented to Bob Yehl**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

**RECOGNITION**  
*of Participation in the*  
**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Transportation, Trails Less Than \$5 Million: Benjamin School Trail**

**Presented to Greg Kallevig**

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Benjamin School Trail project was named Project of the Year 2018 for Transportation, Trails Less Than \$5 Million by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Greg Kallevig, Kevin Kothe, Bob Yehl, Steve Arney, and HJ Eppel were involved in making the project a success; and*

*WHEREAS, the Benjamin School Trail provides an off-route bicycle and pedestrian pathway for elementary school children, many of whom have no safe way to get to and from their school and home, and services as a vital link between the school and the community it services; and*

*WHEREAS, the City of Bloomington and McLean County Unit District 5 provided funding for the Benjamin School Trail along with funding from the Illinois Department of Transportation Safe Routes to School program; and*

*WHEREAS, the Benjamin School Trail travels through the Little Kickapoo Creek Restoration Area, links neighborhoods together, and provides recreational opportunities for residents; and*

*WHEREAS, the trail design utilizes the natural terrain of the creek restoration area to lead users through the scenic park and enhance the usability of the natural area for all citizens;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Transportation, Trails Less Than \$5 Million: Benjamin School Trail**  
**Presented to Greg Kallevig**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

**RECOGNITION**  
*of Participation in the*  
**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Transportation, Trails Less Than \$5 Million: Benjamin School Trail**

**Presented to Kevin Kothe**

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Benjamin School Trail project was named Project of the Year 2018 for Transportation, Trails Less Than \$5 Million by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Greg Kallevig, Kevin Kothe, Bob Yehl, Steve Arney, and HJ Eppel were involved in making the project a success; and*

*WHEREAS, the Benjamin School Trail provides an off-route bicycle and pedestrian pathway for elementary school children, many of whom have no safe way to get to and from their school and home, and services as a vital link between the school and the community it services; and*

*WHEREAS, the City of Bloomington and McLean County Unit District 5 provided funding for the Benjamin School Trail along with funding from the Illinois Department of Transportation Safe Routes to School program; and*

*WHEREAS, the Benjamin School Trail travels through the Little Kickapoo Creek Restoration Area, links neighborhoods together, and provides recreational opportunities for residents; and*

*WHEREAS, the trail design utilizes the natural terrain of the creek restoration area to lead users through the scenic park and enhance the usability of the natural area for all citizens;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Transportation, Trails Less Than \$5 Million: Benjamin School Trail**  
**Presented to Kevin Kothe**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*



Tari Renner  
Mayor



Cheryl Lawson  
City Clerk

**RECOGNITION**  
*of Participation in the*  
**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Transportation, Trails Less Than \$5 Million: Benjamin School Trail**

**Presented to Steve Arney**

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Benjamin School Trail project was named Project of the Year 2018 for Transportation, Trails Less Than \$5 Million by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Greg Kallevig, Kevin Kothe, Bob Yehl, Steve Arney, and HJ Eppel were involved in making the project a success; and*

*WHEREAS, the Benjamin School Trail provides an off-route bicycle and pedestrian pathway for elementary school children, many of whom have no safe way to get to and from their school and home, and services as a vital link between the school and the community it services; and*

*WHEREAS, the City of Bloomington and McLean County Unit District 5 provided funding for the Benjamin School Trail along with funding from the Illinois Department of Transportation Safe Routes to School program; and*

*WHEREAS, the Benjamin School Trail travels through the Little Kickapoo Creek Restoration Area, links neighborhoods together, and provides recreational opportunities for residents; and*

*WHEREAS, the trail design utilizes the natural terrain of the creek restoration area to lead users through the scenic park and enhance the usability of the natural area for all citizens;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Transportation, Trails Less Than \$5 Million: Benjamin School Trail**  
**Presented to Steve Arney**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*



Tari Renner  
Mayor



  
Cherry Lawson  
City Clerk

**RECOGNITION**  
*of Participation in the*  
**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Environmental Project: HoJo and Wittenberg Sewer Improvements**

***Presented to Jeff Raines***

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Brick Streets Master Plan was named Project of the Year 2018 for Environmental Project by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Luke Thoele, Steve Arney, Kevin Kothe, Ryan Otto, Ward Snarr, Jeff Raines, Maurer-Stutz, Inc., and Stark Excavating were involved in making the project a success; and*

*WHEREAS, the HoJo Pump Station was put into service in 1977 and began nearing the end of its useful life in 2013; and*

*WHEREAS, Public Works commissioned a feasibility study that included cost/benefit analysis of the alternatives for the HoJo Pump Station, which found that eliminating the HoJo Pump Station was the most feasible option; and*

*WHEREAS, Public Works also found that eliminating the Wittenberg Pump Station would be beneficial for the project; and*

*WHEREAS, The HoJo and Wittenberg Sewer Improvements project eliminated two pump stations, re-purposed and rehabilitated an unused force main as a gravity sewer, opened new areas to future development, and used trenchless, on-grade boring to install two sections of sewer pipe;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Environmental Project: HoJo and Wittenberg Sewer Improvements**  
***Presented to Jeff Raines***

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*

*Tari Renner*

Tari Renner  
Mayor



*Cherry Lawson*

Cherry Lawson  
City Clerk

**RECOGNITION**  
*of Participation in the*  
**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Environmental Project: HoJo and Wittenberg Sewer Improvements**

**Presented to Kevin Kothe**

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Brick Streets Master Plan was named Project of the Year 2018 for Environmental Project by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Luke Thoele, Steve Arney, Kevin Kothe, Ryan Otto, Ward Snarr, Jeff Raines, Maurer-Stutz, Inc., and Stark Excavating were involved in making the project a success; and*

*WHEREAS, the HoJo Pump Station was put into service in 1977 and began nearing the end of its useful life in 2013; and*

*WHEREAS, Public Works commissioned a feasibility study that included cost/benefit analysis of the alternatives for the HoJo Pump Station, which found that eliminating the HoJo Pump Station was the most feasible option; and*

*WHEREAS, Public Works also found that eliminating the Wittenberg Pump Station would be beneficial for the project; and*

*WHEREAS, The HoJo and Wittenberg Sewer Improvements project eliminated two pump stations, re-purposed and rehabilitated an unused force main as a gravity sewer, opened new areas to future development, and used trenchless, on-grade boring to install two sections of sewer pipe;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Environmental Project: HoJo and Wittenberg Sewer Improvements**  
**Presented to Kevin Kothe**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

**RECOGNITION**  
*of Participation in the*  
**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Environmental Project: HoJo and Wittenberg Sewer Improvements**

**Presented to Luke Thoele**

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Brick Streets Master Plan was named Project of the Year 2018 for Environmental Project by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Luke Thoele, Steve Arney, Kevin Kothe, Ryan Otto, Ward Snarr, Jeff Raines, Maurer-Stutz, Inc., and Stark Excavating were involved in making the project a success; and*

*WHEREAS, the HoJo Pump Station was put into service in 1977 and began nearing the end of its useful life in 2013; and*

*WHEREAS, Public Works commissioned a feasibility study that included cost/benefit analysis of the alternatives for the HoJo Pump Station, which found that eliminating the HoJo Pump Station was the most feasible option; and*

*WHEREAS, Public Works also found that eliminating the Wittenberg Pump Station would be beneficial for the project; and*

*WHEREAS, The HoJo and Wittenberg Sewer Improvements project eliminated two pump stations, re-purposed and rehabilitated an unused force main as a gravity sewer, opened new areas to future development, and used trenchless, on-grade boring to install two sections of sewer pipe;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Environmental Project: HoJo and Wittenberg Sewer Improvements**  
**Presented to Luke Thoele**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

**RECOGNITION**  
*of Participation in the*  
**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Environmental Project: HoJo and Wittenberg Sewer Improvements**

**Presented to Ryan Otto**

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Brick Streets Master Plan was named Project of the Year 2018 for Environmental Project by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Luke Thoele, Steve Arney, Kevin Kothe, Ryan Otto, Ward Snarr, Jeff Raines, Maurer-Stutz, Inc., and Stark Excavating were involved in making the project a success; and*

*WHEREAS, the HoJo Pump Station was put into service in 1977 and began nearing the end of its useful life in 2013; and*

*WHEREAS, Public Works commissioned a feasibility study that included cost/benefit analysis of the alternatives for the HoJo Pump Station, which found that eliminating the HoJo Pump Station was the most feasible option; and*

*WHEREAS, Public Works also found that eliminating the Wittenberg Pump Station would be beneficial for the project; and*

*WHEREAS, The HoJo and Wittenberg Sewer Improvements project eliminated two pump stations, re-purposed and rehabilitated an unused force main as a gravity sewer, opened new areas to future development, and used trenchless, on-grade boring to install two sections of sewer pipe;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Environmental Project: HoJo and Wittenberg Sewer Improvements**  
**Presented to Ryan Otto**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

**RECOGNITION**  
*of Participation in the*  
**APWA Illinois Chapter Public Works Project of the Year 2018 Award for**  
**Environmental Project: HoJo and Wittenberg Sewer Improvements**

***Presented to Steve Arney***

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Brick Streets Master Plan was named Project of the Year 2018 for Environmental Project by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Luke Thoele, Steve Arney, Kevin Kothe, Ryan Otto, Ward Snarr, Jeff Raines, Maurer-Stutz, Inc., and Stark Excavating were involved in making the project a success; and*

*WHEREAS, the HoJo Pump Station was put into service in 1977 and began nearing the end of its useful life in 2013; and*

*WHEREAS, Public Works commissioned a feasibility study that included cost/benefit analysis of the alternatives for the HoJo Pump Station, which found that eliminating the HoJo Pump Station was the most feasible option; and*

*WHEREAS, Public Works also found that eliminating the Wittenberg Pump Station would be beneficial for the project; and*

*WHEREAS, The HoJo and Wittenberg Sewer Improvements project eliminated two pump stations, repurposed and rehabilitated an unused force main as a gravity sewer, opened new areas to future development, and used trenchless, on-grade boring to install two sections of sewer pipe;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

***APWA Illinois Chapter Public Works Project of the Year 2018 Award for***  
***Environmental Project: HoJo and Wittenberg Sewer Improvements***  
***Presented to Steve Arney***

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*



Tari Renner  
Mayor





Cherry Lawson  
City Clerk

# **RECOGNITION**

## ***of Participation in the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Environmental Project: HoJo and Wittenberg Sewer Improvements***

### ***Presented to Ward Snarr***

**WHEREAS**, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and

**WHEREAS**, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and

**WHEREAS**, the Brick Streets Master Plan was named Project of the Year 2018 for Environmental Project by the American Public Works Association Illinois Chapter; and

**WHEREAS**, Luke Thoele, Steve Arney, Kevin Kothe, Ryan Otto, Ward Snarr, Jeff Raines, Maurer-Stutz, Inc., and Stark Excavating were involved in making the project a success; and

**WHEREAS**, the HoJo Pump Station was put into service in 1977 and began nearing the end of its useful life in 2013; and

**WHEREAS**, Public Works commissioned a feasibility study that included cost/benefit analysis of the alternatives for the HoJo Pump Station, which found that eliminating the HoJo Pump Station was the most feasible option; and

**WHEREAS**, Public Works also found that eliminating the Wittenberg Pump Station would be beneficial for the project; and

**WHEREAS**, The HoJo and Wittenberg Sewer Improvements project eliminated two pump stations, repurposed and rehabilitated an unused force main as a gravity sewer, opened new areas to future development, and used trenchless, on-grade boring to install two sections of sewer pipe;

**NOW THEREFORE**, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of

## ***APWA Illinois Chapter Public Works Project of the Year 2018 Award for Environmental Project: HoJo and Wittenberg Sewer Improvements Presented to Ward Snarr***

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

# **RECOGNITION**

## **of Participation in the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan**

### **Presented to Jeffrey Kohl**

**WHEREAS**, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and

**WHEREAS**, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and

**WHEREAS**, the Brick Streets Master Plan was named Project of the Year 2018 for Technical Innovation and Management Innovation by the American Public Works Association Illinois Chapter; and

**WHEREAS**, Jim Karch, Michael Hill, Kevin Kothe, Ryan Otto, and Jeffrey Kohl were involved in making the project a success; and

**WHEREAS**, Public Works collaborated with the Community Development Department and the Historic Preservation Commission to create the Brick Streets Master Plan to ensure all remaining brick streets within the City are preserved; and

**WHEREAS**, the Brick Streets Master Plan assigns a category and priority level for brick streets and suggests objectives and methods to preserve brick pavement before it deteriorates; and

**WHEREAS**, in addition to creating a preservation plan for brick streets in Bloomington, the Brick Streets Master Plan outlines design recommendations, new regulations for underground infrastructure work, and suggestions for compliance with the Americans with Disabilities Act and the City's Complete Streets Ordinance; and

**WHEREAS**, the Brick Streets Master Plan also includes information for future consideration, including methods to reclaim previous brick streets that have been overlaid with concrete or asphalt;

**NOW THEREFORE**, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of

## **APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan presented to Jeffrey Kohl**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

# **RECOGNITION**

## **of Participation in the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan**

### **Presented to Jim Karch**

**WHEREAS**, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and

**WHEREAS**, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and

**WHEREAS**, the Brick Streets Master Plan was named Project of the Year 2018 for Technical Innovation and Management Innovation by the American Public Works Association Illinois Chapter; and

**WHEREAS**, Jim Karch, Michael Hill, Kevin Kothe, Ryan Otto, and Jeffrey Kohl were involved in making the project a success; and

**WHEREAS**, Public Works collaborated with the Community Development Department and the Historic Preservation Commission to create the Brick Streets Master Plan to ensure all remaining brick streets within the City are preserved; and

**WHEREAS**, the Brick Streets Master Plan assigns a category and priority level for brick streets and suggests objectives and methods to preserve brick pavement before it deteriorates; and

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**WHEREAS**, the Brick Streets Master Plan also includes information for future consideration, including methods to reclaim previous brick streets that have been overlaid with concrete or asphalt;

**NOW THEREFORE**, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of

### **APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan presented to Jim Karch**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.

  
Tari Renner  
Mayor



  
Cherry Lawson  
City Clerk

# **RECOGNITION**

## **of Participation in the**

### **APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan**

#### **Presented to Kevin Kothe**

**WHEREAS**, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and

**WHEREAS**, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and

**WHEREAS**, the Brick Streets Master Plan was named Project of the Year 2018 for Technical Innovation and Management Innovation by the American Public Works Association Illinois Chapter; and

**WHEREAS**, Jim Karch, Michael Hill, Kevin Kothe, Ryan Otto, and Jeffrey Kohl were involved in making the project a success; and

**WHEREAS**, Public Works collaborated with the Community Development Department and the Historic Preservation Commission to create the Brick Streets Master Plan to ensure all remaining brick streets within the City are preserved; and

**WHEREAS**, the Brick Streets Master Plan assigns a category and priority level for brick streets and suggests objectives and methods to preserve brick pavement before it deteriorates; and

**WHEREAS**, in addition to creating a preservation plan for brick streets in Bloomington, the Brick Streets Master Plan outlines design recommendations, new regulations for underground infrastructure work, and suggestions for compliance with the Americans with Disabilities Act and the City's Complete Streets Ordinance; and

**WHEREAS**, the Brick Streets Master Plan also includes information for future consideration, including methods to reclaim previous brick streets that have been overlaid with concrete or asphalt;

**NOW THEREFORE**, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of

### **APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan presented to Kevin Kothe**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

# **RECOGNITION**

## **of Participation in the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan**

### **Presented to Michael Hill**

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, the Brick Streets Master Plan was named Project of the Year 2018 for Technical Innovation and Management Innovation by the American Public Works Association Illinois Chapter; and*

*WHEREAS, Jim Karch, Michael Hill, Kevin Kothe, Ryan Otto, and Jeffrey Kohl were involved in making the project a success; and*

*WHEREAS, Public Works collaborated with the Community Development Department and the Historic Preservation Commission to create the Brick Streets Master Plan to ensure all remaining brick streets within the City are preserved; and*

*WHEREAS, the Brick Streets Master Plan assigns a category and priority level for brick streets and suggests objectives and methods to preserve brick pavement before it deteriorates; and*

*WHEREAS, in addition to creating a preservation plan for brick streets in Bloomington, the Brick Streets Master Plan outlines design recommendations, new regulations for underground infrastructure work, and suggestions for compliance with the Americans with Disabilities Act and the City's Complete Streets Ordinance; and*

*WHEREAS, the Brick Streets Master Plan also includes information for future consideration, including methods to reclaim previous brick streets that have been overlaid with concrete or asphalt;*

*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

## **APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan presented to Michael Hill**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.*



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

# **RECOGNITION**

## **of Participation in the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan**

### **Presented to Ryan Otto**

**WHEREAS**, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and

**WHEREAS**, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and

**WHEREAS**, the Brick Streets Master Plan was named Project of the Year 2018 for Technical Innovation and Management Innovation by the American Public Works Association Illinois Chapter; and

**WHEREAS**, Jim Karch, Michael Hill, Kevin Kothe, Ryan Otto, and Jeffrey Kohl were involved in making the project a success; and

**WHEREAS**, Public Works collaborated with the Community Development Department and the Historic Preservation Commission to create the Brick Streets Master Plan to ensure all remaining brick streets within the City are preserved; and

**WHEREAS**, the Brick Streets Master Plan assigns a category and priority level for brick streets and suggests objectives and methods to preserve brick pavement before it deteriorates; and

**WHEREAS**, in addition to creating a preservation plan for brick streets in Bloomington, the Brick Streets Master Plan outlines design recommendations, new regulations for underground infrastructure work, and suggestions for compliance with the Americans with Disabilities Act and the City's Complete Streets Ordinance; and

**WHEREAS**, the Brick Streets Master Plan also includes information for future consideration, including methods to reclaim previous brick streets that have been overlaid with concrete or asphalt;

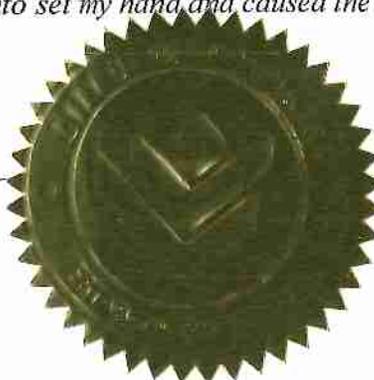
**NOW THEREFORE**, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of

## **APWA Illinois Chapter Public Works Project of the Year 2018 Award for Technical Innovation and Management Innovation: Brick Streets Master Plan presented to Ryan Otto**

**IN WITNESS WHEREOF**, I have hereunto set my hand, and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

# **RECOGNITION**

## ***APWA Illinois Chapter Maintenance Worker of the Year 2018 Award***

### ***Presented to Jason Kennedy***

***WHEREAS***, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and

***WHEREAS***, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and

***WHEREAS***, Jason Kennedy, a Streets and Sewers Crewleader with the Streets and Sewers Division of Public Works, was named Maintenance Worker of the year by the American Public Works Association Illinois Chapter; and

***WHEREAS***, Jason has been with the city for 20 years and takes true ownership of maintaining the City's streets; and

***WHEREAS***, Jason's crews hand throw 3,000 tons of asphalt every construction season; and

***WHEREAS***, Jason coordinates the efforts of up to six crews to ensure streets are properly maintained during busy pothole seasons; and

***WHEREAS***, Jason is an integral part of the city's Street Maintenance Program;

***NOW THEREFORE***, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of

## ***APWA Illinois Chapter Maintenance Worker of the Year 2018 Award*** ***Presented to Jason Kennedy***

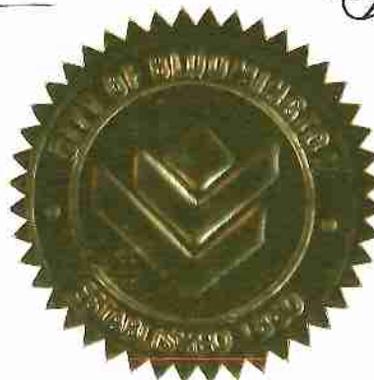
***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk



# **RECOGNITION**

## ***APWA Illinois Chapter Supervisor of the Year 2018 Award***

### ***Presented To Kevin Kothe***

***WHEREAS***, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and

***WHEREAS***, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and

***WHEREAS***, Kevin Kothe, City Engineer with the Engineering Division of Public Works, was named Supervisor of the year by the American Public Works Association Illinois Chapter; and

***WHEREAS***, Kevin has helped propel Public Works staff forward with leadership, innovation, and encouragement and has a willingness to help and mentor others;

***WHEREAS***, Kevin represents the very best in professionalism and integrity and encourages others to innovate and grow as both Professional Engineers and leaders in the community; and

***WHEREAS***, Kevin encourages his staff to grow and advance their careers through involvement in state-wide organizations and professional development opportunities and works to secure the funding required for participation in these activities; and

***WHEREAS***, Kevin's expertise and advice are sought-after resources for his employees, colleagues, and fellow engineers;

***NOW THEREFORE***, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of

## ***APWA Illinois Chapter Supervisor of the Year 2018 Award***

### ***Presented to Kevin Kothe***

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

# **RECOGNITION**

## ***APWA Illinois Chapter Technician of the Year 2018 Award***

### ***Presented to Jeffrey Kohl***

**WHEREAS**, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and

**WHEREAS**, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and

**WHEREAS**, Jeffrey Kohl, an Engineering Technician with the Engineering Division of Public Works, was named Technician of the year by the American Public Works Association Illinois Chapter; and

**WHEREAS**, Jeffrey manages the City's resurfacing and pavement preservation programs with a total annual budget of \$3-4 million by coordinating and completing the planning, design, and construction phases of each project; and

**WHEREAS**, Jeffrey's outstanding work has resulted in a GIS pavement rating system which the City uses to make cost-effective and timely rehabilitation decisions; and

**WHEREAS**, Jeffrey's work with different pavement preservation technologies has resulted in a long-term pavement preservation program which extends the life of asphalt pavements throughout the City;

**WHEREAS**, last year's City-wide resurfacing program included reconstructing Linden Street from Locust to Empire Jeffrey's work on reconstructing Linden Street from Locust to Empire is outstanding in that he coordinated all aspects of the construction process, from contractor coordination and layout to resident communication efforts, resulting in a successful project that accomplished the intended goals for all stakeholders;

**NOW THEREFORE**, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of

## ***APWA Illinois Chapter Technician of the Year 2018 Award***

### ***Presented to Jeffrey Kohl***

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

# **RECOGNITION**

## ***APWA Illinois Chapter Engineer of the Year 2018 Award***

### ***Presented to Luke Thoele***

***WHEREAS***, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects; and

***WHEREAS***, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and

***WHEREAS***, Luke Thoele, a Civil Engineer II with the Engineering Division of Public Works, was named Engineer of the year by the American Public Works Association Illinois Chapter; and

***WHEREAS***, Luke has worked on many innovative projects during his time with the City, including the HoJo and Wittenberg Sewer Improvements project where he served as the project engineer, successfully worked with the consultant and contractor to solve problems along the way, and coordinated efforts to contact property owners adjacent to the project in order to accomplish project goals; and

***WHEREAS***, The HoJo and Wittenberg Sewer Improvements project is innovative in that it eliminated two pump stations, rehabilitated and re-purposed an unused force main as a gravity sewer, and opened new areas to future development; and

***WHEREAS***, Luke performed exceptional work on the HoJo and Wittenberg Sewer Improvements project and he continues to be an exemplary employee in the division;

***NOW THEREFORE***, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of

## ***APWA Illinois Chapter Engineer of the Year 2018 Award*** ***Presented to Luke Thoele***

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 11th day of June, 2018.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: June 11, 2018

**SUBJECT:** Consideration of approving the Minutes of the May 29, 2018 Regular City Council Meeting.

**RECOMMENDATION/MOTION:** The reading of minutes be dispensed and approved as printed.

**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 within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made 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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- May 29, 2018 Regular City Council Meeting Minutes

**SUMMARY MINUTES OF THE MEETING  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS TUESDAY, MAY 29, 2018; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Tuesday, May 29, 2018.

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Jamie Mathy, David Sage (Absent), Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: Steve Rasmussen, Interim City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Scott Rathbun, Finance Director; Scott Sprouls, IS Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; Clay Wheeler, Police Chief; Melissa Hon, Asst. to the City Manager; Bob Mahrt, Community Development Director; Austin Grammar, Economic Development Coordinator; Nora Dukowitz, Communication Manager; Jennifer Toney, Grants Coordinator; and other City staff were also present.

**Recognition/Appointments**

- A. Proclamation declaring June 1, 2018 “National Gun Violence Awareness Day”.
- B. Appointment of Daniel Freburg to the Citizens Beautification Committee.
- C. Appointment of Scott Rathbun to the Bloomington Fire Pension Board and to the Bloomington Police Pension Board.

**Public Comment**

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Bruce Meeks	Scott Stimeling	Mike Matejka
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**“Consent Agenda”**

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

**Motion by Alderman Black and seconded by Alderman Schmidt that the Consent Agenda and Addendum be approved.**

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

**Ayes: Aldermen Mathy, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A. Consideration of approving the Minutes of the May 14, 2018 Regular City Council Meeting, and the March 10, 2018 City Council Work Session Meeting. *(Recommend the reading of the minutes be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$12,072,022.59. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$12,072,022.59, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of approving Appointments to Various Boards and Commissions. *(Recommend Daniel Freburg be appointed to the Citizens Beautification Committee and Scott Rathbun be appointed to the Bloomington Fire Pension Board and to the Bloomington Police Pension Board.)*

The following was presented:

Item 7D. Consideration of a Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T121710) to the U.S. Department of Housing and Urban Development, in the amount of \$136,706, as requested by the Community Development Department. *(Recommend the Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T121710), in the amount of \$136,706, to the US Department of Housing and Urban Development be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7E. Consideration of a Resolution approving a Grant Agreement for the Illinois Housing Development Authority's Abandoned Property Program (IHDA APP) in the amount of \$60,000, as requested by the Community Development Department – Office of Grants Administration. *(Recommend the Resolution approving the Abandoned Property Program Grant Agreement to the Illinois Housing Development Authority, in the amount of \$60,000, and the Mayor and City Clerk be authorized to execute*

*the Resolution and the Interim City Manager and City Clerk be authorized to execute any other necessary documents.)*

RESOLUTION NO. 2018 – 32

A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY’S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM

The following was presented:

Item 7F. Consideration of an Ordinance approving a Petition from F.O.B. Development Inc. for an Easement Vacation Plat for Empire Business Park Eighth Addition and a Final Plat for Empire Business Park Ninth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street, as requested by the Public Works Department. *(Recommend the Ordinance approving the Easement Vacation Plat for Empire Business Park Eighth Addition and the Final Plat for Empire Business Park Ninth Addition be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk be authorized to sign the necessary documents.)*

ORDINANCE NO. 2018 – 38

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF A UTILITY EASEMENT LYING WITHIN EMPIRE BUSINESS PARK EIGHTH ADDITION AND APPROVING THE FINAL PLAT OF EMPIRE BUSINESS PARK NINTH ADDITION

The following was presented:

Item 7G. Consideration of: (1) an Ordinance Amending Ordinance 2018-23 for the FY2019 Budget for the Fiscal Year Ending April 30, 2019, in the amount of \$70,410 for FY 2019, to allow payment of monthly training and related services incurred from Kronos Workforce Management; and (2) authorization of a payment to Kronos Workforce Management for FY2018 invoices for monthly training and related services that were utilized in the amount of \$45,270, as requested by Information Services. *(Recommend the Ordinance Amending the FY 2019 Budget for monthly service in the amount of \$70,410 and the Payments due to Kronos Workforce Management for FY 2018 invoices for monthly services in the amount of \$45,270, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 39

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2019

The following was presented:

Item 7H. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lots 1 and 2 in Block 5 in Camp Kickapoo from Rayan, LLC to Watersun, LLC, as requested by the Water Department.

*(Recommend the Lake Lease Transfer be approved, subject to the following contingencies: (1) the septic system conditions included in the McLean County Health Department's January 30, 2018 letter; (2) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (3) the new lease holder apply for an electrical permit and inspection through the Community Development Department, (4) the lease and refuse fees invoiced are not past due, (5) the transferee providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7I. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 4 in Block 5 in Camp Kickapoo from Hugh and Beverly Parker to David and Julia Turner, as requested by the Water Department. *(Recommend the Lake Lease Transfer be approved, subject to the following contingencies: (1) septic system risers or access ports be installed and that the rock trench be uncovered within six (6) months of transfer; (2) the shed located across Cherokee Lane, adjacent to Lot 4 in Block 5 in Camp Kickapoo either be removed by new lessee or that ownership of shed is transferred to the City of Bloomington for removal within six (6) months of transfer; (3) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (4) the lease and refuse fees invoiced are not past due, (5) the transferee providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

## **“Regular Agenda”**

The following was presented:

Item 8A. Consideration of a Resolution approving the Rules of the Public Safety & Community Relations Board of the City of as well as the Board's brochure and posters, as requested by the Board in consultation with the Police Department and Legal Department. *(Recommend the Resolution approving the Rules of the Public Safety & Community Relations Board of the City of Bloomington, Illinois and the Public Safety & Community Relations Board brochure and posters be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jeff Jurgens, Communication Manager, 15 minutes, City Council discussion, 15 minutes.)*

Mr. Jurgens provided a brief overview stating the Board was created on July 24, 2017. Their first occurred on December 13, 2017, and they have been working diligently to fulfill some of the directives that this Council directed including creating rules, procedures, and bylaws for the transaction of business by the Board, developing a brochure explaining the Board's procedures and the resources available to complainants, and developing a poster highlighting the resources available to complainants. When Council adopted this ordinance, you directed the new Board develop and provide a report to Council for final approval. Although city staff has been available as a resource to assist and review what has been prepared, the true driving force behind this has been the Board. Art Taylor, Chairman will provide the formal presentation of those items and answer questions of the Council.

Mr. Taylor stated, the Board has been diligently working toward its goals of what the council set forth in its original ordinance, which is to serve the citizens as an advisory committee to the Chief of Police and City Manager, providing a perspective of police policy and training and to improve police-community interactions. This encompasses providing resources to the community on how to make a formal or an informal complaint to the police; assisting the City and the police department in clarifying and improving procedures related to complaints; adding a citizen perspective to the evaluation of civilian complaints including timely and fair and objective reviews of those complaints; as well as to identify perceived deficiencies in police and community interactions. All with the intent of improving interactions and shared understanding and to provide fair treatment to and to protect the rights of citizens and the police.

Alderman Black asked how these meetings been attended by the public. Mr. Taylor stated there were 20 members of the public who attended the first quarterly meeting on March 21, 2017. The Board answered as many questions as possible to get input and feedback on language that is in the brochure. The brochure will be available in Spanish as well.

Alderman Mwilambwe asked how meetings are noticed and will the Board utilize social media. Mr. Taylor stated our meetings are on the second Wednesday of every month, that meeting is open to the public. Meetings are noticed on the City's website and available throughout the media. The first quarterly meeting was held on March 21, and the next one is scheduled for June 20, 2018. Communication was sent out to the entities that helped and that were instrumental in establishing the Board in the first place which would include Not in Our Town, Black Lives Matter, NAACP, and the League of Women Voters.

Alderman Bray inquired about Section 2A Confidentiality of Sensitive Information and how the matter would be handled by the Board. Mr. Taylor stated a great deal of time was placed in our conversations about confidentiality, not only to anyone who may be presenting a complaint but also to the Board members who would be charged with hearing those complaints. Part of the brochure discusses how complaints can be presented to the Board. It has to be in writing, and has to be a complaint previously heard by the Bloomington Police Department before it comes to the PSCRB. That, any personal information that could identify the individual who was making the complaint or the complainant would be redacted by the City Legal Department that is in the rules.

Mr. Jurgens stated Mr. Taylor's explanation of the process is his understanding as well. Subsection A, does talk about the confidentiality of sensitive information and in the actual ordinance that was approved, the information that is provided to the Board is information that would be subject to release under FOIA. It is not a review of whether or not the complaint was founded or unfounded, decided correctly or incorrectly, by the Police Department, it is rather a review of the overall process and whether or not there need to be other procedural changes as part of that review.

Alderman Bray asked whether a complainant, once this review done, have an option to ask for confidentiality of their concerns or their allegations. Mr. Taylor that was broadly discussed in our deliberations with reference to the rules. A complainant may file a complaint either with the Bloomington City Police Department, through the city legal department, or at a PSCRB public meeting. There is a box located in our meetings for anyone to drop off a written complaint. It is then reviewed by the City Legal Department where they will then begin the redaction process to ensure that the complainant and/or the police officer in question identities are kept confidential. That way once the the PSCRB reviews the complaint, it will not have the identity of the individual who filed a complaint nor the identities of the

police officers that the complaint may be directed to.

RESOLUTION NO. 2018 – 33

A RESOLUTION APPROVING THE RULES OF THE PUBLIC SAFETY & COMMUNITY RELATIONS BOARD AND APPROVING THE BOARD'S BROCHURES AND POSTERS

**Motion by Alderman Schmidt second by Alderman Painter that Council approves the Resolution approving the Rules of the Public Safety & Community Relations Board of the City of Bloomington, Illinois and the Public Safety & Community Relations Board brochure and posters be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Mathy, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8B. Consideration of a Contract and Unit Prices with Corrective Asphalt Materials, LLC, as a limited source, in the amount up to \$310,000, for the FY 2019 Pavement Preservation program, as requested by the Public Works Department. *(Recommend the Contract and Unit Prices with Corrective Asphalt Materials, LLC for the FY 2019 Pavement Preservation Program, in the not-to-exceed \$310,000, be approved as a limited source, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director, 5 minutes, City Council discussion, 5 minutes.)*

Mr. Karch provided a brief review of the project and request Council approval to move forward.

Alderman Mathy asked whether the goal of the program that every street in the City would be done every five years. Mr. Karch explained the long-term plan within that first year, is to do one Reclamite treatment. After four or five years, you come back and do another Reclamite treatment. The C85 is debatable because it depends upon, when it reaches that rating of four (4) just before the potholes start then you apply the C85. The goal is to stretch that curve out to where you go to more of the, you know, 30 to 40-year mark.

Alderman Bray asked whether streets should have more than two treatments. Mr. Karch explained that two treatments of Reclamite, one treatment of C85. They have considered upon arriving at that pavement life, determining whether we can do a second C85 treatment is worth it. A C85 is \$2 and 10 cents and resurfacing mill and fill is \$35, those two comparisons, you really want to try to stretch the life as much as you can.

**Motion by Alderman Hauman second by Alderman Schmidt that Council the Contract and Unit Prices with Corrective Asphalt Materials, LLC for the FY 2019 Pavement Preservation Program, in the not-to-exceed \$310,000, be approved as a limited source, and the Interim City Manager and City Clerk be authorized to execute the necessary documents**

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

**Ayes: Aldermen Mathy, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8C. Presentation and discussion on the City's utilization of Tax Increment Financing as an economic development tool and possible action on a Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing, as recommend by the City's Community Development Department - Office of Economic Development. *(Recommend the Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 30 minutes, City Council discussion, 30 minutes.)*

Mr. Rasmussen explained when Council discussed the Tax Increment Financing three or four weeks ago, one thing that it asked before the City move forward on any other TIF actions is for a policy or guidelines on how TIF's would be handled the future. The City is proposing the enclosed resolution for Council consideration and possible action. In past practices of some cities, TIFs were been abused. Staff does acknowledge; however, we are dedicated to ensure that does not happen as it is a powerful tool that can be used in economic development.

He stated that he had spoke with Dr. Riley regarding the proposed policy and resolution as well as working together carefully with the school district to ensure there is an agreement that will allow us to work together. He asked Bob Mahrt, Director of Community Development to provide background on the City's efforts with Tax Increment Financing.

Mr. Mahrt provided a quick overview of the prior TIFs within the community, some of the existing TIFs that are current are in place, and of some of the potential TIFs that we might have in the future.

In the late 1980s, three TIFs were generated by the community--that was the Veterans Parkway Redevelopment Project from 1986 to 1993, the Market Square Redevelopment Project Area from 1986 to 2009, and the Downtown Bloomington Redevelopment Project Area from 1986 to 2009. That was a very significant one that encompass of roughly 54 blocks in our downtown area, very large in comparison to the other TIFs that we have had within our community. More recently, we have had the Empire Street Corridor Redevelopment Project starting in 2016, the Downtown South Redevelopment Project Area also in 2016, and some of the ones that are in play right now and for further discussion is the proposed Downtown East Washington Redevelopment Project Area and then the potential North Main/Chestnut Street

## Redevelopment Project Area.

The first project was the Veterans Park Redevelopment Project and it started in June of 1986 and lasted just seven years, through 1993. We want to look at opportunities of dissolving the TIF once the objectives have been met. The Market Square Redevelopment Project that also went from 1986 to 2009. It qualified as both a conservation area and a blighted area and some of the notable projects in that are the Pilot Truck Stop, the Market Square Shopping Center. The Downtown Bloomington Redevelopment Project Area and that went from 1986 to 2009. There were some carryover for some legal issues that the City is dealing with in that area. The entire 54 blocks was designated as a blighted area as the blighting factors criteria has to be met. Those are very high standards in the TIF Acts to meet the criteria and to have that entire boundary as a blighted area in 1986.

Through that process, the City had roughly 49 redevelopment agreements. Some created projects, some were laid to rest, they did not fulfill their obligations, but the biggest factor that here is that the Equalizer Assessed Value in that TIF area increased to 145% over that 23-year period. In 1986 when the TIF began, the Equalizer Assessed Value was roughly \$13 million. At the end of the TIF, it was roughly \$32 million, so there was a significant increase in the Equalized Assessed Value.

Other projects was the Russell Francois Offices, roughly 72,000 in public incentives that were provided to it for historic rehabilitation, exterior wall repair, waterproofing, and storefront restoration and that building still stands. The Coffee Hound and Ivy Lane Bakery, again, roughly leveraging private of \$182,000 with public incentives of \$80,000 to bring that project together. The Castle Theater is still a vibrant business in our downtown area. The Castle Theater had public costs of \$385,000, total project investment of \$1.2 million, and the condo build-out on the upper story.

The McBarnes Building, we had an investment of \$1.7 million in our downtown area, of which \$466,000 was public incentives for the restoration of that historic building. The Corn Belt Bank building, a \$2.1 million project in our downtown for the historic rehabilitation, the elevator system, and the office build-out and that was undertaken in 2001. TIF funds can be used to leverage some private investment to really maintain and enhance our downtown area or any TIF area. These are new TIF areas that we have within our community and adopted in 2016. It is a relatively large TIF area from Veterans Parkway along the Empire Street corridor all the way to Colton Avenue where the high school project. Roughly 65 parcels, the area was identified as blight; however, important to note is the Equalized Assessed Value had been declining over a period of time.

Since 2016, two redevelopment agreements for properties within that Empire Street Corridor Redevelopment Project Area: the former Kmart Plaza into the Colonial Plaza Shopping Center, Dick's Sporting Goods, and a number of other major retailers in that area has increased economic revitalization of that area also the redevelopment of the former Baymont Inn into a Best Western Plus Hotel. The Colonial Plaza Redevelopment Project had roughly 75% of a portion of the increment that goes back to the developer, and a third of the sales tax rebates. The entire incentives for that \$11 million improvement, is maxed out at \$4 million for incentives.

Although he is not familiar with the redevelopment agreement, it is his understanding that the sales tax rebate was valid for 10 years--up to \$2 million. The remainder was the increment up to 75% of the increment. The remainder of the increment can be used in other areas of that Empire Street Corridor Plan

for new streets, sidewalks. Council recently approved the eligibility of the Fairway Drive Intersection Improvement as a TIF-eligible project in this district. In doing so, Council established that as a TIF-eligible project and as funds and increment come back into that project area, the City will be able to transfer those funds as MFT. It is an opportunity to leverage that increment for other purposes aside from commercial redevelopment.

The Downtown Southwest Redevelopment Project Area was adopted in 2016, 6.4 acres, 13 parcels or thereabout. The area qualified for both blight and conservation is a realization and an attempt to meet the taxing districts requirements on targeted TIFs. It includes the former junior high school project or property you had previously signed a redevelopment agreement for that proposal pending the TIF approvals.

The Lafayette Hotel and apartment area did not qualify as blight and therefore, it was removed from of the TIF area so that would not receive incentives if requested through the TIF district. Council did approve a feasibility study for the North Main/Chestnut Street Redevelopment Project Area--the BroMenn Hospital or the Electrolux. There are eight and a half acres, five parcels.

If it were to be a sales tax generator, then you may not need to use TIF as opposed to a residential component or a mixed-use that may have a mix of both TIF and sales tax. Not everything have to be TIF. We can evaluate the terms of agreements or the terms of a TIF. We can make them targeted and shrink the size so to avoid abusing the standards that we want to create for TIF.

Attorney Field-Orr stated she began working with the City in 2009 providing guidance on TIF districts and projects. Those initial TIFs were massive and for several years, had represented the City in conjunction with other negotiated agreements and they were not TIF agreements. She referenced Ashley Furniture, Green Top, and other sales tax generators.

With regard to the Empire Street TIF, we have committed sales tax. We have taken on a policy of the smaller, the better and there should be a project. Some projects were refused as they did not demonstrate economic viability for the City.

With regard to expanding your position in terms of policies, it should be put in writing to reconcile with the schools two very important aspects. Number one, you never TIF more inch...not an inch more than is absolutely needed and you never incentivize without an absolute demonstration that there is a gap in financing but for your assistance, the project could not, or would not go forward. Those two principles will keep the City on track and provide a continuation of the record that you have provided.

A city is only as good as our school districts. If we take the three TIFs, two in place and the one that's proposed and we look at its effect on the school district which is paramount and crucial, the EAV within those three TIFs assuming the third one is passed is 0.54% of the EAV of the school district. Negligible, it would appear. However, if we succeed in those TIFs our projections and are able to develop those properties would, in fact, result in an increase in the EAV from 0.54% to over 2%. Our goal is to redevelop. The reality is you have not considered it a TIF unless it has been demonstrated to you that the EAV of the proposed area has continually declined.

Number two, do not incentivize. They have tried to keep it with local developers as an example in the Downtown area. It has been with retail sales, not with TIF dollars where it has been a national chain. Proposing a written resolution adopting a policy with two perspectives: (1) only TIF it if the EAV if it demonstrates the EAV has been declining so that you should be doing something, and (2), do not incentivize any business unless it can be proven to the community.

Alderman Schmidt asked about the Veterans Parkway Redevelopment Project, that it ended in seven years and not in 23 years.

Ms. Field-Orr explained if you shorten the length of the TIF before you adopt it, you have just shot yourself in the foot because how can you then determine what is the minimal economic incentive for a particular project. A review of this should occur as an absolute project-by-project basis; you do not know until it happens. Secondly, there were no projects within the Veterans TIF. Alderman Schmidt referenced the Jumer Hotel. Ms. Field-Orr stated, the TIF law mandates that if you declare a TIF and do not have a project in seven years, you have to kill the TIF.

Mr. Mahrt stated it is his understanding that the TIF established in order to reconstruct Clearwater Street. Ms. Field-Orr stated it did not provide any increments.

Alderman Schmidt asked how other communities in Illinois handle these sorts of challenges in handling TIFs in terms of best practices.

Ms. Field-Orr stated best practices is to establish a policy. The City could utilize TIF to the minimum amount necessary to provide an incentive. The worst possible thing that she experienced is that if you do not have a TIF, you are out of the ballgame. The City of Bloomington feels as frustrated do most other municipalities. The problem is that the schools represent the largest part of the real estate and...tax and the incentive is somehow to induce a developer by giving them some break on the tax. TIF does not give them a break on the tax but it reimburses them for some of the costs so they can pay their tax.

Mayor Renner stated there also economic spillover especially if you have a very tight TIF. If there is a TIF that is proposed, as we only have two that were approved, it could easily have spillovers but it also could have an investment within it even if it is tight and does not ask for any money. Ms. Field-Orr stated the City would be obligated, as it had shown to demonstrate that there is a need for an incentive.

Alderman Black asked whether the policies are structured in the way similar to the one that is presented to Council for consideration. Ms. Field Orr replied it is more structured. City staff is recommending a tightly structured policy for Council consideration.

Alderman Mwilambwe asked whether it is possible to have a workable policy for all parties. Ms. Field – Orr explained there is a way to the extent that the City does not have a project to incentivize or an immediate use that improves the area and especially the one that is presented. There is always a way to if a TIF district impacts a taxing district in any way.

Any impact that a development has on a school, you know, the law protects schools that if there is a residential development and the residential development has children that result in an increase of the population of the school district the TIF Act has a formula for how you must pay that. To the extent the

taxing district has an impact in dollars and cents because of some development, they should be reimbursed, number one, and the law provides for that. Number two, if there are funds that are not committed and not to be utilized for development or improvement in the TIF districts, those be declared a surplus. In fact, the law says if you have incremental dollars in your TIF and you do not have a committed project for a period of three years, you must declare it a surplus and that is a way to protect the taxing districts.

Alderman Bray ask for clarification on the concepts of prevailing wage and the concept of project labor agreements and how the City maximize the economic development potential that is TIF.

Ms. Field-Orr stated we do not have a mandate on Project Labor Agreements with regard to using local contractors or discernation and in terms of our city collective bargaining agreements. We have not made a mandate related to prevailing wage.

Mr. Jurgens stated in the Prevailing Wage Ordinance that Council adopts every year, there is a provision and it is not kind of the standard, it is not required. There is a provision in the ordinance that says that the prevailing wage should apply to private commercial economic development projects directly supported by public funds including projects supported by Tax Increment Financing or tax incentives of any kind. Then there are some other provisions about that as well. Council already require language for TIF projects in its prevailing wage ordinance.

Ms. Field-Orr explained it is difficult to work that type of a commitment with prevailing wage in collective bargaining agreements and utilization of the services of unions. It is not often that the base may be here but the individuals are, how do you judge it? How do you review it? Why would you want to get into labors? It gets to be very touchy subject area as to where a laborer lives as opposed to using local businesses to the greatest extent possible. That does not guarantee residency or that we are using local laborers.

Alderman Bray stated that she would be interested in exploring more about what the implications of a PLA would be and through TIF districts, hire local, and by local. Ms. Field-Orr advised, in their legal limitations is to know how much the City can demand that, before Council take up that matter.

Alderman Black stated some conversation should occur with Council regarding its philosophy before a decision is made as it is important to ensure the school voices are heard.

Barry Riley, Ph.D. Superintendent of District 87 Schools stated, Alderman Schmidt asked how some communities doing relative to dealing with TIFs. That although he cannot speak to all communities, nearly half of the counties in the State of Illinois now have the countywide sales tax. In some of those counties, school districts are being directly impacted by TIFs. McLean County is not one of those counties. He referenced the ballot measure that failed. He expressed concern over how TIF districts impacts school districts and asked Council for consideration as it affects the needs of the students and school district.

He commented on the comments of Mr. Mahrt stating it is not a big deal; however, when we talk about the Empire Street Corridor, that area that runs from Veterans Parkway to Towanda Plaza, it captures Bloomington High School and the junior high school. They qualify as a conservation area it was described as a blighted area in totality. He does not want the public to view the district as a blighted area.

I also want to talk just briefly about the Downtown TIF that ended in 2009. During that 23-year TIF we

had some growth. He encouraged Council to go do some research and look at the cost of living and how that went up over that same time and see if that growth was right in line with that.

For many years, the school district has requested that TIF be structured so that we receive some direct benefit before the end of the typical 23-year life and I appreciate that there has been some conversation about that. He referenced the resolution for consideration by Council, and indicated that the school district does not agree with the proposed resolution. He thanked for its consideration, and indicated a willingness to continue that dialogue, as they want to be good partners when it comes to economic development.

Alderman Mathy stated he understand and appreciate the position that the state has put the school districts in everywhere, in every educational institution, not just our school, our high schools. He was the president of the Downtown Bloomington Association at the time where that TIF closing out. He mentioned the rate of inflation was outpaced by 5% inside of the TIF district. At the time the increment was released to the City and the school district, there was a 23-year buildup period for that sales tax increment. It was determined to be completely repaid in seven years. He asked how the school district is hurt if we could stop the rollercoaster effect.

Mr. Riley stated if the EAV is going down, it hurts all of us and that hurts the bottom line of any taxing body that is to receive dollars based off EAV. He asked Council to consider other avenues of incentivizing development before considering a TIF district.

Alderman Buragas stated she believes there is a better understanding of TIF based upon the board discussion based on the conversation. In essence, the City is willing to collaborate and that economic development is about partnership and working together for the benefit of the city and everyone who lives here. She is excited about the proposed policy, as it will go a long way in helping all to ensure collaboration are successful. In addition this potential value of this notion of prevailing wage and potentially project labor agreements, as she sees the value in having a conversation regardless of the vote of the Council.

Ms. Field-Orr asked stated for clarification purposes that it is not a requirement that the EAV go down to be blighted, that is just one of the requirements. It has been a policy of this City and that is why language was included into the proposed resolution. Our policy takes us a step closer to collaboration than the law would otherwise mandates.

Mayor Renner asked if one of the two TIFs that we have in progress, if it is zero, and we are not getting any money in the schools. Ms. Field-Orr stated that you are encouraged to TIF it and that is a win-win for everyone but if it starts out at zero.

Mayor Renner: And if I could related to that because you said something else that, at least at 500 feet without digging deeper, might be viewed as contradictory and I think I know what the answer is but I'm asking that question anyway. You had said, "You would shoot yourself in the foot if you did not do something like a 23-year TIF to start because you don't know how long."

Kathy: Because you don't know what...that doesn't mean just because there's a 23-year TIF, that doesn't negate the fact that you could still collaborate and utilize the percentage that you don't require for an incentive. I think that is more important...if I may, in my opinion, that may be more important because you may need a percentage of the TIF or one project in the TIF generates increase in values of the immediately

surrounding buildings so you do have increment that is obviously not committed in any way, shape, or form to a particular project which gives you an opportunity to declare a surplus or to assist a school district or any other taxing district as the needs may be shown.

Mayor Renner clarified for the record by declaring the surplus, the money goes back to the taxing body, to school district and all the taxing bodies. Ms. Field-Orr stated in proportion to their tax levy which would be any surplus is most beneficial fortunately to the school.

Alderman Bray stated for clarification purposes we talking about ways to minimize impact on the school and the operation of the school as comments were made of limiting use of residential projects in TIF.

Ms. Field-Orr stated we have as a City. Empire Street project has no residential the proposed Downtown Washington has no residential at this time, assuming it is all zoned as commercial. It does not affect the school districts in what we have proposed. The only other problem is that we cannot declare a surplus or the City work with one taxing district if they have the surplus, that is all or none and you cannot make a payment in lieu of taxes without distributing equally to all of the taxing districts. If you took a proportionate share of the school district, we could not give it back directly to the school district.

Mr. Mahrt stated the City offered that developer 75% of the increment from that development which goes back to the developer. A sales tax rebate for a period of 10 years, the total increment or the total incentives for that development was \$4 million for a minimum of \$11 million in investment and a threshold of sales tax generated in order to receive those incentives.

Mayor Renner we are at that critical point where we have not received any surplus money. At the point that we begin to or maybe we are about to cross it, when we hit \$4 million. He asked whether those funds are returned to the City or to District 87. Mr. Mahrt stated it is still generating an increment and the sales tax as the hybrid incentive they are not getting sales tax revenue from any of the communities in this area.

Ms. Field-Orr explained the way the agreement was structured was a maximum amount for 10 years we put in sales tax, after that the balance due would be, would be with the real estate taxes for a maximum of a 20-year term. However, as Mr. Mahrt explained, only 75% of the real estate taxes are committed to the project. There is a 25% play even with the sales tax, even with the real estate for 20 years. There maybe when it is at its full value so there will always be in a potential to have a surplus. However, there are likely to be other businesses to fill in in the Empire Street project. As we overcome those infrastructure concerns, hopefully before 23 years, there will be declarations of surplus but right now.

Mr. Mahrt stated the reason for the TIF discussion was not to elaborate on individual TIF project areas. Within the resolution, there is not an understanding that there are economic development incentives that the City can use in certain instances. Under Section 3 of the proposed resolution, this is the City's wording. The school district has an alternate wording that you can compare and contrast against where we are at but there is some common themes here that we are in general agreement with, and they can offer their perspectives on this. The first one under Section 3A, "The City Manager shall thoroughly consider the available alternatives to TIF and review the benefits of the alternatives to TIF with the private developers and the taxing district."

B, "The City Manager shall file a written report with the City Council listing the alternatives to TIF and

detailing the communications held with the private developers and the taxing districts regarding the alternative to TIF and their use." This is another communication tool that the City Manager with input from staff can get that information, you know, to the City Council. There is a question here as to at what point do have open negotiations? At a certain point where some of our draft works probably would not be directly communicated but it's something that we would in part to our people here.

C, "The City Manager shall provide an opportunity for the appointed leaders of the taxing district to review, prior to adoption by the City Council, the City Council's purpose and basis for creation of a new redevelopment project area," which is a TIF district," And/or consideration of a new development or redevelopment agreement that utilizes the TIF Act. The City Manager shall also maintain communication between the city and the taxing districts in regards to the city's implementation of the redevelopment plans for each of these city's designated redevelopment project areas." This is something that we could when there is a Joint Review Board meeting it is something that we can thoroughly discuss at that time. We can also have some interoffice communications between the taxing districts and our City Manager. D, "With regard to the use of the TIF Act and the creation of a new or redevelopment project area, the city pledges to..."

D1, "Compensate each taxing districts for any demands made upon it as a result of an approved development or redevelopment project as required by the TIF Act." City would follow the TIF Act and if it is appropriate to compensate a taxing district, then we are going to appropriately compensate the taxing district. Number two, "Limits the term of the designation of a redevelopment project area to the time required to achieve the completion of the redevelopment project plan and payment of the city's obligations to any project."

Number four, "Ensure that all newly created incremental tax revenue not needed for the implementation of the redevelopment plan be declared surplus for distributing to the taxing districts." A good discussion this evening about appropriately incentivizing the developer. If there is some surplus, that that surplus can be directed back to the taxing districts. "Review each redevelopment project annually and report to the taxing districts in writing as the availability of surplus funds and the intended use of surplus funds," I think that's something we would do as part of our annual Joint Review Board meetings and this is a specific request and I think we can meet this request.

Number six, "Limit the term of the redevelopment agreements and otherwise ensure that the amount of any incentive to a private developer be limited to the minimal amount necessary to fund the shortfall of the redevelop project as demonstrated by the developer in order to proceed with the redevelopment project." The request will be made whole through a TIF project does not allow us any extra monies to fund these private developments.

Ms. Field-Orr stated what has been recommended by the Community Development Department seriously narrows the scope and your focus in utilizing TIF to commit to the taxing districts, not only the school, a proportionate share of revenues or a time limit at the beginning really would limit your ability to incentivize any project. Your commitment in this to try to use any incentive other than TIF I think is crucial to the taxing districts and if you follow that, in and of itself, I think we will be doing a service to the community that they deserve.

~~RESOLUTION NO. 2018~~

~~A RESOLUTION AFFIRMING THE CITY OF BLOOMINGTON'S ECONOMIC DEVELOPMENT INCENTIVE GUIDELINE AND OUTLINING THE CITY'S GUIDELINES FOR THE UTILIZATION OF TAX INCREMENT FINANCING~~

**Motion by Alderman Black second by Alderman Bray to table this item to the June 18, 2018 Committee of the Whole Meeting, and that staff review components to the policy that is for shop local, buy local hire, and PLA's.**

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

**Ayes: Aldermen Mathy, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.**

**Nays: None.**

**Motion carried.**

### **City Manager's Comments**

Mr. Rasmussen provided a brief overview of the upcoming community events for this weekend and in July stating staff has included the Parks and Recreation, Grossinger Arena, the Ice Center, the Library, and the Bloomington Center for the Performing Arts. We have this weekend "Cogs and Corset" which is Friday, Saturday, and Sunday. He asked all to come out and enjoy the community events.

### **Mayor's Comments**

Mayor Renner thanked all for the turnout for the Memorial Day Parade, and thanked Steve Rasmussen and Alderwoman Hauman for holding the city sign.

### **Aldermen's Comments**

Alderman Hauman announced the 27th Annual British Car Festival at the David Davis Mansion on Sunday afternoon at 9:00, or Sunday, 9:00 to 3:00, 150 vintage antique or vintage British cars, so if any of these things do not appeal to you.

### **Adjournment**

**Motion by Alderman Black seconded by Alderman Hauman adjourning the meeting. Meeting adjourned at 9:10 p.m.**

**Motion carried. (Viva Voce)**

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

---

Cherry L. Lawson, City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: June 11, 2018

**SUBJECT:** Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$7,557,243.47.

**RECOMMENDATION/MOTION:** The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$7,557,243.47, and orders drawn on the Treasurer for the various amounts as funds are available.

**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.

**FINANCIAL IMPACT:** Total disbursements to be approved \$7,557,243.47 (Payroll total \$2,563,157.18, Accounts Payable total \$3,597,699.78, and Electronic Transfers total \$1,396,386.51).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Interim Finance Director

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen,  
Interim City Manager

**Attachment:**

- Bills, Payroll, and Electronic Transfers on file in the Clerk's office. Also available at [www.cityblm.org](http://www.cityblm.org).
- Summary Sheet Bills, Payroll, and Electronic Transfers

**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of June 11, 2018**

**PAYROLL**

Date	Gross Pay	Employer Contribution	Totals
5/24/2018	\$ 1,489,573.61	\$ 387,598.51	\$ 1,877,172.12
5/25/2018	\$ 231,425.07	\$ 78,705.95	\$ 310,131.02
6/1/2018	\$ 239,930.96	\$ 79,964.93	\$ 319,895.89
5/24/2018	\$ 53,821.06	\$ 2,137.09	\$ 55,958.15
Off Cycle Adjustments			
<b>PAYROLL GRAND TOTAL</b>		<b>\$ 2,563,157.18</b>	

**ACCOUNTS PAYABLE (WIRES)**

Date	Bank	Total
6/11/2018	AP General	\$ 3,433,697.01
6/11/2018	AP Comm Devel	\$ 35,473.75
	AP IHDA	
6/11/2018	AP Library	\$ 50,402.62
6/11/2018	AP MFT	\$ 1,873.95
5/25/2018-5/31/2018	Off Cycle Check Runs	\$ 76,252.45
4/16/2018-6/10/2018	AP Bank Transfers	\$ 1,396,386.51
<b>AP GRAND TOTAL</b>		<b>\$ 4,994,086.29</b>

**PCARDS**

Date Range	Total
<b>PCARD GRAND TOTAL</b>	

<b>TOTAL</b>	<b>\$ 7,557,243.47</b>
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Respectfully,

**F. Scott Rathbun**  
Interim Finance Director

**Patti-Lynn Silva**  
Treasurer



**CONSENT AGENDA ITEM NO. 7C**

**FOR COUNCIL:** June 11, 2018

**SUBJECT:** Consideration of Approving an Appointment to the Board of Zoning Appeals.

**RECOMMENDATION/MOTION:** Terry Ballantini be appointed to the Board of Zoning Appeals.

**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 I ask your concurrence in the appointment of:

**Board of Zoning Appeals.** Terry Ballantini to the Board of Zoning Appeals. Terry's term will be effective immediately and will expire 4-30-21 at which time he will be eligible to reapply. Application is 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: M. Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen".

Steve Rasmussen  
Interim City Manager

**Attachments:**

- Roster

## Board of Zoning Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year Appt	Re/Appointment Date	Ward								
x	Ballantini	Michael	Butts	04/30/18	2016	08/22/16	8								
x		Barbara	Meek	04/30/20	2010	03/27/17	9								
x		Jeff	Brown	04/30/19	2015	06/13/16	4								
x		Richard	Veitengruber	04/30/20	2017	03/13/17	1								
x		Robert	Schultz	04/30/20	2017	07/10/17	8								
x	Chair	Tristan	Bullington	04/30/20	2015	03/13/17	1								
x		Victoria	Harris	04/30/20	2017	07/24/17	5								
	Staff	Katie	Simpson					<a href="mailto:ksimpson@cityblm.org">ksimpson@cityblm.org</a>	115 E Washington	Bloomington	61701		434-2341		
	Staff	Mary	Sellmeyer						110 E Olive St	Bloomington	61701				

**Details:**  
 Term: 3 years (4 years prior to 5/1/2014)  
 Term Limit per City Code: 3 terms/9 years  
 Members: 7 members  
 Number of members the Mayor appoints: 7  
 Type: Internal  
 City Code:  
 Required by State Statute: No  
 Intergovernmental Agreements: None  
 Funding budgeted from COB for FY2014: None  
 Meetings: 3rd Wednesday of each month at 4:00pm in the Council Chambers

Number of Vacancies: 1  
 Number of Expired Board Members (Blm Appointments only): 1  
 Number of Expired Board Members Eligible for Reappointment: 1

**Appointment/Reappointment Notes**



**AGENDA ITEM NO. 7D**

FOR COUNCIL: June 11, 2018

**SUBJECT:** Consideration of Approving an Appointment of Treasurer for the City of Bloomington.

**RECOMMENDATION/MOTION:** Scott Rathbun be appointed as City Treasurer for the City of Bloomington.

**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:** *Section 47.5: Treasurer to be Appointed.* All persons holding the office of City Treasurer after April 30, 1977, shall hold office by reason of appointment by the Mayor with the approval of the City Council. The Treasurer's term of office shall be four (4) years in length beginning May 1, 1977. The Treasurer may be discharged for cause during a term of office. (Ordinance No. 1977-31)

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Citizens of Bloomington.

**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: M. Beth Oakley, Executive Assistant

Financial & budgetary review by: Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Scott Rathbun", is written over a horizontal line.

Steve Rasmussen  
Interim City Manager

Attachments:

- None.



## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** Water Department

**SUBJECT:** Consideration of a Purchase of a Green Climber F300 Pro Slope Mower from Green Climber of North America, Inc., in the amount of \$39,950.00 (City Bid #2019-03), as requested by the Water Department.

**RECOMMENDATION/MOTION:** The Purchase of a Green Climber F300 Pro Slope Mower for the required maintenance of the dams and spillways at Lake Bloomington and Evergreen Lake and the Fill-Site at Lake Bloomington be approved, in the amount of \$39,950.00, and the Procurement Manager be authorized to issue a Purchase Order.

**STRATEGIC PLAN LINK:** Goal 1: Financially Sound City Providing Quality Basic Services, Goal 2: Upgrade City Infrastructure and Facilities; Goal 5: Great Place to Live-Livable

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1e: Partnering with others for the most cost-effective service delivery; Objective 2: Quality Water for the Long Term; Objective 5a: Well-planned City with necessary services and infrastructure.

**BACKGROUND:** The City of Bloomington Water Department maintains approximately 2,900 linear feet (over one-half mile) of dams at Lake Bloomington and Evergreen Lake. The total number of acreage maintained between the two dams and the Fill-Site is approximately 17.7 acres.

Traditionally, in the spring of each year, the Department, in cooperation with the City of Bloomington Parks and Recreation Department, performs a controlled burn (IEPA Permit #113020) of Evergreen Lake dam. Once the vegetation begins to grow again, the Department must borrow a small tractor from the Parks Department to maintain the dams. The Department is unable to perform a controlled burn on the Lake Bloomington dam due to the close proximity of homes to the burn location.

The steepness of vegetative slope at the two dams makes regular maintenance with tractors tedious due to the slow speed the tractor must maintain to avoid rollovers. The Green Climber slope mower is operated through a remote control device that allows the operator to operate the mower remotely and in a safe manner. The remote control has a range of 500 feet, allowing the operator to remain at a safe distance.

By purchasing the Green Climber slope mower, the Department will be able to efficiently and safely maintain the steep embankments, allowing staff the opportunity to remove any vegetation on a consistent basis that may negatively impact the dams. In addition, regular maintenance of the embankments allows regular inspections to be performed to ensure proper dam integrity.

Proper Maintenance of the dams is critical for inspections and for quick repair should the dams begin to fail. The City of Bloomington has an Emergency Action Plan in place should the dam shows signs of failure. The Fill-Site area (that will be maintained by the Green Climber slope mower) is an area that was recently rezoned by McLean County Building and Zoning which allows the Department to store equipment and various other items required by the Emergency Action Plan. It is essential that this area, including the vegetative slopes, be properly maintained.

In addition, there is potential for the Parks and Recreation Department to utilize the mower at the Miller Park dam embankment.

Training is included in the quoted price from Green Climber of North America.

Green Climber of North America, Inc., was the sole company that submitted a formal bid to the City of Bloomington. Please see the attached Bid Tabulation. The Water Department is satisfied with the lowest bidder and is confident in securing the purchase.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The invitation to bid was published on Thursday, May 13, 2018, in the Pantagraph; City of Bloomington Parks and Recreation Department; McLean County Parks and Recreation.

**FINANCIAL IMPACT:** Funds are included in the FY 2019 Budget under Lake Maintenance-Capital Outlay Equipment Other than Office account (50100140-72140). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 96 and 178.

**COMMUNITY DEVELOPMENT IMPACT:** UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

**Link to Comprehensive Plan/Downtown Plan Goals:** 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: Joseph M. Darter, Property Manager

Reviewed by: Robert Yehl, P.E. Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Director

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- WTR 1B - #2019-03 Green Climber of North America Bid
- WTR 1C - #2019-03 Bid Tabulation
- WTR 1D - Illinois Environmental Protection Agency Controlled Burn Permit
- WTR 1E - Location Map
- WTR 1F - Lake Bloomington Dam and Evergreen Lake Dam Maps
- WTR 1G - Photographs



**INVITATION TO BID**

**BID #2019-03**

**GREEN CLIMBER SLOPE MOWER OR DIRECT EQUIVALENT OR BETTER**

Mailing Address: Office of the City Clerk  
City of Bloomington  
109 East Olive Street  
Bloomington, IL 61701

Contact Person(s): Joseph Darter  
Water Property Manager  
[jdarter@cityblm.org](mailto:jdarter@cityblm.org)

Carla Murillo  
Procurement Manager  
[cmurillo@cityblm.org](mailto:cmurillo@cityblm.org)  
309-434-2277

Bids Due: **Wednesday, May 30, 2018 at 10:00 A.M. Central Time**

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**LEGAL NOTICE OF  
INVITATION TO BID  
CITY OF BLOOMINGTON, ILLINOIS**

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Wednesday, May 30, 2018 at 10:00 A.M. Central Time**, at which time they will be publicly opened and read for the following:

**BID #2019-03  
GREEN CLIMBER SLOPE MOWER OR DIRECT EQUIVALENT OR BETTER**

Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to [procurement@cityblm.org](mailto:procurement@cityblm.org). Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. Bid documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only vendors recorded with the City, as a bona fide plan holder, are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

The City of Bloomington requires all vendors and vendors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid.

Carla Murillo, Procurement Manager

Published **May 14, 2018** Bloomington, Illinois

## TERMS AND CONDITIONS FOR BIDDERS

**BACKGROUND:** The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

**BID IDENTIFICATION:** Bidders are required to legibly write the bid number, bid name and due date in the lower left corner. Do **not** submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

**DEFINITION:** "City" shall mean the City of Bloomington, Illinois.

**QUESTIONS:** Questions regarding bid/proposal procedures shall be directed to Carla Murillo, Procurement Manager, during regular working hours, telephone 309-434-2277.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the bid shall be submitted in writing to:

**Joseph Darter, Water Property Manager, [jdarter@cityblm.org](mailto:jdarter@cityblm.org)  
And**

**Misty Shafer, Procurement Specialist, at [mshafer@cityblm.org](mailto:mshafer@cityblm.org) or  
Fax (309) 434-2874**

Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes.

**BID PACKAGE:** If you have obtained this bid from the City of Bloomington web site or from a source other than directly from Procurement Services or the City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with the Procurement Office, or with the City Clerk's office prior to submitting your bid to ensure that you have a complete, up-to-date package. The original bid document maintained and on file in the City Clerk's office shall be considered the official "copy". Copies of all addenda shall be attached to the bid document as proof of receipt.

One original and two copies of the complete bid packet should be submitted to:  
Bloomington City Clerk's Office  
109 E. Olive Street  
Bloomington, Illinois 61701

**REJECTION OF BIDS:** The City of Bloomington reserves the right to reject any and all bids and to waive technicalities and to accept that bid which is to be considered to be in the best interest of the City. Any such decision shall be considered final.

**BID SUBMISSION:** Submit (1) original and specified number of copies of the entire bid packet.

**NON-DISCRIMINATION:** The City of Bloomington requires all vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Vendors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The vendor must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

**EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

**NO BID:** Vendors who are not able to submit a bid for this service, but wish to receive bid tabulation or to be assured of remaining on the City's bid list for similar services should clearly indicate on the envelope the designation "NO BID". Envelopes so marked will not be considered as a formal bid, but the contents will be responded to in the appropriate manner by City of Bloomington staff. The City will issue a purchase order to the successful vendor.

**DELIVERY:** F.O.B. Bloomington, IL FREIGHT PREPAID.

**Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Procurement Manager may be considered a breach of faith.**

**FULL PRICING AND CONTINGENCIES:** Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful bidder to the bid pricing. Additional charges for contingencies discovered by the bidder at any time after the date of the opening of this bid may not be considered for payment by the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid. In case of error in the extension of prices, the unit price shall govern.

**PAYMENT TERMS:** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

**BID EVALUATION:** Bids will be evaluated and awarded to the lowest responsible, responsive bidder. The quality of the products, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

**QUALITY:** The scope of specification is intended to procure a quality product. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

**RECOURSE FOR UNSATISFACTORY MATERIALS:** Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder at no additional charge.

**INVESTIGATION:** Bidders must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the bid submission deadline. It is the Bidder's responsibility to check with City Clerk prior to submitting their bid to ensure that they have received all Addenda issued.

**PROOF OF LICENSE, PERMIT, ETC.:** Bidders must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the bid award and prior to the performance of the work. It is the bidder's responsibility to inquire about requirements of performing the job with the requesting department contact person.

**BID FORM:** This entire package shall be returned complete and intact with all information requested and all questions answered. Failure to do so may be considered grounds for rejection of the bid. The amount of the bid shall be stated on the form(s) provided. Variations from the Specification shall be noted on a separate sheet of paper. If more space is required to furnish a description of the service offered or delivery/start terms, the vendor may attach a letter hereto, which will be made a part of the bid.

**SPECIFICATION:** The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders whose items, in the opinion of the City, meets or exceeds performance in these areas.

**ALTERNATES:** Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the City Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

**BRAND NAME, MODEL, SCOPE OF WORK:** All Bidders shall include with their bid brand names, models, catalog numbers, and complete information about the items they are offering. **Manufacturer's Safety Data Sheets, MSDS, are required for all chemical Bids.** Failure to do so may be considered grounds for rejection of the bid.

**DEFAULT BY VENDOR:** In the event of default by vendor, the City reserves the right to procure the services from other sources, and hold the vendor liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Vendor in whole or in part without the written consent of the City of Bloomington.

**BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.**

Bids shall be publicly opened and read at the time and date set. It is the responsibility of the vendor to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Vendor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

**BID BOND:** Bids in excess of \$50,000 must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a commonly accepted Bid bond form from a guaranty or surety company. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered complete unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

**CANCELLATION:** Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will provide a written notice of unsatisfactory performance and the vendor will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory control. If at the end of the stated time to correct, the City may deem that the vendor's performance is still unsatisfactory, the contract may be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

**WITHDRAWAL OF BID:** A vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager.

**REJECTION OF BIDS, WAIVERS OF IRREGULARITY:** The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final.

**PROTESTS:** Any actual or prospective offeror/vendor who is aggrieved in connection with this proposal or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

**LOCAL PREFERENCE POLICY:** The City of Bloomington has adopted a Local Preference Purchasing Policy that is applicable in the City's competitive bidding processes, except in situations where external funding sources do not permit local preference purchasing allowances, in situations where the goods or services being purchased are available through a cooperative purchasing program, or where waived by the City. Bidders should complete the Local Preference Purchasing Policy Certificate if bidder qualifies as a local bidder under the Policy. The Policy is in place to address, in part, responsiveness and related concerns of the City. After submission, but prior to award, an offeror claiming local preference will be required to submit evidence demonstrating all the criteria for local preference is met.

**SECURITY:** The vendor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The vendor further represents and warrants to the City that the vendor and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The vendor hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

**PURCHASE EXTENSION:** This contract shall be offered for purchases to be made by other governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the vendor. The City shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

**EQUAL OPPORTUNITY GUIDELINES:** The City requires all vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program the City shall require that the vendor be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309/434-2218.

**INDEMNIFICATION:** Vendor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Vendor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Vendor's legal counsel unacceptable, then Vendor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Vendor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

**CITY OF BLOOMINGTON, IL**  
**GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS/BIDS**

Prior to the commencement of work governed by any contract between the CITY and the vendor, the vendor shall provide the CITY satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the CITY, its employees and officials as additional named insured's will be required and will also denote the description of the job. **The vendor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Vendor's program shall hold the CITY, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

**General Liability** - \$4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$4,000,000 GL annual aggregate and will include:

- Medical payments - \$5,000
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

**Workers' Compensation and Employer's Liability** –

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

**Automobile Liability** - \$1,000,000 Bodily Injury and Property Damage (CSL)

(Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

**Umbrella Liability Coverage** - \$1,000,000 each occurrence, \$1,000,000 aggregate

(These limits will be excess over all underlying coverage documents and would be the minimum required).

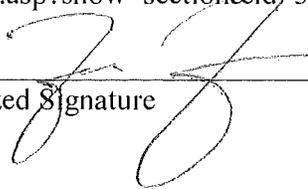
**Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**GIFT BAN ACT:** I certify that Green Climber of North America (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000> under.

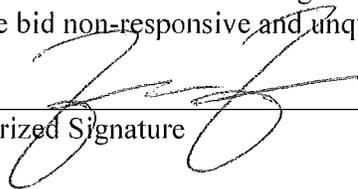
I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://www.cityblm.org/code.asp?show=section&id=3450>.

Zoe E. Zawacki      5/15/2018  
Print Name & Date

  
Authorized Signature

**Vendor Compliance with Public Act 85-1295:** The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Zoe E. Zawacki      5/15/2018  
Print Name & Date

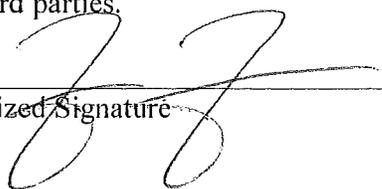
  
Authorized Signature

Green Climber of North America  
Company Name

**Insurance:** Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

Zoe E. Zawacki      5/15/2018  
Print Name & Date

  
Authorized Signature

Green Climber of North America  
Company Name

**LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION**

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local vendors may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local bidders may receive the following adjustment to the submitted bid:

1. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
2. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
3. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
4. \$50,000 on bids of over \$1,000,000.

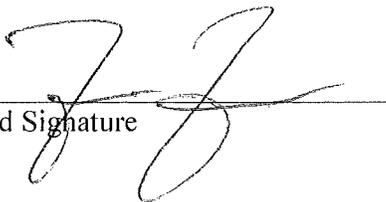
For purposes of comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local bidders when determining the lowest responsible bid. The City Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Bloomington.

A Local Bidder is defined as any business that meets all of the following criteria:

1. The business has established and maintained a physical presence within the County of McLean, via the ownership or lease of a building or a portion of a building for a period of not less than 12 consecutive months; and
2. The business employs a minimum of two full time employees at the McLean County location and those employees spend the majority of their work day and work week at the McLean County location; and
3. The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

The undersigned hereby certifies to the City of Bloomington that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

Zoe E. Zawacki                      5/15/2018  
Print Name & Date

  
Authorized Signature

Green Climber of North America  
Company Name

## **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the vendor's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, the vendor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the vendor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires additional employees in order to perform this vendor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the vendor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the vendor in its efforts to comply with such Act and Rules and Regulations, the vendor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the vendor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.

**REFERENCES:**

Three (3) references are **required** with your bid. The references shall be from three different sources where you have provided the minimum specifications as required in this bid. Bidder may use the City of Bloomington as one reference if the Bidder has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: Unlimited Pipeline Services

Company address: 469 Ossipee trail

City: Gorham State: Maine Zip: 04038

Company Contact Name or Department: Russ Brackett - Owner

Company Contact Telephone: 207-756-1986 Fax: \_\_\_\_\_

Company Contact e-mail address: rbracket@maine.rr.com

(2.) Company Name: Bobcat of Connecticut

Company address: 54 Alna Ln

City: East Hartford State: Connecticut Zip: 06108

Company Contact Name or Department: Stu Graham - Owner

Company Contact Telephone: (860) 282-2648 Fax: \_\_\_\_\_

Company Contact e-mail address: stu@bobcatct.com

(3.) Company Name: Mississippi Wildlife and Fisheries

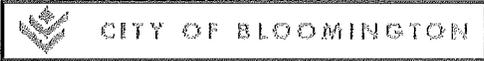
Company address: 1505 Eastover Drive

City: Jackson State: Mississippi Zip: 39211

Company Contact Name or Department: Rusty Gant - Representative

Company Contact Telephone: (601) 432-2400 / 225-317-2757 Fax: \_\_\_\_\_

Company Contact e-mail address: rusty@covingtonsales.com



Community Relations  
109 E. Olive St.  
Bloomington, IL 61701-3157  
(309) 434-2215 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any company doing business with the City in the excess of \$25,000 during one year, must submit an Equal Opportunity Report Form or an Equal Opportunity Plan.

It is my understanding that your company will be or are presently a contractor/vendor for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information. If you are bidding for the opportunity to work for the City of Bloomington, the Contract Compliance Report Form enclosed in the bid packet must be completed, signed and returned in the bid packet.

Please complete the enclosed information in its entirety and return it to the Community Relations Office or with your bid packet. If your company has an approved Equal Opportunity Plan, you may submit it instead of completing the enclosed Contract Compliance Form. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Vendor List."

If you should have any questions regarding either of the forms, please feel free to contact me at (309) 434-2215.

Sincerely,

HR Representative  
Equal Opportunity Associate

CITY OF BLOOMINGTON  
COMMUNITY RELATIONS DIVISION

City of Bloomington  
Community Relations Division  
109 E. Olive Street  
Bloomington, IL 61701

(309) 434-2215

(309) 434-2831 (Fax)

Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, may result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.

Section I. Identification

1. Company Name and Address:

Name: Green Climber of North America

D/b/a: \_\_\_\_\_

Address: 500 E. Cossitt Avenue

City/State/Zip: LaGrange, IL 60525

Telephone Number(s) Area Code: 708-354-2171

Check one of the following:

Corporation     Partnership     Individual Proprietorship     Limited Liability Corp.

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

3. Major activity of your company (product or service):

Distributorship of Green Climber Remote-Controlled Slope Mowers

## Section II. Policies and Practices

### Description of EEO Policies and Practices

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES  NO

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

Name: Susan Halm

Title: Office Administrator

Telephone: 708-354-2171

C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES  NO

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES  NO

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES  NO

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES  NO

G. Has the vendor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontractors or purchase orders?

YES  NO

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES  NO

I. Does the Company have collective bargaining agreements with labor organizations?

YES  NO

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES  NO

**Section III. Employment Information**

- A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.  
3

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- B. Job Classifications (See descriptions attached)

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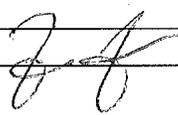
- C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location.  
within 30 miles of 60525

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- D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

**Section IV. Certification**

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

	Zoe E. Zawacki - Vice President	708-354-2171	5/15/2018
<b>Signature:</b> 	<b>Print Name &amp; Title</b>	<b>Telephone Number</b>	<b>Date</b>

**CITY OF BLOOMINGTON  
COMMUNITY RELATIONS DIVISION**

**CONTRACT COMPLIANCE  
WORKFORCE ANALYSIS**

Job Categories	Overall Totals		White(Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers	1		F									
Professionals	1		F									
Technicians	1		M									
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
<b>TOTAL</b>	3											

M= Male, Column B is sum of rows D, F, H, J, and L

F= Female, Column C is sum of Rows E, G, I, K, and M

Date of above: 5/15/2018

Name of person that compiled the above data: Zoe E. Zawacki

**SCOPE:**

The City of Bloomington Water Department is seeking bids for One (1) Green Climber F300 PRO Remote Controlled Slope Mower or direct equivalent or better.

**SPECIFICATIONS:**

- Yanmar Diesel, Tier IV Final Engine
- EPA Emission Compliant
- 60 Degree Slope Capacity - All Directions
- 500 foot radio remote range
- 0-2 inch cutting capacity
- On-board battery charger
- Auto reversing fan
- Adjustable cutting heights (0-6 inches)
- Low Center of Gravity

**DELIVERY:**

- **F.O.B. 25432 Davis Lodge Road, Hudson, IL 61748 FREIGHT PREPAID and must be included in bid total.**
- Equipment must be delivered fully assembled, serviced and ready for operation.
- Delivery of equipment will be within 10 business days of order confirmation.



**BID FORM**

**BID #2019-03**

**GREEN CLIMBER SLOPE MOWER OR DIRECT EQUIVALENT OR BETTER**

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

DESCRIPTION	AMOUNT
Total Cost	\$ <u>39,950.00</u>

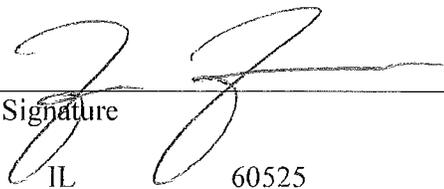
State if equipment Complies, Does Not Comply or State variation(s): \_\_\_\_\_  
The Equipment Quoted is a USED Unit but complies to all bid specifications. Hours on machine are less than 20.

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Green Climber of North America  
Firm

500 E. Cossitt  
Address

708-354-2171  
Phone Number

  
Authorized Signature

LaGrange IL 60525  
City State Zip

5/15/2018  
Date

Email Address: zoe@greenclimberna.com

**BID CHECKLIST:**

1. Return the entire packet – not just your response
2. Sign and Attach all addenda if any were issued
3. Sign and date all required forms
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due
6. Your (1) original and (2) required copies
7. Anything relative to this bid

**TENTATIVE BID SCHEDULE:**

A. The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the bid process.

Action	Due Date	Due Time
<b>BID Released</b>	<b>Monday, May 14, 2018</b>	<b>N/A</b>
<b>Questions Due to City</b>	<b>Monday, May 21, 2018</b>	<b>3:00 P.M. Central Time</b>
<b>Response from City</b>	<b>Wednesday, May 23, 2018</b>	<b>3:00 P.M. Central Time</b>
<b>BIDS Due</b>	<b>Wednesday, May 30, 2018</b>	<b>10:00 A.M. Central Time</b>
<b>Anticipated Award Date</b>	<b>Monday, June 11, 2018</b>	<b>N/A</b>

B. Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes. Submit questions regarding the bid in writing to Joseph Dater, Water Property Manager, [jdarter@cityblm.org](mailto:jdarter@cityblm.org) and Misty Shafer, Procurement Specialist, at [mshafer@cityblm.org](mailto:mshafer@cityblm.org) **no later than 3:00 P.M. Central Time, on Monday, May 21, 2018.**

# Green Climber

*America's Premiere Industrial Grade, Remote Controlled Slope Mowers*

Green Climber of North America is an Equal Opportunity Employer:

*"Green Climber of North America is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind. Green Climber of North America is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV Status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate. Green Climber of North America will not tolerate discrimination or harassment based on any of these characteristics."*

*Green Climber of North America  
500 E. Cassitt Avenue  
LaGrange, IL 60525  
Ph: (708) 354-2171  
[www.greenclimberna.com](http://www.greenclimberna.com)*

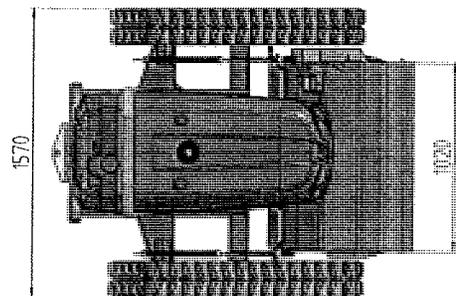
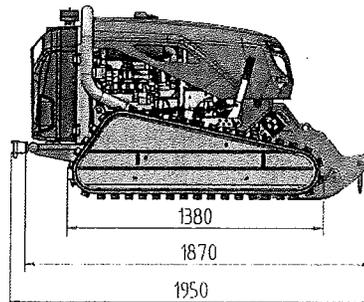
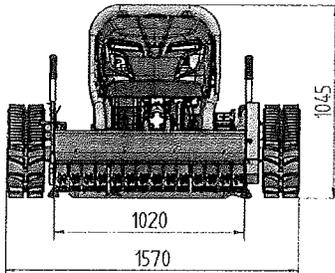
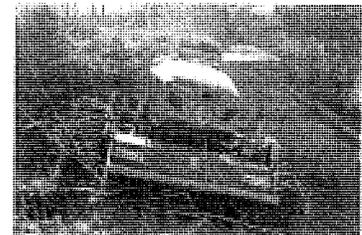
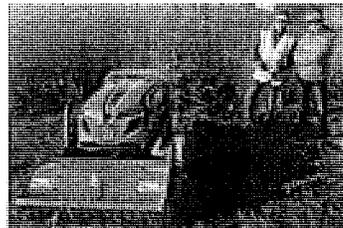
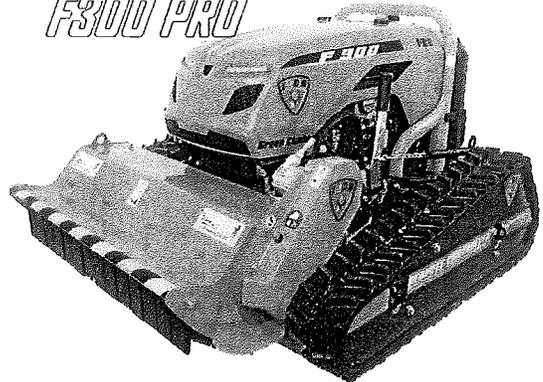


# Green Climber

## *The Green Climber F300 PRO Remote- Controlled Slope Mower*

- YANMAR DIESEL, TIER IV FINAL ENGINES
- EPA & CA EMISSION COMPLIANT
- 60 DEGREE SLOPE CAPACITY, *ALL DIRECTIONS*
- 500 FT RADIO REMOTE RANGE
- 0-2 INCH CUTTING CAPACITY
- ON-BOARD BATTERY CHARGER
- CLEAN-FIX AUTO REVERSING FAN
- ADJUSTABLE CUTTING HEIGHTS 0-6 INCHES
- LOW CENTER OF GRAVITY FOR ADVANCED STABILITY
- EASY TRANSPORT
- LOW OPERATING COSTS!

*F300 PRO*



Green Climber F300 PRO is a long range remote controlled flail mower. The remote technology of the F300 keeps the operator at a safe distance while conquering high risk jobs.

Green Climber F300 is equipped with a high performance flails for roadside maintenance. The Yanmar diesel engines are equipped with a special patent system that warranties engine lubrication even when working on high gradient slopes of the workday of the machine.

GREEN CLIMBER NA  
500 E. COSSITT AVE LAGRANGE, IL 60525  
PH: 708-354-2171 INFO@GREENCLIMBERNA.COM

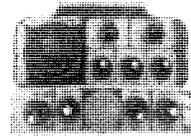


# Green Climber

## The Remote control

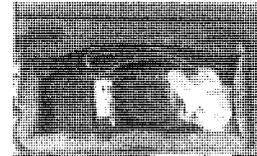
The iMET M880 remote control system can reach a distance of up to 500 ft. The radio remote controls engine start/stop, acceleration, and attachment start/stop. Furthermore, it has a self-correcting steering system that, in the case of a very steep slope it can be used to correct the direction.

There is an on-board battery charger with extra battery always on the machine.



## Diesel engines complying with EPA and TIER 4 final

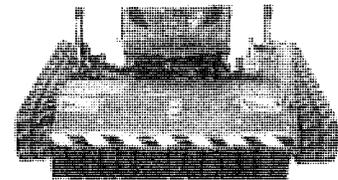
The F300 is equipped with a Yanmar engine, compliant with EPA & California regulations. Thanks to a bigger oil sump engine lubrication is assured on any slopes. The engine, the radiator and the pumps are fixed to the main frame with high quality silent blocks.



## Mower

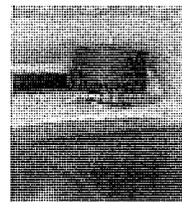
The F300 PRO offers flail style cutting. The high performance steel flails come in standard bent knife flails or t-style flails. The heavy duty style allows the F300 to cut through heavy, stubborn grass and brush.

The mower deck is located in between the tracks instead of in front. This gives the machine a higher climbing capacity and prevents the cutting area from getting stuck in ditches or steep crevices.



## Air filter

Double step air filtering system to assure good "engine breathing" with a "spinning" pre-filter system. It has a rotating device that prevents debris from entering the main air filter; it improves the engine performance and reduces fuel consumption.



## Hydraulic system

The hydraulic system is fully proportional allowing the operator to have smooth movements and to control the machine drive and attachments perfectly.

The tracks traction motors have electronic variable speed (EVS) rather than 2 speed. The EVS always gives the maximum torque and power at any speed.

## Undercarriage:

The F300 PRO has a special design patent for its undercarriage to avoid any de-tracking risk in extreme steep conditions and to assure the highest traction on slopes.







CITY CLERK  
 109 EAST OLIVE STREET  
 BLOOMINGTON, IL 61702-3157  
 309.434.2240 tel  
 309.434.2802 fax

RECORD OF BID OPENING FOR:

BID #2019-03

GREEN CLIMBER SLOPE MOWER OR DIRECT EQUIVALENT OR BETTER

DATE: May 30, 2018

TIME: 10:00 a.m.

Rec'd Date/Time & Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	TOTAL BID
1 5/21/18 d/m 2:00 PM	Green Climber of North America	La Grange, IL	✓	✓	NA	\$ 39,950.00
2 5/25/18 d/m 9:00 AM	Green Climber of North America	La Grange, IL	✓	✓	✓	\$ 39,950.00

WITNESSES:

*David M. Miller*  
*Allyson Shapiro*  
*Joseph M. D'Alto*

\*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

ALEC MESSINA, DIRECTOR

217/782-2113

## OPEN BURNING PERMIT

### PERMITTEE

City of Bloomington Water Department  
Attn: Joseph Darter  
603 W. Division Street  
Bloomington, Illinois 61701

Application Number: B1801475                      I.D. Number: 113020  
Date Issued: February 22, 2018                      Date Received: January 31, 2018  
Date Open Burning May Begin: One Day from Date Issued  
Date Open Burning Must Cease: One Year from Date Issued  
Open Burning of: Woodland for Ecological Management  
Location: Near 367 Evergreen Lake Road, Hudson  
County: Woodford

Permit is hereby granted to open burn the above-referenced material, subject to the standard conditions attached hereto and the following special conditions:

1. Issuance of this permit shall not exempt this open burning from applicable local restrictions.
2. Section 9(a) of the Environmental Protection Act is applicable to open burning, i.e., persons affected by such open burning may lodge complaints with the Environmental Protection Agency if the burning is injurious to human, plant, or animal life, to health, or to property, or unreasonably interferes with the enjoyment of life or property.
3. Burning shall take place only when wind is blowing away from roadways, residences, populated areas and railroad tracks.
4. Prior to each scheduled burn the Permittee shall notify residences and businesses that may be affected, of the intended open burning activity.
5. The Permittee shall notify and receive prior approval from the local fire protection district at least 24 hours prior to the actual burn.

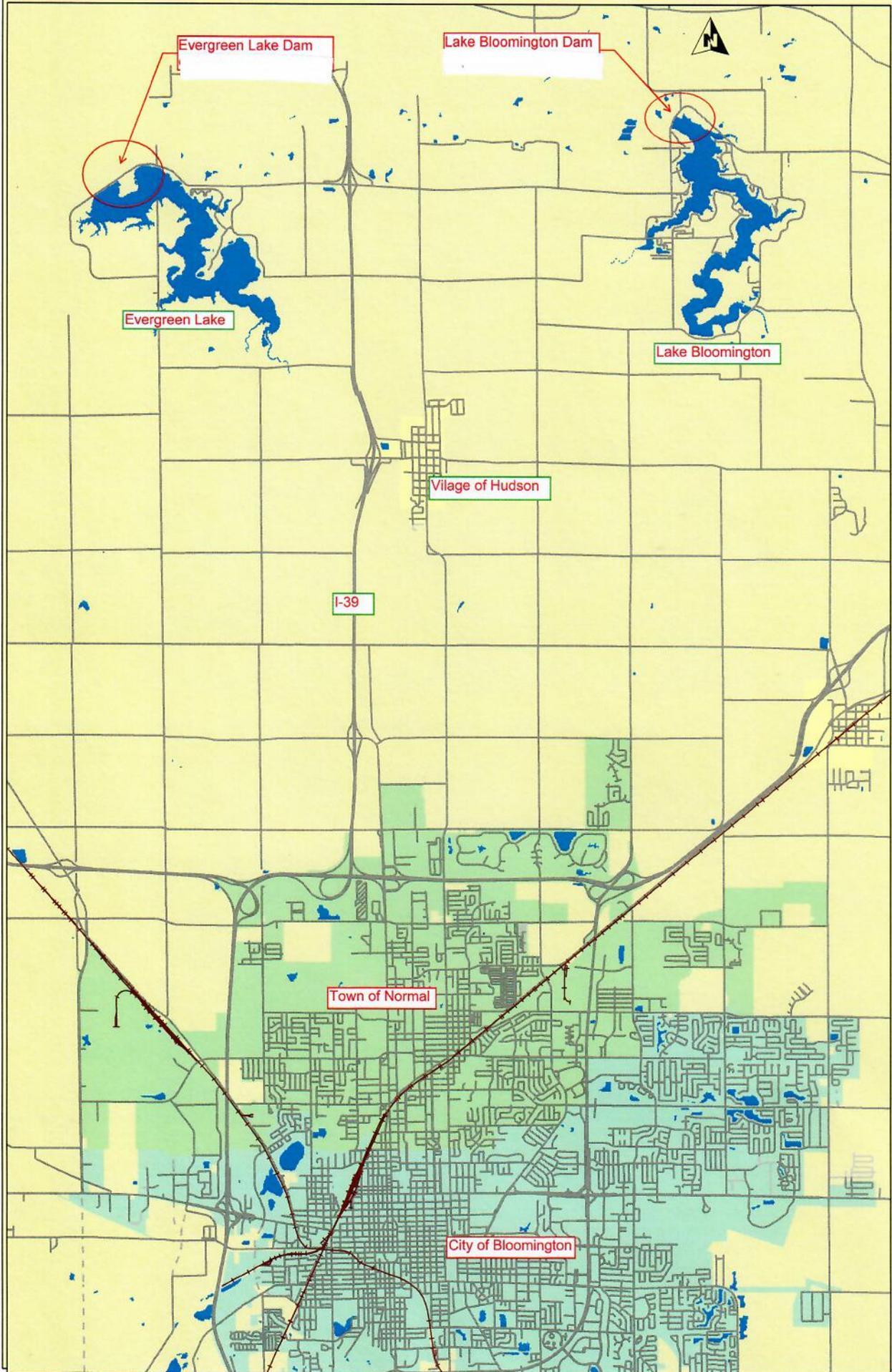
If you have any questions on this permit, please call Floyd McKinney at the above number.

Raymond E. Pilapil  
Manager, Permit Section  
Division of Air Pollution Control

REP:FEM:mlm

cc: Region 2

# Evergreen Lake & Lake Bloomington



# Evergreen Lake Dam Maintenance Area

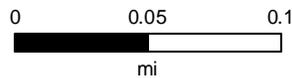


McGIS, <http://www.McGIS.org/License>



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

1 inch = 376 feet



# Lake Bloomington Dam and Fill-Site Maintenance Area

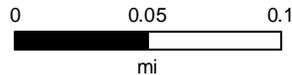


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1 inch = 376 feet



Lake Bloomington Dam Embankment



Lake Bloomington Fill Site



Lake Bloomington Fill Site



Evergreen Lake Dam Embankment



Evergreen Lake Dam Embankment



Evergreen Lake Dam Embankment





## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** Administration - Facilities

**SUBJECT:** Consideration of a Contract with Klean Korner for Janitorial Services, in the amount of \$68,692.80, at City Hall, the Public Works Garage, Fleet Maintenance, and Water Administration, as requested by the Administration – Facilities Department.

**RECOMMENDATION/MOTION:** The Contract with Klean Korner for Janitorial Services, in the amount of \$68,692.80, at City Hall, the Public Works Garage, Fleet Maintenance, and Water Administration, as the lowest responsible bidder, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents and the Procurement Manager be authorized to execute a purchase order.

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

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

**BACKGROUND:** Proposals were accepted for an annually renewing contract to provide janitorial services at City Hall (109 E. Olive St.) Water Department Administration Office (603 W. Division St.), Public Works Garage (401 S. East St.), and the Fleet Maintenance office area (336 S. Main St). A total of five companies responded to the Request for Proposal. The lowest proposal was from Alpha Cleaning. This company currently provides cleaning services to the City and based on various documented performance issues and penalties that have been assessed, this company was not deemed a responsible bidder. The next lowest cost proposal was from Klean Korner and it is recommended that proposal be accepted. Klean Korner submitted a responsive proposal and all references included in their proposal provided outstanding reviews of their cleaning services, attention to details, strict dress code, and compliance with security requirements.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Request for Proposal RFP#2019-02 was advertised in The Pantagraph on May 14, 2018. A Proposal Meeting/Site Visit was held at 10:00 a.m. on March 18, 2018. Affected City departments were involved throughout the process.

**FINANCIAL IMPACT:** The adopted FY 2019 Budget includes \$64,500 for janitorial services at City Hall, Public Works Garage, and Fleet Maintenance under the Facilities Maintenance-Janitorial Services account (10015480-70410) and \$20,000 for janitorial services at Water Administration building under the Water Administration- Janitorial Services account (50100110-70410). Stakeholders can locate these in the FY 2019 Proposed Budget Books titled “Budget Overview & General Fund” on page 242 and “Other Funds & Capital Improvement” on page 89

Respectfully submitted for Council consideration.

Prepared By: Russel Waller, Facilities Manager

Financial & Budgetary review By: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Legal review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended By:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- FAC 1B - Bid Tabulation
- FAC 1C - Contract

**JANITORIAL SERVICES (RFP 2019-02)**

		Alpha Cleaning		Klean Korner		4M Building Solutions	
FACILITY	CLEANING AREA (sq ft)	MONTHLY PRICE	TOTAL PRICE	MONTHLY PRICE	TOTAL PRICE	MONTHLY PRICE	TOTAL PRICE
City Hall	21181	\$1,825.00	\$21,900.00	\$2,492.00	\$29,904.00	\$4,385.00	\$52,620.00
Public Works Garage	2562	\$585.00	\$7,020.00	\$762.00	\$9,144.00	\$484.00	\$5,808.00
Fleet Maintenance	80	\$220.00	\$2,640.00	\$250.00	\$3,000.00	\$341.00	\$4,092.00
Water Building	7308	\$765.00	\$9,180.00	\$1,700.00	\$20,400.00	\$1,867.00	\$22,404.00
Subtotal	31131	\$3,395.00	\$40,740.00	\$5,204.00	\$62,448.00	\$7,077.00	\$84,924.00
Max Incentive (10%)		\$339.50	\$4,074.00	\$520.40	\$6,244.80	\$707.70	\$8,492.40
		<b>GRAND TOTAL</b>	<b>\$44,814.00</b>	<b>GRAND TOTAL</b>	<b>\$68,692.80</b>	<b>GRAND TOTAL</b>	<b>\$93,416.40</b>
		MJR Cleaning, Inc.		Building Cleaning Services, Inc.			
FACILITY	CLEANING AREA (sq ft)	MONTHLY PRICE	TOTAL PRICE	MONTHLY PRICE	TOTAL PRICE		
City Hall	21181	\$5,930.68	\$71,168.16	\$8,000.00	\$96,000.00		
Public Works Garage	2562	\$717.36	\$8,608.32	\$1,200.00	\$14,400.00		
Fleet Maintenance	80	\$22.40	\$268.80	\$200.00	\$2,400.00		
Water Building	7308	\$2,046.24	\$24,554.88	\$3,400.00	\$40,800.00		
Subtotal	31131	\$8,716.68	\$104,600.16	\$12,800.00	\$153,600.00		
Max Incentive (10%)		\$871.67	\$10,460.02	\$1,280.00	\$15,360.00		
		<b>GRAND TOTAL</b>	<b>\$115,060.18</b>	<b>GRAND TOTAL</b>	<b>\$168,960.00</b>		

**CITY OF BLOOMINGTON  
CONTRACT WITH**

Klean Korner  
**FOR**

Janitorial Services for Multiple City Facilities

**THIS AGREEMENT**, dated this 11th day of June, 2018, is between the City of Bloomington (hereinafter "CITY") and Klean Korner (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:  
Janitorial Services for Multiple City Facilities (RFP #2019-02) (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: \_\_\_\_\_

Janitorial Services for multiple City facilities as described in the specifications.

\_\_\_\_\_

\_\_\_\_\_

**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 up to the Contract amount of \$ 68,692.80.

**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

Klean Korner

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_



**CONSENT AGENDA ITEM NO. 7G**

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** Administration / Legal Department

**SUBJECT:** Consideration of an Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement with the Public Building Commission and McLean County, reducing the City's payment due under the lease for 2019 by \$36,257, as requested by the Legal Department.

**RECOMMENDATION/MOTION:** The Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement with Public Building Commission of McLean County and the County of McLean, reducing the City's rental payment for 2019 by \$36,257, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The City and McLean County currently jointly lease the Government Center facility and Abraham Lincoln Parking Garage from the Public Building Commission (PBC). The County undertook an effort in July 2015 to restructure this lease arrangement with the PBC to expand its scope to additional properties, including the potential jail expansion, as well as to take into account long term maintenance responsibilities for the facilities. As a result, all parties agreed to renew their lease obligations and accordingly an Amended and Restated Lease Agreement was approved by Council on July 27, 2015.

This Amendment to the 2015 Amended and Restated Lease Agreement reflects an adjustment to the payment schedule due to a decrease in the estimated operations and maintenance cost for Calendar Year 2018. This will result in \$36,257 less in lease payment in FY 2019.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

**FINANCIAL IMPACT:** This amended and restated agreement is applicable to the City in Fiscal Year 2019 Budget, 2018 Calendar Year for the 2017 Levy. The above savings have been captured in the Adopted FY2019 Budget. Payments for this lease are allocated within the following accounts:

- Government Center Lease Principal Expense (10015485-73401) - \$372,500.00
- Government Center Lease Interest Expense (10015485-73701) - \$40,957.50
- Government Center Lease Payments (10015485-70425) - \$15,718.50
- Government Center Repair/Maintenance for Buildings (10015485-70510) - \$391,329.00

Abraham Lincoln Lot Lease Principal Expense (55605610-73401) - \$225,000.00  
Abraham Lincoln Lot Lease Interest Expense (55605610-73701) - \$25,255.00  
Abraham Lincoln Lot Lease Payments (55605610-70425) - \$40,078.00

This amendment is only to reflect an adjustment to the 7/27/15 approved payment schedule due to decreases in the estimated operations and maintenance costs for calendar year 2018.

The lease maintenance and operation payments will continue to be budgeted in the Government Center and Abraham Lincoln City budgets.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Future Operational Cost Associated With New Facility Construction  
Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- Ordinance Approving Amendment to Amended & Restated Lease Agreement
- Exhibits to the Ordinance
- Operation & Maintenance Costs for 2018

**ORDINANCE 2018 -**

**AN ORDINANCE APPROVING AN AMENDMENT TO THE  
AMENDED AND RESTATED LEASE AGREEMENT**

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

**SECTION 1.** That the Amendment to the Amended and Restated Lease Agreement between the Public Building Commission of McLean County, the City of Bloomington and McLean County, attached hereto as Exhibit A is hereby approved and the Mayor and City Clerk are authorized to execute said Amendment.

**SECTION 2.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

**SECTION 4.** This ordinance shall be effective immediately after the date of its publication as required by law.

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

PASSED this 11<sup>th</sup> day of June 2018.

APPROVED this \_\_\_\_ day of June 2018.

**CITY OF BLOOMINGTON:**

\_\_\_\_\_  
Tari Renner, Mayor

**ATTEST:**

\_\_\_\_\_  
Cherry Lawson, City Clerk

**EXHIBIT A**

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**AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT**

Between the Public Building Commission of McLean County,  
McLean County, Illinois, as lessor

and

The County of McLean, Illinois, and the  
City of Bloomington, McLean County, Illinois, as lessees

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**AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT**

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated December 19, 2018 (the "*Amendment*"), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and THE COUNTY OF MCLEAN, ILLINOIS, a municipal corporation of the State of Illinois (the "*County*") and the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*City*"), as Lessees,

**WITNESSETH:**

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made the 30th day of July, 2015 (as previously amended, the "*Original Lease*"), pursuant to which the Commission leases to the County and the City the Facilities and the Sites (each as described and defined in the Original Lease), including the Projects (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease in order to reduce rental payments of the County and City; and

WHEREAS, notwithstanding such reduction, the rental payments of the County shall exceed, on an annual basis, the amount of rental payments for which the County and the City agreed to be joint and severally liable and the principal and interest requirements on the Commission's Public Building Revenue Bonds, Series 2015 (the "*2015 Bonds*"); and

WHEREAS, in order to provide the necessary revenues for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities and the Sites, including the Projects (as each term is defined in the Original Lease), including the 2015 Bonds, for all interest that may accrue on said bonds and for the costs of operations,

maintenance and administration, as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

**SECTION I. RENTAL PAYMENTS**

Paragraph B of Section II of the Original Lease is amended to read as follows:

B. In addition to the annual rental due in calendar year 2015 pursuant to the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease, the County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$10,000,000	\$(5,516,111)	\$ 4,483,889
2017	10,000,000	\$(4,196,715)	\$ 5,803,285
2018	10,000,000	\$(4,111,689)	\$ 5,888,311
2019	10,000,000	0	10,000,000
2020	10,000,000	0	10,000,000
2021	10,000,000	0	10,000,000
2022	10,000,000	0	10,000,000
2023	10,000,000	0	10,000,000
2024	10,000,000	0	10,000,000
2025	10,000,000	0	10,000,000
2026	10,000,000	0	10,000,000
2027	10,000,000	0	10,000,000
2028	10,000,000	0	10,000,000
2029	10,000,000	0	10,000,000
2030	10,000,000	0	10,000,000
2031	10,000,000	0	10,000,000
2032	10,000,000	0	10,000,000
2033	10,000,000	0	10,000,000
2034	10,000,000	0	10,000,000

Paragraph C of Section II of the Original Lease is amended to read as follows:

C. In addition to the annual rental due in calendar year 2015 pursuant to the Government Center and Parking Garage Lease, the City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$1,135,284	\$(79,880)	\$ 1,055,404
2017	1,140,301	\$(73,983)	\$ 1,066,318
2018	1,147,095	\$(36,257)	\$ 1,110,838
2019	1,153,134	0	1,153,134
2020	1,153,442	0	1,153,442
2021	598,155	0	598,155
2022	464,590	0	464,590
2023	458,700	0	458,700
2024	465,205	0	465,205
2025	471,808	0	471,808
2026	478,510	0	478,510
2027	485,313	0	485,313
2028	492,218	0	492,218
2029	499,226	0	499,226
2030	506,339	0	506,339
2031	513,559	0	513,559
2032	520,888	0	520,888
2033	528,326	0	528,326
2034	535,876	0	535,876

## SECTION II. MISCELLANEOUS

A. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

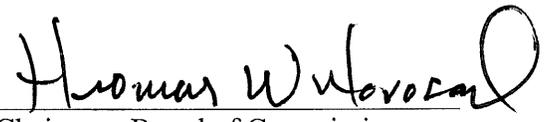
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authorizing of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

PUBLIC BUILDING COMMISSION OF  
MCLEAN COUNTY,  
MCLEAN COUNTY, ILLINOIS

ATTEST:

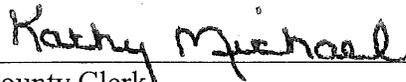
  
Secretary, Board of Commissioners

By:   
Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

  
County Clerk

By:   
Chairman, County Board

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, MCLEAN  
COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

(AFFIX CORPORATE SEAL)

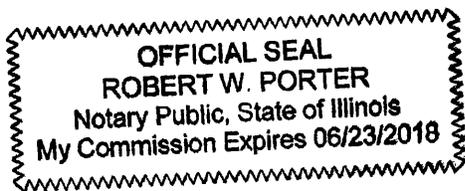
STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas Novosad and John Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5<sup>th</sup> day of December, ~~2018~~: 2017

  
\_\_\_\_\_  
Illinois Notary Public

(NOTARIAL SEAL)



STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS     )  
                                          ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Cherry Lawson, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Illinois Notary Public

(NOTARIAL SEAL)

C013

ATTACHMENT C TO CONTRACT FOR OPERATION AND MAINTENANCE BETWEEN THE PUBLIC BUILDING COMMISSION AND THE COUNTY OF McLEAN

Pursuant to paragraph four (4) of the Contract for Operation and Maintenance between the PBC and the County of McLean, the parties agree that the portion of the rent payable by the County and the City under the Amended and Restated Lease Agreement shall be the following amount for the year in question:

Year	Total Rent Per Lease	Portion of Rent for O&M	O&M Payment to McLean County
2018	\$5,888,311.00 (County)	\$2,519,316.00 (County)	\$2,910,645.00
	\$1,110,838.00 (City)	\$391,329.00 (City)	

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois by its Board of Commissioners has caused its corporate seal to be affixed hereto and this attachment to contract to be signed by its Chairman and attested by its Secretary and the County of McLean, Illinois by its County Board has caused the seal of the County to be affixed hereto and this attachment to contract to be signed by its Chairman and attested by the County Clerk.

ATTEST:

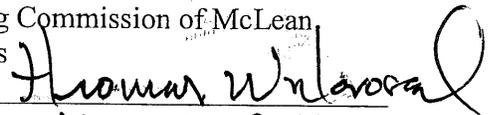


Secretary,  
Public Building Commission of McLean  
County, Illinois

APPROVED:

\_\_\_\_\_  
Chairman,  
Public Building Commission of McLean  
County, Illinois

Executed:

  
12-05-2017

ATTEST:



County Clerk,  
Board of McLean County, Illinois

Approved:



Chairman, Board of McLean County, Illinois  
Executed: December 19, 2017



## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** Fire Department

**SUBJECT:** Consideration of an Ordinance Amending the FY 2019 Budget for the Fiscal Year Ending April 30, 2019, to allow the Expenditure of Donated Funds in the amount of \$40,000, in relation to the City's Firefighter Memorial Project, and a Contract for \$40,000 with Andrew Jumonville, an artist from Bloomington, to design, fabricate, and install a six (6) foot bronze statue of a Bloomington firefighter to be mounted at the Fire Service Memorial location at Miller Park, as requested by the Bloomington Fire Department.

**RECOMMENDATION/MOTION:** (1) An Ordinance Amending Ordinance 2018-23 for the FY 2019 Budget for the Fiscal Year Ending April 30, 2019, in the amount of \$40,000 be approved, and the Mayor and City Clerk be authorized to execute same; and (2) the Interim City Manager be authorized to negotiate and execute a Contract, in the amount of \$40,000, with Andrew Jumonville to design, fabricate, and install a six (6) foot bronze statue of a Bloomington firefighter, as the lowest quote and as a limited source for the necessary artistic style.

**STRATEGIC PLAN LINK:** Goal 5. Great Place – Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The Bloomington Fire Department is celebrating 150 years as a Professional Career Organization. In honor of this milestone, Fire Department personnel have formed a committee to fund and build a Fire Service Memorial at the current location where the original bell from the old Central Fire Station is standing. The location will be given a new look with coordination of Bloomington Parks and Recreation staff. The Fire Service Memorial will have a new brick surface with the bell being the center piece and two adjacent locations each with a bronze statue. This six (6) foot firefighter statue will be installed on one of these adjacent locations. There is a conceptual architectural drawing attached. To pay for this, the committee has been raising funds to be used for this purpose. These donations went into the Park Dedication Fund and will be used to fund the project.

Fund raising has secured \$100,250.00; with the 2% Foreign Fire Insurance Committee committing to funding the additional amount needed to reach the \$125,000 by calendar year 2022, which will be needed to complete the project in total. The statue for \$40,000 is estimated to be completed prior to the 150th celebration at Miller Park on October 13, 2018. Three quotes have been provided for like statues. The statue designed, fabricated and installed by artist Andrew Jumonville of Bloomington was the lowest cost, only artist who is able to model the statue after a Bloomington Firefighter and not a generic firefighter, and who is a local artist.

Additional fund raising is ongoing with an additional \$60,250 of \$85,000 already raised that will be used to build a fire service memorial at the current location where the original bell from the old Central Fire Station is standing. The location will be given a new look with coordination of Bloomington Parks and Recreation staff. The Fire Service Memorial will have a new brick surface with the bell being the center piece. All funds have been donated/committed to the City for this project. Staff will bring back additional items to award the work at a future date.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Firefighters

**FINANCIAL IMPACT:** The 2% Foreign Fire Insurance Committee has committed to funding the amount needed to reach the \$125,000 by calendar year 2022. \$100,250 has been raised to date. These funds have been deposited in the Park Dedication Fund under the donations account (24104100-57310). The cost for the statue of \$40,000 will be paid out of Park Dedication-Other Capital Outlay account (24104100-72190). Please see the Exhibit for the Budget Amendment account details for the \$40,000 statue cost.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: Brian Mohr, Fire Chief

Reviewed By: Brian Mohr, Fire Chief

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- BFD 1B- Quote from Andrew Jumonville for 6 foot BFD firefighter statue
- BFD 1C- Quote from Broding Studios for 6 foot generic firefighter statue
- BFD 1D- Quote from Austin Weishel Studio for 6 foot "Forced Entry" statue
- BFD 1E- Limited Source Justification for Local Artist Andrew Jumonville statue
- BFD 1G- Budget Amendment Ordinance
- BFD 1H- Budget Amendment Exhibit

## BFD 1I- Firefighter Memorial Information

**From:** Eric D. Hall/Cityblm  
**To:** Brian Mohr/Cityblm@Cityblm

**Date:** Wednesday, June 06, 2018 09:53AM  
**Subject:** Statue Bid proposal

Eric D. Hall  
Firefighter  
Bloomington Fire Department  
(309)434-2624  
[edhall@cityblm.org](mailto:edhall@cityblm.org)

-----Forwarded by Eric D. Hall/Cityblm on 06/06/2018 09:53AM -----

To: [edhall@cityblm.org](mailto:edhall@cityblm.org)  
From: [espline7 <espline6@gmail.com>](mailto:espline7@gmail.com)  
Date: 06/06/2018 09:51AM  
Subject: Fwd: Bid proposal

Sent from my iPhone

Begin forwarded message:

**From:** Andrew Jumonville <[andrewjumonville@comcast.net](mailto:andrewjumonville@comcast.net)>  
**Date:** June 6, 2018 at 09:46:05 CDT  
**To:** Eric Hall <[espline6@gmail.com](mailto:espline6@gmail.com)>  
**Subject:** Bid proposal

Bid proposal:

150th. Bloomington Firefighters Memorial project  
Bloomington Illinois

Submitted by:

Andrew Jumonville  
Jumonville Atelier  
107 Kreitzer ave  
Bloomington Ill. 61701  
309-824-4873  
[andrewjumonville@comcast.net](mailto:andrewjumonville@comcast.net)

Scope of work:

Sculpting, Fabrication, delivery, and installation oversight of a life-size bronze figure representation of a Bloomington firefighter, please see attached image for proposed pose.

**Total budget: \$40,000.00**

Thank you.

BLOOMINGTON



**From:** Eric D. Hall/Cityblm  
**To:** Brian Mohr/Cityblm@Cityblm

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**Date:** Wednesday, June 06, 2018 09:32AM  
**Subject:** Brodin Studios Statue Information

---

I contacted this company and am trying to get an updated quote. This is from 11/17 and they said the prices would be in creasing in 2018

Eric D. Hall  
Firefighter  
Bloomington Fire Department  
(309)434-2624  
[edhall@cityblm.org](mailto:edhall@cityblm.org)

-----Forwarded by Eric D. Hall/Cityblm on 06/06/2018 09:30AM -----

To: edhall@cityblm.org  
From: espline7 <espline6@gmail.com>  
Date: 06/06/2018 09:30AM  
Subject: Fwd: Brodin Studios Statue Information

Sent from my iPhone

Begin forwarded message:

**From:** "Brodin Sales" <[brodinsales@arvig.net](mailto:brodinsales@arvig.net)>  
**Date:** November 16, 2017 at 13:16:16 CST  
**To:** "espline7" <[espline6@gmail.com](mailto:espline6@gmail.com)>  
**Subject:** Re: Brodin Studios Statue Information

Eric,

The price for the single life size is 45k and the protector is 50k FF/child. We can provide you 5k off these prices so 40k for the single and 45k for the protector. We are currently modeling a new life size firefighter for another customer and we are creating this one from the ground up to have more detail and realism than ever before. They will be the first fire customer to receive the latest and greatest. Attached is a digital 3D model we created for this which all the buckles, tank harness, equipment are created and added separately. FYI we are increasing our prices in 2018 a small bit which I am informing people since they have not changed for almost 10 years. We will honor current clients we are working with on projects such as yourself the current pricing. Not sure when you plan to get started on this or on the schedule but we can add an addendum in the agreement about possibly adding a 2nd statue sometime down the road which would stat we would honor the current prices for a secondary statue if and when there comes a time for that one. You would not be held to purchasing a 2nd statue just stating we

would honor the current pricing for a 2nd statue down the road. Let me know what your thoughts are on this.

Thanks

Brodin Studios  
70127 330th Street  
Kimball, MN 55353  
Toll Free: 800-274-5194  
Phone: 320-398-4304  
Fax: 320-398-4305  
Email: [brodinsales@arvig.net](mailto:brodinsales@arvig.net)

# AUSTIN WEISHEL

bronze sculpture



## “Tools of the Trade”

### Details:

- Life-size
- Limited edition
- Casted in Bronze
- Customizable shield with number and name of fire department

Price: \$12,650



## “Forced Entry”

### Details:

- Life-size
- Casted in Bronze
- Limited Edition with customizable shield

Price: \$48,500

**LIMITED SOURCE JUSTIFICATION**  
(Requester completes Section A and B)

**SECTION A - LIMITED SOURCE PURCHASE:**

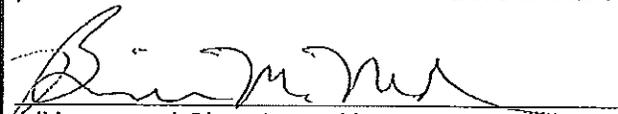
Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Andrew Jumonville	Amount: \$40,000.00	Date: 6/6/2018
---------------------------------------	---------------------	----------------

Description of item/service: Sculpting, fabricating, delivery, and installation oversight of a life-size bronze figure representation of a Bloomington firefighter. See attached photo with quote

Justification: Explain why this vendor is the only vendor that can perform this work: Andrew Jumonville is a local Artist that will provide a life-size replication of a Bloomington firefighter. The City has had a positive experience working with Andrew with past projects. He has provided the lowest cost product with the most intricate detail that will help to make this project even more meaningful to those that have served the City of Bloomington. Most importantly, working with a local Artist keeps dollars in the community and allows for the most oversight on the project until completed.

**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)

6/6/18  
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):



6/7/18

**ORDINANCE NO. 2018 –**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

Total costs of \$40,000 for artist Andrew Jumonville of Bloomington to design, fabricate, and install a six (6) foot bronze statue of a Bloomington firefighter to be mounted at the Fire Service Memorial location at Miller Park.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 11<sup>th</sup> day of June 2018.

APPROVED this \_\_\_\_ day of June 2018.

**CITY OF BLOOMINGTON:**

**ATTEST:**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry Lawson, City Clerk

**FY 2019 Budget Amendment-Exhibit**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
24104100-40000	Park Dedication	Use of Fund Balance	\$ (4,950.00)	Collected in FY 2018
24104100-57310	Park Dedication	Donations	\$ (35,050.00)	
24104110-72190	Park Dedication	Other Capital Outlay	\$ 40,000.00	
<b>Net Transaction:</b>			<b>\$ -</b>	



# BLOOMINGTON FIREFIGHTERS SERVICE MEMORIAL FUNDRAISER

In 2018 the Bloomington Fire Department will be celebrating 150 years of full time continuous service to the citizens of Bloomington. Wherever for whomever and for however long it takes we stand ready to answer the call for help. When you think of any type of emergency, natural or manmade disasters, the Fire Department is there to serve.

**WE ARE TYPICALLY NOT THE PEOPLE WHO ASK FOR HELP.  
HOWEVER, THIS TIME WE NEED YOUR HELP.**

An unmarked bell that dates back before the Great Fire of 1900 currently sits within Miller Park at the Allin Street entrance. Although this bell has a rich history with the Fire Department, spending many years as the focal point of the station, most people do not know its history or why it's even in the park. The Bloomington Fire department would like to change that by incorporating the current bell into a service memorial with the bell serving as the center piece. The bell and surrounding memorial would serve as a permanent reminder of the sacrifice and a life of service that your firefighters are committed to.

Our goal is to complete this project by late summer of 2018 in time for our celebration during fire prevention week. To fully fund the project, we are looking to raise \$75,000. The Bloomington Fire Department and those that serve are asking for your help in creating this memorial in Miller Park. Would you consider partnering with us?

Enclosed you will find information on the various levels of giving to fund this historic project. This memorial will not only be a very significant project to the firefighters and their families but will also be a landmark to the community. Please review the enclosed information and consider how you could help with this project.

*Thank you for your consideration.*

Sincerely,

Your Firefighter

PLEASE SEE THE INCLUDED **SPONSORSHIP INSERT**  
FOR SPECIFIC DIRECTIONS ON HOW YOU CAN DONATE.

# BELL HISTORY



In Bloomington, there stands a bell at Miller Park with no plaque, no markings, or even a sign to let people know where it was from. Sadly, this bell has stood the test of time in its' long service to the city. The bell dates back to 1868 when it was made in England and shipped over to Bloomington to hang at the No. 1 Firehouse at the Northwest corner of Front Street and East Street. It would sound for the men to respond to alarms and also to return to the station when an alarm came in. During those days, the firefighters worked seven days a week and were allowed to leave the station for their meals.

After the Great Fire of 1900, the city built a new station, Central Station on Front Street. This station was the pride of the city as it made news in newspapers from New York to Los Angeles. The station had a ninety foot bell tower on its' southeastern corner where the bell from the No. 1 Firehouse was moved to and put to use in 1902.

Over time as the alarm system changed to pull boxes throughout the city, the bell would sound with the amount of rings connected to each pull box. As technology changed, the bell was no longer needed for the pull boxes. The bell was now used to bring back firefighters from off shift for greater alarms for bigger fires. Yet, in the 1930's the top of the bell tower was falling apart and the top of the tower was removed for safety. By the 1950's the city had grown so much that Firefighters living further away could not hear the bell. With every Firefighter required to have a phone for the city to call them if they were needed, the bell was no longer needed.

On July 13<sup>th</sup>, 1951 the bell was taken down and the tower was removed completely. The city tried to auction off the bell, but only three bids were placed. The top bid went for \$51.75, but the man wasn't sure what he would do with it as he stated "I just tossed in a bid." The second bid came from Ms. Mary Bell, who had a collection of over 300 bells, and wanted to see the city keep the bell and make it a landmark. Her bid was for \$45. The third bid was from Morris Tick for \$16 a ton as they looked to scrap the bell. The city didn't move on any of the bids.

But the idea of the bell being used as a landmark was something they considered. In 1969, Mr. Hunter asked the city to auction the bell again to raise money for the March of Dimes, with the understanding that the bell would go to Miller Park as a memorial. It raised \$1,625. There was a water fountain at the site were the bell stands now. Two of the water mains were used as supports for the bell. The striker was removed so people would not disturb the peace. The bell was bronze, but was painted to help protect it. In July of 1999, the Bloomington Firefighters Local 49 noticed that the bell had been damaged and raised funds to have the bell fixed. Bloomington Parks and Recreation helped by building a new terrace for the bell sponsored by the Firefighters.

*Bell history and research courtesy of:*

## **Rich Batka**

Firefighter/Paramedic  
Bloomington Fire Department  
Bloomington Firefighters Local 49





# BLOOMINGTON FIREFIGHTERS SERVICE MEMORIAL

## SPONSORSHIP LEVELS

### ▲ CHIEF LEVEL \$5,000

- Acknowledgment on all promotional material including radio, print and TV.
- Logo displayed in most prominent location on all T-shirts.
- Opportunity for remarks at the opening ceremonies.
- Prime booth locations with large display area.
- An 8"x 8" brick in a prominent location.

### ▲ CAPTAIN LEVEL \$2,500

- Logo represented on t-shirts.
- Prime booth location with display area.
- An 8"x 8" brick in a prominent location.

### ▲ ENGINEER LEVEL \$1,000

- A 4"x 8" brick in prominent location. - Booth space.

### ▲ FIREFIGHTER/PARAMEDIC \$250

- Booth display space.
- Logo/ Business Name on social media.

### ▲ T-SHIRT SPONSOR \$500

- Logo on t-shirt. - Booth space.

## BRICK PAVER DONATION

**LADDER LEVEL \$250** 8"x 8" brick with engraving

**ENGINE LEVEL \$100** 4"x 8" brick with engraving



*All Donations can be made in the following:*

**Checks:**

City of Bloomington Parks and Recreation Dept

**Memo Line:** Firefighter Memorial Fund

**MAIL TO:** City of Bloomington Parks and Rec.

Attn. Debbie Bohannon

PO BOX 3157

Bloomington IL. 61702

## IN BLOOMINGTON, THERE STANDS A BELL AT MILLER PARK WITH NO PLAQUE, NO MARKINGS, OR EVEN A SIGN TO LET PEOPLE KNOW WHERE IT WAS FROM.

Sadly, this bell has stood the test of time in its' long service to the city.

The bell dates back to 1868 when it was made in England and shipped over to Bloomington to hang at the No. 1 Firehouse at the Northwest corner of Front Street and East Street. It would sound for the men to respond to alarms and also to return to the station when an alarm came in.

After the Great Fire of 1900, the city built a new station: the Central Station on Front Street. The pride of the city, Central Station had a ninety foot bell tower on its southeastern corner where the bell from the No. 1 Firehouse was moved to and put to use in 1902.

Over time as the alarm system changed to pull boxes throughout the city, the bell would sound with the amount of rings connected to each pull box. As technology changed, the bell was no longer needed, and the bell was now used to bring back firefighters from off-shift for greater alarms for bigger fires.

Yet, in the 1930's the top of the bell tower was falling apart and the top of the tower was removed for safety. By the 1950's the city had grown so much that Firefighters living further away could not hear the bell. With every Firefighter required to have a phone for the city to call them if they were needed, the bell was no longer needed.

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*Bell history and research courtesy of:*

**Rich Batka**, Firefighter/Paramedic  
Bloomington Fire Department  
Bloomington Firefighters Local 49





## CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** Water Department

**SUBJECT:** Consideration of a Petition for the Lake Bloomington Lease Transfer of Lots 5 and 8 in Block 23 in Camp Potawatomie from Edward Sepke to Amy and Kyle Tague, as requested by the Water Department.

**RECOMMENDATION/MOTION:** The Lake Lease Transfer be approved, subject to the following contingencies:

1. the proposed lessees enter into a supplemental attachment to the lot lease incorporating the following as terms into the lease:
  - a) the septic tank and seepage field will be brought up to current code requirements within six months of entry into the new lease;
  - b) the new lease holder will pay the City of Bloomington for the assessed value of any and all trees that may be removed or impacted by the septic system improvements prior to septic system work;
2. any and all lease and refuse fees due to the City are paid in full;
3. the City is provided with documentation of the sale of the house located on the property; and
4. the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services.

**BACKGROUND:** The septic system for the leased premises was installed in 1967 and is now approximately fifty-one (51) years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. The sewage disposal system letter from the McLean County Health Department was completed on December 7, 2017. This letter provides regulation requirements for surface discharging septic installations.

In addition, the evaluation report, dated December 3, 2017, indicates that the existing septic tank is a minimum 450 gallons too small and that the seepage field is a minimum 200 square feet too small for a house of this size. The City of Bloomington, as the owner of the leased lot, is requiring that the septic tank and seepage field be brought up to meet the current code requirement within six (6) months of lease transfer. According to the evaluation report, the existing home is a three bedroom home without a garbage disposal. Current code requires a minimum of a 1000 gallon septic tank for a home this size. The size of the seepage field is based upon the number of bedrooms in the home. The minimum size requirement for a seepage field is 325 square feet per

bedroom. The existing home contains three bedrooms and therefore the minimum size of the seepage field must be 975 square feet.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** McLean County Health Department

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the currently lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$281.98 per year in lease income. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement” on page 95.

**COMMUNITY DEVELOPMENT IMPACT:** UEQ-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: 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: Joseph M. Darter, Property Manager  
Reviewed by: Robert Yehl, P.E., Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Department

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- WTR 2B – Power of Attorney
- WTR 2C – Current Lease
- WTR 2D – Clerk Memo

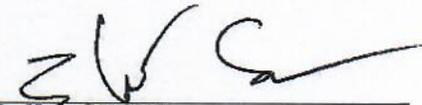
- WTR 2E – Petition
- WTR 2F – MCHD Letter and Evaluation
- WTR 2G – Soil Boring Results
- WTR 2H – MCHD Regulations
- WTR 2I – Septic Pumpage Receipt
- WTR 2J – Proposed Lake Lease Agreement
- WTR 2K – Supplemental Attachment to New Lease
- WTR 2L – Resolution 2018-29 & Resolution (Revised)
- WTR 2M – Location Map
- WTR 2M – Camp Potawatomie Unrecorded Plat Map
- WTR 2O – Structures on Marginal Lan Maps
- WTR 2P – Marginal Land/Reservoir Existing Structure Photographs

POWER OF ATTORNEY

I, EDWARD H. SEPKE, of Wheaton, County of DuPage and State of Illinois, hereby appoint JOHN A. FREEHILL of Chenoa, County of McLean and State of Illinois, as my attorney-in-fact to act for me and in my name, place and stead, and for my use and benefit, for the purpose of executing any and all documents required in connection with the sale of real estate located at 17567 Trillium Lane, Hudson, Illinois.

GIVING AND GRANTING unto my said attorney-in-fact full power and authority to do and perform every act necessary, requisite, or proper to be done in and about the premises as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

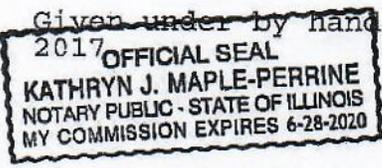
IN WITNESS WHEREOF, I have hereunto signed my name this 8<sup>TH</sup> day of DECEMBER, A.D. 2017.

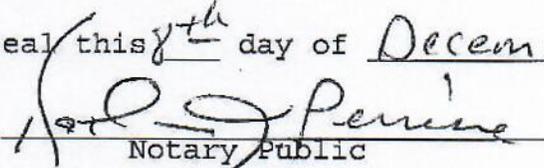
  
EDWARD H. SEPKE

STATE OF ILLINOIS     }  
COUNTY OF McLEAN    }

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that EDWARD H. SEPKE, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

A.D. 2017



Given under by hand and seal this 8<sup>th</sup> day of December  
  
Notary Public

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 8<sup>TH</sup> day of DECEMBER, 1997 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and

ARNOLD L. SEPKE

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of \_\_\_\_\_, County of McLean, State of Illinois, hereinafter called "Lessee,"

**WITNESSETH**

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 518 in Block 23 in Camp POTOWATOMIE, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing ~~(cross out the one that does not apply)~~ (on the date of this Lease) ~~(on January 1 following the date of this Lease)~~ and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee

who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_¢ (\$.\_\_\_\_) per \$100 EAV.~~

**SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.**

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. **REAL ESTATE TAXES.** Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. **IMPROVEMENTS.** Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. **EMINENT DOMAIN.** If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. **PRIOR LEASE TERMINATED.** If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee Name and Mailing Address

City of Bloomington  
City Hall  
109 E. Olive Street  
Bloomington, IL 61701

ARNOLD L. SEPKE  
RR-1 BOX 142  
HUDSON, IL. 61748

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

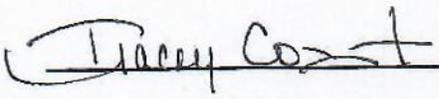
-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:    
Its Mayor

Attest:



\_\_\_\_\_  
\_\_\_\_\_

# MEMO

TO: Bob Yehl, Water Dept.  
FROM: Ashley Lara, Legislative Assistant  
DATE: May 16, 2018  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lots 5 & 8, Block 23 of Camp Potawatomie from Edward Sepke to Amy and Kyle Tague. Attached please find the Lake Lease Transfer documents.

The City will continue to receive an annual rent of \$281.98 for Lots 5 & 8 based on its' EAV of \$70,495.00 under the current lease rate of .40 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number is 07-12-202-011.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

**LAKE BLOOMINGTON LEASE TRANSFER PETITION**

That the purchase price and rentals having been paid to the City of Bloomington for:  
Lots 5 & 8 Block 23 of Camp Potawatomie.

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the  
Lease on the above property:

From: Edward Sepke as Representative for ARNOLD SEPKE, Deceased (Sellers Name)

To: Kyle and Amy Taguc (Buyers Name)

*Edward Sepke, Kyle Taguc, Amy Taguc*  
\_\_\_\_\_  
(Signatures of Seller)

\*\*\*\*\* To

the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes KYLE and AMY TAGUE (Buyer) and respectfully shows that They became the purchaser of  
all right, title and interest of

ARNOLD L SEPKE (Seller) In and to the Lease made on the (Date) May 14, 2018 upon the above property,  
all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances  
thereon situated and thereunto belonging, and that the said (Seller)

ARNOLD L. SEPKE has executed deed of transfer of their interest in said premises and an assignment  
of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not  
sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said  
Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written  
consent.

Respectfully submitted,  
*Kyle Taguc*  
\_\_\_\_\_  
*Amy Taguc*  
\_\_\_\_\_  
(Signature of Buyer(s))

\*\*\*\*\*

**WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOTS 5 AND 8 BLOCK 23  
CAMP POTAWATOMIE, OF LAKE BLOOMINGTON.**

Now comes the City of Bloomington and gives this, it's written consent to the assignment on all right, title  
and interest of (seller) ARNOLD L. SEPKE in and to the premises known as Lots 5 and 8 Block 23 in Camp  
Potawatomie, McLean County, Illinois and to the leases thereon executed by the City of Bloomington,  
Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said  
Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental  
thereon with all legal remedies incidental thereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tari Renner , Mayor



Please see attached  
Pictures and invoice  
to show deficiencies  
that were taken care  
of.

County Health Department  
Front Street, Room 304  
Bloomington, IL 61701

December 7, 2017

Mr. Edward Sepke  
1043 Oakview Drive  
Wheaton, IL 60187

Re: Septic Permit #67-7485  
Parcel #07-12-202-011  
Lot 201, Lake Bloomington – Potowatomie Subdivision

Dear Mr. Sepke:

On December 6, 2017, this department received a septic system evaluation report from Mr. Rob Sylvester, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on December 3, 2017 and the following deficiencies were noted:

- All completed*
- There is a sink in the basement which discharges to the floor drain which discharges to the sump pit which discharges to the ground surface. This must be routed to the septic system or the fixture must be removed and the water lines cut back and capped.
  - The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
  - The septic tank is installed deeper than is allowed by current code. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tanks.
  - The septic tank is a minimum of 450 gallons too small. This may remain as is until the septic system is repaired or replaced.
  - The seepage field is a minimum of 200 square feet too small. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1967 and is now approximately 50 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).

Mr. Edward Sepke

December 7, 2017

Page 2

Please contact Mr. Scott Cook, of this department at (309) 888-5482, within ten days of the date of this letter, to discuss the options available to you to bring the property into compliance with code requirements.

Respectfully,



Thomas J. Anderson

Director of Environmental Health

cc: Mr. Rob Sylvester, Sylvester Septic & Concrete, Inc.  
Mr. Rick Twait, City of Bloomington  
Mr. Nate Green

TJA:AC:hm

AC-0601-17-262

# EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

Log #: \_\_\_\_\_

Date Received: \_\_\_\_\_

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

### 1. Current Owner Information:

Name: Edward Sepke

Address: 1043 Oakview Dr.  
Wheaton, Il, 60187

Phone #: Day: \_\_\_\_\_ Home: \_\_\_\_\_

### 2. Requestor Information:

Name: Nate Green

Address: 24856 Nighthawk Rd.  
Hudson, Il. 61748

Phone #: Day: 309-287-4923 Home: \_\_\_\_\_  
Email: Gcr.inc78@gmail.com

### 3. Property Information:

Parcel Number (Tax ID): 07-12-202-003 Date Evaluation Performed: 12-03-17

Address of property evaluated: 17567 Trillium Ln. Hudson, Il Sub. & Lot: \_\_\_\_\_

Permit available from Health Dept.: Yes  No  Permit Number: 67-7485

### 4. Interview Information:

Person interviewed: Rick Ruthaford

Age of home (years): 50

Date last occupied: 2 months ago

Has tank ever been pumped: Yes  No  N/A

Original owner: Yes  No

Intended for seasonal use: Yes  No

Number of occupants: 1

If yes, how often: \_\_\_\_\_

### 5. Interior Evaluation:

Number of bedrooms: 3

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No

Water softener discharges to: N/A

Dishwasher discharges to: septic

Basement plumbing fixtures:

a. sink

b. clothes washer

c. \_\_\_\_\_

d. \_\_\_\_\_

Garbage disposal: Yes  No

Clothes washer discharges to: septic

Hot tub discharges to: n/a

Discharge locations:

a. sump pump

b. septic tank

c. \_\_\_\_\_

d. \_\_\_\_\_

Basement floor drains discharge to: n/a

Sump pit/pump discharges to: surface

Garage floor drains discharge to: n/a

Downspouts discharge to: Surface

**6. Exterior Evaluation Points:**

**A. SEPTIC TANK(s) -- This Section N/A**

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: <u>16</u> inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank has access within 12" of ground surface: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Size: <u>550</u> gallons Type: <u>concrete</u>			Size: _____ gallons Type: _____		
Meets current code: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Meets current code: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank needs to be pumped: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Type: _____			Type: _____		
Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

**B. SEEPAGE FIELD -- This Section N/A**

Depth to top of field: 14 inches to 20 inches

Square feet of field: 400 square feet

Meets current code sizing requirements:  Yes  No

Seepage standing on ground surface:  Yes  No

Lush vegetation or saturated soil on or near seepage field area:  Yes  No

Evidence that water has ponded over seepage field or the soil is saturated:  Yes  No

Solids or "carry over" material present in the rock or bedding material:  Yes  No

Depth of water in trench: 0 inches

**C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A**

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?  Yes  No

**D. SEEPAGE BED -- This Section N/A**

Depth to top of bed: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of bed: \_\_\_\_\_ square feet

Meets current code sizing requirements:  Yes  No

Seepage standing on ground surface:  Yes  No

Lush vegetation or saturated soil on or near seepage bed area:  Yes  No

Evidence water has ponded over seepage bed or is soil saturated:  Yes  No

Solids or "carry over" material present in the rock or bedding material:  Yes  No

Depth of water in the bed: \_\_\_\_\_ inches

**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: \_\_\_\_\_ inches

Square feet of sand filter: \_\_\_\_\_ square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	<input type="checkbox"/>	<input type="checkbox"/>
Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface over filter:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation on or near sand filter:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence if water has ponded over sand filter:	<input type="checkbox"/>	<input type="checkbox"/>
Sand filter vented as required:	<input type="checkbox"/>	<input type="checkbox"/>
Vent in good repair:	<input type="checkbox"/>	<input type="checkbox"/>
Chlorinator with screw on cap present:	<input type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of restricted flow in chlorinator:	<input type="checkbox"/>	<input type="checkbox"/>
Sample port with screw on cap present:	<input type="checkbox"/>	<input type="checkbox"/>
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)</i>	_____	

**F. PUMP OR LIFT STATION -- This Section N/A**

	Yes	No
Pump chamber an approved design:	<input type="checkbox"/>	<input type="checkbox"/>
Chamber volume 1.5 times the daily flow:	<input type="checkbox"/>	<input type="checkbox"/>
Is there a dual pump:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_

Size of unit: \_\_\_\_\_ gallons

	Yes	No
Pump running at time of inspection:	<input type="checkbox"/>	<input type="checkbox"/>
Current maintenance contract in place:	<input type="checkbox"/>	<input type="checkbox"/>
Who is maintenance contract with: _____		
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>
Unit discharges to: Seepage field <input type="checkbox"/> Seepage bed <input type="checkbox"/> Sand filter <input type="checkbox"/> Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	<input type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input type="checkbox"/>	<input type="checkbox"/>
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)</i>	_____	

See attached drawing from permit

**Include all distances as described below.**

**NOTE: Be sure to attach drawing to this report.**

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A <input checked="" type="checkbox"/>	*Geothermal unit to: N/A <input checked="" type="checkbox"/>	*Building to:
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: <u>10</u> feet Seepage system: <u>26</u> feet Sand filter: <u>n/a</u> feet Effluent tile: <u>n/a</u> feet Effluent discharge: <u>n/a</u> feet Geothermal unit: <u>n/a</u> feet Aerobic unit: <u>n/a</u> feet
*Water line to:	*Body of water to: N/A <input checked="" type="checkbox"/>	
Septic tank: <u>50</u> feet Seepage system: <u>66</u> feet Sand filter: <u>n/a</u> feet Effluent tile: <u>n/a</u> feet Effluent discharge: <u>n/a</u> feet Aerobic unit: <u>n/a</u> feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	

**Comments:**

**This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.**

Upon inspection, I found that all the components of the system were in good condition, especially given the age.

The tank did need to be pumped. I would recommend to have the tank pumped and to check it every 3-5 years.

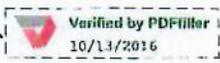
Septic  
tank  
was pumped  
12/13/17 by  
McBrayer  
Sanitary

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Rob Sylvester 049-26206

Inspector Name (print)

*Rob Sylvester*



Signature

12/03/2017

Date

## On-Site Soils Investigation for a Septic System

<b>DATE:</b> March 17, 2018	
<b>NAME:</b> Edward Sepke	
<b>ADDRESS:</b> 1043 Oakview Drive	
<b>CITY, STATE, AND ZIP:</b> Wheaton, Illinois 60187	
<b>Septic Contractor:</b> Rob Sylvester	
<b>Septic Contractor's Phone:</b>	
<b>Subject Property Location:</b> 17567 Trillum Lane, (Lake Bloomington) Hudson, Illinois	
<b>Type of Construction:</b> Existing	
<b>County:</b> McLean	
<b>Township:</b> Hudson	
<b>Well:</b>	
<b>Property ID #:</b>	
<b>Location Description:</b> Located within section 12, T. 25 N. – R. 2 E.	

### Boring #1

Location: Lat: 40 Degrees 38 Minutes 54.1 Seconds North; Long: 88 Degrees 56 Minutes 08.5 Seconds West. (Flag)

Percent Slope: 2 to 3% (south aspect)

Depth to Saturated soil: Greater than 60 inches

Depth (inches)	---Brief Description of Soil Boring---				*Soil Group	*Residential absorption size:(sq.ft./ bedroom)
	Texture	Parent Material	Structure	Consistence		
0-6	Silt loam	Loess	Weak subangular blocky	Friable	5B	290
6-11	Silt loam	Loess	Weak platy	Friable	5A	325
11-43	Silty clay loam (<35% clay)	Loess	Moderate subangular blocky	Friable	6D	325
43-49	Silt loam	Loess	Moderate subangular blocky	Friable	5D	265
49-60	Silt loam	Loess	Weak subangular blocky	Friable	5B	290

Limitations: Seasonal Highwater Table is greater than 60 inches below the surface of the soil.  
High Moderately Slow Permeability or less (layer depth): None within 60 inches

NAME: Edward Sepke  
 LOCATION: 17567 Trillum Lane, (Lake Bloomington) Hudson, Illinois  
 Page 2

### Boring #2

Location: Lat: 40 Degrees 38 Minutes 54.3 Seconds North; Long: 88 Degrees 56 Minutes 08.0 Seconds West. (Flag)

Depth (inches)		----Brief Description of Soil Boring----			*Soil Group	*Residential absorption size:(sq.ft./ bedroom)
		Texture	Parent Material	Structure	Consistence	
0-9		Silt loam	Loess	Weak subangular blocky	Friable	5B 290
9-12		Silt loam	Loess	Weak platy	Friable	5A 325
12-44		Silty clay loam (<35% clay)	Loess	Moderate subangular blocky	Friable	6D 325
44-51		Silt loam	Loess	Moderate subangular blocky	Friable	5D 265
51-60		Silt loam	Loess	Weak subangular blocky	Friable	5B 290

Limitations: Seasonal Highwater Table is greater than 60 inches below the surface of the soil.  
 High Moderately Slow Permeability or less (layer depth): None within 60 inches

### Boring #3

Location: Lat: 40 Degrees 38 Minutes 54.3 Seconds North; Long: 88 Degrees 56 Minutes 07.5 Seconds West. (Flag)

Depth (inches)		----Brief Description of Soil Boring----			*Soil Group	*Residential absorption size:(sq.ft./ bedroom)
		Texture	Parent Material	Structure	Consistence	
0-5		Silt loam	Loess	Weak subangular blocky	Friable	5B 290
5-9		Silt loam	Loess	Weak platy	Friable	5A 325
9-41		Silty clay loam (<35% clay)	Loess	Moderate subangular blocky	Friable	6D 325
41-48		Silt loam	Loess	Moderate subangular blocky	Friable	5D 265
48-60		Silt loam	Loess	Weak subangular blocky	Friable	5B 290

Limitations: Seasonal Highwater Table is greater than 60 inches below the surface of the soil.  
 High Moderately Slow Permeability or less (layer depth): None within 60 inches

NAME: Edward Sepke  
LOCATION: 17567 Trillum Lane, (Lake Bloomington) Hudson, Illinois  
Page 3

DISCLAIMERS & QUALIFICATIONS:

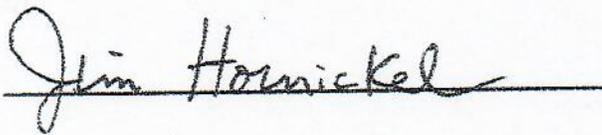
- \*The Soil Group, the Minimum Separation to Limiting Layer and the Residential Req. Absorption - sq.ft/bedroom (or the Allowable Application Rate (GPD/sq.ft.) are a part of the 2013 private Sewage Disposal Licensing Act and Code, created by the State of Illinois Department of Public Health.
- My determinations are based on the soil conditions found at the time the borings were pulled on March 16, 2018.
- \*\*Seasonal highwater table is the peak water table level and it is only this shallow for a short time. Usually it occurs in the wettest time of spring, after lots of rain and before vegetation begins to extract water and lower the water table once again. The method used to determine the seasonal highwater table is by direct observation of the water table or as indicated by common <2 chroma gray mottles (using the Munsell Soil Color Charts). Common mottling is referred to as 2 to 20 percent of an observed surface. (Soil Survey Manual, USDA, Handbook #18; October, 1993; p.155). Mottles are irregular spots of different colors that are formed by the oxidization-reduction cycle of Fe and Mn following the up and down movement of the water table. This process is on the most important types of morphological indicators of soil wetness.
- **Caution:** Many university studies have shown that discharging water softener salts into a septic system could cause premature failure of its leach field. Also running the softener too often could cause in hydraulic overload at the leach field.

---

SUMMARY:

The **seasonal highwater table** for the proposed septic field area (as noted by the 3 soil borings) is greater than 60 inches below the surface of the soil. No saturation was detected within 60 inches from the surface of the soil.

Permeability looked satisfactory.



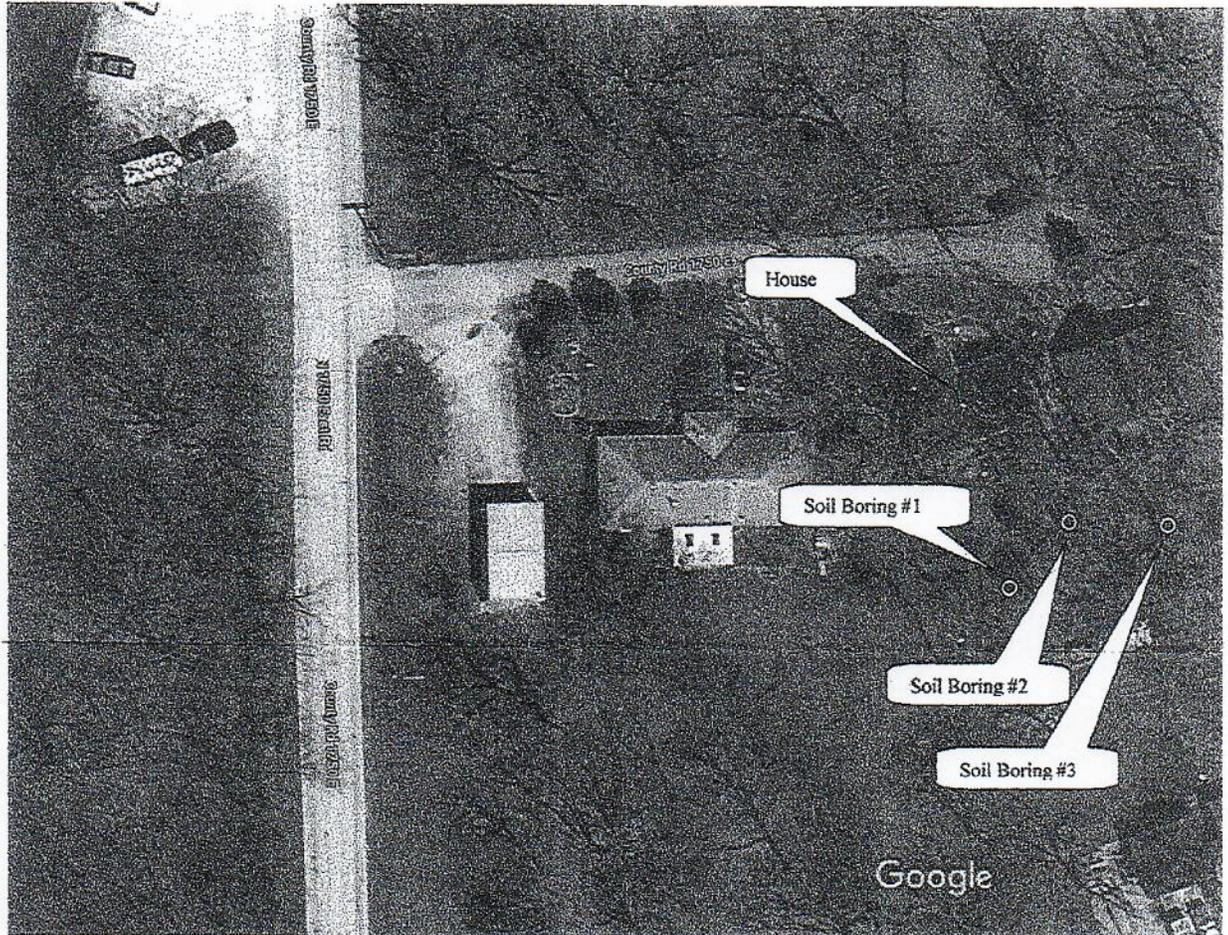
Jim Hornickel  
Soil Classifier  
Certificate #44  
Certified by the Illinois Soil Classifiers Association

DATE: March 18, 2018

# APPROXIMATE SITE MAP

LOCATION OF SOIL BORINGS

(Not to Scale)



North

NAME: Edward Sepke

LOCATION: 17567 Trillum Lane, Hudson, Illinois

Date: March 17, 2018

https:

McLean County, IL  
Monday, January 23, 2017

## Chapter 310. Sewage Disposal Systems, Water Wells and Geothermal Exchange Systems

[HISTORY: Adopted by the County Board of McLean County 7-20-1982 (Ch. 28 of the 1986 Code). Amendments noted where applicable.]

### GENERAL REFERENCES

Fees — See Ch. 205.

Zoning — See Ch. 350.

## Article I. Jurisdiction and Definitions

[Added 10-16-2001]

### § 310-1. Jurisdiction.

This chapter shall apply to all territory embraced within the limits of McLean County as provided by law.

### § 310-2. General definitions.

In addition to the definitions contained in the State of Illinois Private Sewage Disposal Licensing Act and Code,<sup>[1]</sup> the Illinois Water Well Construction Code,<sup>[2]</sup> the Illinois Water Well Pump Installation Code,<sup>[3]</sup> and the Illinois Drinking Water Systems Code,<sup>[4]</sup> the following general definitions shall apply to the following words or phrases when used within this chapter:

#### APPROVED

Acceptable to the Board of Health based upon its determination as to conformance with good public health practices and standards.

#### BOARD OF HEALTH

The Board of Health of the McLean County Health Department of the County of McLean, Illinois, or its authorized representatives.

#### HEALTH DEPARTMENT

The McLean County Health Department.

#### PERSON

Any individual, firm, partnership, company, corporation, trustee, association, or any public or private entity.

[1] Editor's Note: See 225 ILCS 225/1 et seq., and 77 Ill. Adm. Code Part 905.

[2] Editor's Note: See 415 ILCS 30/1 et seq., and 77 Ill. Adm. Code Part 920.

[3] Editor's Note: See 415 ILCS 35/1 et seq., and 77 Ill. Adm. Code Part 925.

[4] Editor's Note: See 77 Ill. Adm. Code Part 900.

### § 310-3. State specifications adopted by reference.

- A. In addition to those provisions set forth herein, this chapter shall adopt by reference the specifications, including any subsequent amendments or revisions thereto, set forth in:
- (1) 77 Ill. Admin. Code 905.10 through 905.210 and appendices, also printed in Sections 905.10 through 905.210 and appendices of the State of Illinois, Illinois Department of Public Health, publication entitled "Private Sewage Disposal Act and Code," adopted 1996, and any subsequent amendments or revisions thereto;
  - (2) The Illinois Department of Public Health Drinking Water Systems Code (77 Ill. Admin. Code 900);
  - (3) The Illinois Department of Public Health Water Well Construction Code (77 Ill. Admin. Code 920); and
  - (4) The Illinois Department of Public Health Water Well Pump Installation Code (77 Ill. Admin. Code 925).
- B. Certified copies on file. Three certified copies of each shall be on file in the office of the McLean County Clerk.

## Article II. Private Sewage Disposal Systems

### § 310-4. Definitions.

In addition to the definitions contained in the State of Illinois Private Sewage Disposal Licensing Act and Code,<sup>[1]</sup> the Illinois Water Well Construction Code,<sup>[2]</sup> the Illinois Water Well Pump Installation Code,<sup>[3]</sup> and the Illinois Drinking Water Systems Code,<sup>[4]</sup> the following definitions shall apply to the following words or phrases when used within this article:

#### **BEDROOM**

Any room equipped with a closet that might reasonably be used as a sleeping room. A room that can be readily converted into a bedroom must be classified as a bedroom for the purposes of accurately sizing the private sewage disposal system. Rooms intended for use as kitchens, bathrooms, or laundry rooms, and rooms with large doorways or half walls such as family rooms and living rooms are excluded from the definition.

[Added 10-17-2000]

#### **HOMEOWNER**

A person who holds legal title to a residential structure which is to be used for his personal, single-family residence.

#### **HOMEOWNER-INSTALLED SYSTEM**

A private sewage disposal system installed by a homeowner for his personal, single-family residence.

#### **INSTALLER**

Any person inspecting or evaluating existing operational private sewage disposal systems or installing, altering or repairing private sewage disposal systems and licensed by the Board of Health. This does not include the pumping of private sewage disposal systems.

[Amended 10-21-1986; 9-17-1996; 10-16-2001]

#### **INSTALLER'S LICENSE**

An annual license issued by the Board of Health to all qualified private sewage disposal system installers.

[Amended 10-21-1986]

#### **PERMIT**

A permit to construct a private sewage disposal system.

#### **PERMIT TO CONSTRUCT A PRIVATE SEWAGE DISPOSAL SYSTEM**

A written permit issued by the Board of Health to install, alter or repair a private sewage disposal system.

#### **PRIVATE SEWAGE DISPOSAL SYSTEM**

Any sewage handling or treatment facility receiving domestic sewage from fewer than 15 people or population equivalents and having a ground surface discharge, or any sewage handling or treatment facility receiving

domestic sewage and having no ground surface discharge.

[Amended 9-16-1997]

#### **PROPERTY LINE**

That property line of a lot upon which a dwelling exists or may be lawfully constructed; except that where any portion of the lot that extends into the abutting street or alley, the property line shall be deemed to be the abutting street or alley right-of-way line.

[Amended 2-17-2015]

#### **PUMPER**

Any person pumping private sewage disposal systems, including portable toilets, portable potable hand washing units, and licensed by the Board of Health.

[Amended 10-21-1986; 9-17-1996; 10-17-2000; 12-17-2013]

#### **PUMPER'S LICENSE**

An annual license issued by the Board of Health to all qualified private sewage disposal system pumpers.

[Amended 10-21-1986]

#### **WASTE**

Either human waste or domestic sewage or both.

[Added 12-17-2013]

- [1] *Editor's Note: See 225 ILCS 225/1 et seq. and 77 Ill. Adm. Code Part 905.*
- [2] *Editor's Note: See 415 ILCS 30/1 et seq., and 77 Ill. Adm. Code Part 920.*
- [3] *Editor's Note: See 415 ILCS 35/1 et seq., and 77 Ill. Adm. Code Part 925.*
- [4] *Editor's Note: See 77 Ill. Adm. Code Part 900.*

### **§ 310-5. Sewage disposal system required.**

Property owners of all buildings and places where people live, work, or assemble shall provide for the sanitary disposal of domestic sewage.

### **§ 310-6. Access to property.**

The Board of Health shall have the authority to enter any property or building at any reasonable time to inspect for health and sanitation purposes and make the necessary tests, including, but not limited to, dye tests, on any private sewage disposal system to determine compliance with this article.

### **§ 310-7. Operational inspections or evaluations.**

[Added 10-16-2001]

Only a McLean County licensed installer or authorized representative of the Board of Health may conduct an inspection/evaluation of an existing operational private sewage disposal system.

- A. These inspections or evaluations must be completed using forms provided by the Health Department.
- B. After the inspection/evaluation, the form shall be completed. A copy shall be given to the client and an additional copy shall be given to the Health Department.

### **§ 310-8. Insanitary conditions.**

[Amended 10-19-1993; 9-16-1997]

No person who owns property upon which a private sewage disposal system is located shall:

- A. Allow or permit to allow domestic sewage to gain access to the ground surface except as provided in this article;
- B. Allow or permit to allow domestic sewage to gain access to either used or abandoned wells, the aquifer, field drain tiles, basements or other underground areas accessible to humans; and
- C. Allow or permit to allow domestic sewage to gain access to any area above ground or underground beyond the property owned by said person.

## § 310-9. Aerobic treatment plants.

Aerobic treatment plants installed in McLean County shall be listed by NSF for Class I effluent (BOD 5 30 mg/l and suspended solids 30 mg/l) and shall discharge to one of the following secondary treatment units:

- A. A subsurface seepage system designed and constructed in accordance with the requirements of the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code.<sup>[1]</sup> The size of the seepage system shall be determined by soil classification information and shall be equal in size to a seepage system installed to serve a conventional septic tank installation at the same site.  
[Amended 12-17-2013]  
[1] *Editor's Note: See 225 ILCS 225/1 et seq., and 77 Ill. Adm. Code Part 905.*
- B. A sand filter designed and constructed in accordance with the requirements of the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code. The size of the sand filter shall be at least 1/2 the size of a sand filter installed to serve a conventional septic tank installation at the same site.

## § 310-10. Gravelless seepage field requirements.

[Amended 7-19-1994; 12-17-2013]

When gravelless seepage field tubing is installed, the number of linear feet of tubing shall be determined by soil classification information.

- A. The total number of linear feet of ten-inch internal diameter tubing shall be no less than the total square feet required of a comparable conventional gravel subsurface seepage system installed at the same site using the same soil classification information.
- B. The total number of linear feet of eight-inch internal diameter tubing shall be 1 1/3 times the total square feet required of a comparable conventional gravel subsurface seepage system installed at the same site using the same soil classification information.
- C. If other than eight-inch or ten-inch internal diameter tubing is proposed for installation, the Board of Health shall determine the amount of linear feet of tubing to be installed.

## § 310-11. Gravelless chamber-type seepage field requirements.

[Added 10-16-2001; amended 10-21-2003; 7-2006]

- A. When gravelless chamber sections are installed, the number of lineal feet of chamber shall be determined by soil classification information.  
[Amended 12-17-2013]
- B. A chamber-type system is required to produce the equivalent amount of soil absorption area as a comparable conventional gravel system installed at the same site using the same soil absorption information.
- C. Use the following steps to size a chamber-type system:
  - (1) Calculate the number of lineal feet of a three-foot-wide conventional gravel trench required based upon the soil absorption rate information for the site.

- (2) Calculate the number of square feet of soil absorption area provided per lineal foot by the proposed chamber units using the following formula:

$$W/12 = X$$

**W** = width of the bottom of the chamber in inches

**X** = total square feet of bottom absorption area per lineal feet of chamber unit proposed for the installation.

- (3) Divide three by the value of "X." This will produce the multiplier "Y" that will be used in Step (4).
- (4) Multiply the lineal feet figure from Step (1) by the value of "Y" from Step (3) This produces the lineal feet of chamber units required for the installation.

- D. When gravelless chamber-type systems are installed, an inspection port shall be installed on each trench lateral to allow inspections to be made to determine the operating condition of the system. The inspection port shall be located approximately in the middle of each lateral. A solid concrete pad or block shall be placed beneath each inspection port to ensure a solid trench bottom surface so an accurate effluent depth can be determined during the inspection process. The top surface of the pads or blocks shall be level with the trench bottom.

## § 310-12. Subsurface seepage systems.

[Amended 7-19-1994]

A minimum of 300 square feet of seepage area shall be provided for any individual subsurface seepage system.

## § 310-13. Horizontal geothermal exchange system setback.

[Added 10-16-2001; amended 11-19-2002]

In order to protect the sewage disposal system and the horizontal geothermal exchange system, there shall be a minimum setback of 15 feet between the systems.

## § 310-14. Permit required.

It shall be unlawful for any person to install, alter, or repair any private sewage disposal system in McLean County without first having obtained a permit to construct a private sewage disposal system from the Board of Health.

## § 310-15. Application for permit.

Applications for a permit shall be in writing and in such form as provided by the Board of Health. Every such application shall be completed and signed by the homeowner or property owner and the installer, except as provided in § 310-21A.

- A. Plan requirement. The application shall be accompanied by a plan showing the location of all wells, lakes, ponds, or streams on the applicant's property and on neighboring property, if they are within 100 feet of any part of the proposed private sewage disposal system. If the proposed system is to serve new or remodeled residential construction, a floor plan must be provided. Existing structures, septic tanks, subsurface seepage systems, grease traps, cesspools, privies, sewers, and drainage tiles must be included in the plan. Homes being built for speculation purposes must have the septic tank sized to accommodate a garbage disposal unit.
- B. The Health Department shall approve or reject each application for a permit for the construction and use of any individual sewage disposal system within 10 working days of receipt of the last item of information required to be submitted by the applicant under terms of this article.

[Amended 10-17-2000]

- C. Additional requirements. Prior to the issuance of a permit, the Board of Health, at its discretion, may require additional groundwater information, soil classification information, and/or inspect the property.

[Amended 10-21-2014]

## § 310-16. Approval of permit.

[Added 10-16-2001]

If, upon receipt of the application, the Board of Health finds that the requirements of this article have been satisfied, the permit shall be issued.

- A. The permit is valid for a period of 12 months from the date of issuance.
- B. If construction of the structure for which the permit was issued has not been started within this period, the permit is void and a new permit will be required.
- C. Any modification from the submitted plan approved with the permit application must be submitted to the Health Department in writing before construction begins.

## § 310-17. Permit fees.

[Amended 10-21-1986; 12-15-1987; 10-19-1993; 9-20-1994; 9-19-1995; 9-16-1997; 10-20-1998; 9-14-1999; 10-17-2000; 10-16-2001; 11-16-2004; 11-15-2005; 11-21-2006; 11-20-2007; 11-17-2008; 11-17-2009; 11-16-2010; 10-18-2011; 10-16-2012; 12-17-2013; 10-21-2014; 2-17-2015]

Nonrefundable permit application fees for private sewage disposal systems or components of systems are set forth in Chapter 205, Fees.

## § 310-18. License fees.

[Added 11-19-1996; amended 9-16-1997; 10-20-1998; 9-14-1999; 10-17-2000; 10-16-2001; 11-19-2002; 10-21-2003; 11-16-2004; 11-15-2005; 11-21-2006; 11-20-2007; 11-17-2008; 11-17-2009; 11-16-2010; 10-18-2011; 10-16-2012; 12-17-2013; 10-21-2014]

- A. Nonrefundable fees for installer and pumper licenses are set forth in Chapter 205, Fees.  
[Amended 2-17-2015]
- B. First-time license fee. The fee for a first-time license for an individual shall be increased by 40%. This surcharge will cover the expense of providing the education and testing requirements and for completing the paperwork and file set-up costs. This fee is applicable to reissuance of a revoked license or a license that was not renewed due to enforcement action.

## § 310-19. Inspections.

- A. Before any backfilling is started, but after complete installation, alteration or repair of the system, an inspection shall be made by the Board of Health to determine if full compliance with the article has been met. If it is found that the permit holder or installer has violated any provisions hereof, the Board of Health shall make any necessary recommendations for reconstruction so that the intent and purpose of this article is satisfied.  
[Amended 7-19-1994]
- B. Installer present. The McLean County licensed septic system installer that completed the work for the installation, alteration or repair of the septic system shall be present at the time of inspection of the system by the Board of Health.  
[Added 10-16-2001]

## § 310-20. Variances.

- A. The Board of Health may grant variances to this article based upon evidence presented to it in each variance request, provided the granting of the variance:
- (1) Will not be detrimental to the public welfare;
  - (2) Will not be injurious to other property or improvements in the neighborhood; and
  - (3) Will not diminish or impair property values within the neighborhood.
- B. Effect upon other properties. The Board of Health may require such conditions and restrictions upon the premises benefited by a variance as may be necessary to reduce or minimize the effect of such variance upon other properties in the neighborhood and to better carry out the general intent of this article.

## § 310-21. Installer licensing.

[Amended 10-17-2000]

- A. No person may perform the duties of an installer in McLean County who has not obtained an installer's license approved by the Board of Health.
- (1) The Board of Health shall approve an installer's license for persons who comply with Subsection **B** of this section.
  - (2) A homeowner may install, alter or repair his own private sewage disposal system without a license if he can comply with the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code, <sup>[1]</sup> as adopted in § **310-3** of this chapter, and the structure is not being built for the purpose of sale or speculation.  
<sup>[1]</sup> *Editor's Note: See 225 ILCS 225/1 et seq., and 77 Ill. Adm. Code Part 905.*

- B. Conditions of licensure.

[Amended 10-21-1986; 1-17-1989; 10-19-1993; 9-19-1995; 11-19-1996]

- (1) The application for a license shall be furnished by the Board of Health and completed by the applicant.
- (2) The applicant who is actively engaged in the installation, alteration or repair of private sewage disposal systems shall demonstrate his knowledge of this article by obtaining a minimum score of 80% on a written test. All licensed installers will be retested every three years.  
 [Amended 10-17-2000]
- (3) If additional tests are required before the applicant attains a minimum passing score of 80, a fee as set forth in Chapter **205**, Fees, will be charged. This fee is payable before each retest.  
 [Added 10-16-2001; amended 2-17-2015]
- (4) The license will expire on December 31 of the year of issue and must be renewed annually. If the license is not renewed by April 1 of the year following the year of issue, the applicant shall be retested.  
 [Amended 10-16-2001]
- (5) A licensing fee shall be paid to the Board of Health when the application is submitted for approval or renewal.<sup>[2]</sup>  
<sup>[2]</sup> *Editor's Note: See Ch. 205, Fees.*

## § 310-22. Pumper licensing.

- A. No person may perform the duties of a pumper in McLean County who has not obtained a pumper's license issued by the Board of Health.
- (1) The Board of Health shall approve a pumper's license for persons who comply with Subsection **B** of this section.

- (2) A homeowner may pump his own private sewage disposal system without a license if he can comply with the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code,<sup>[1]</sup> as adopted in § 310-3 of this chapter.

[Amended 10-21-1986; 1-17-1989]

[1] *Editor's Note: See 225 ILCS 225/1 et seq., and 77 Ill. Adm. Code Part 905.*

B. Conditions of licensure.

[Amended 10-21-1986; 1-17-1989; 10-19-1993; 9-19-1995; 11-19-1996; 10-17-2000]

- (1) The application for license shall be furnished by the Board of Health and completed by the applicant.
- (2) The applicant shall annually present his pumper truck at the Health Department office for inspection. The truck must meet the standards set forth in the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code, as adopted in § 310-3 of this chapter.
- (3) The applicant who is actively engaged in the pumping of waste shall demonstrate his knowledge of this article by obtaining a minimum score of 80% on a written test. All licensed pumpers will be retested every three years.  
[Amended 12-17-2013]
- (4) If additional tests are required before the applicant attains a minimum passing score of 80, a fee as set forth in Chapter 205, Fees, will be charged. This fee is payable before each retest.  
[Added 10-16-2001; amended 2-17-2015]
- (5) The license shall expire on December 31 of the year of issue and must be renewed annually.  
[Amended 10-16-2001]
- (6) A license fee shall be paid to the Board of Health when the application is submitted for approval or renewal.

## § 310-23. Unlicensed installers and pumpers.

[Amended 10-16-2001]

Any person found performing the duties of an installer or pumper in McLean County without an installer's or pumper's license, except as provided in this article, shall be punished as provided in § 310-49 of this chapter.

## Article III. Water Wells

[Added 11-20-1990]

### § 310-24. Definitions.

In addition to the definitions contained in the State of Illinois Private Sewage Disposal Licensing Act and Code,<sup>[1]</sup> the Illinois Water Well Construction Code,<sup>[2]</sup> the Illinois Water Well Pump Installation Code,<sup>[3]</sup> and the Illinois Drinking Water Systems Code,<sup>[4]</sup> the following definitions shall apply to the following words or phrases when used within this article:

#### **COMMUNITY WATER SYSTEM**

A public water system which serves at least 15 service connections used by residents or regularly serves at least 25 residents at least 60 days a year.

#### **HOLDING TANK SYSTEM**

A water supply system consisting solely of a water storage tank used to hold water that is obtained from another source.

#### **NON-COMMUNITY WATER SYSTEM**

A public water system that is not a community water system, that has at least 15 service connections used by nonresidents, or regularly serves 25 or more nonresident individuals daily for at least 60 days a year.

#### **PUBLIC WATER SYSTEM**

A system for the provision to the public of piped water for human consumption, if the system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days per year. The term "public water system" includes any collection, treatment, storage and distribution facilities under control of the operator of such system and used primarily in connection with such system and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system.

#### **SEMI-PRIVATE WATER SYSTEM**

A water supply which is not a public water system, yet which serves a segment of the public other than an owner-occupied single-family dwelling.

#### **WATER WELL**

Any excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise constructed when the intended use of such excavation is for the location, division, diversion, artificial recharge or acquisition of groundwater, but does not include wells and excavation for the purpose of obtaining or prospecting for oil, natural gas, minerals or products or of mining or quarrying or for inserting media to repressure oil or natural gas bearing formations or for storing petroleum, natural gas or other products, or for observation or any other purpose in connection with the development or operation of a gas storage project monitoring wells.

[Amended 11-20-2007]

- [1] *Editor's Note: See 225 ILCS 225/1 et seq., and 77 Ill. Adm. Code Part 905.*
- [2] *Editor's Note: See 415 ILCS 30/1 et seq., and 77 Ill. Adm. Code Part 920.*
- [3] *Editor's Note: See 415 ILCS 35/1 et seq., and 77 Ill. Adm. Code Part 925.*
- [4] *Editor's Note: See 77 Ill. Adm. Code Part 900.*

### **§ 310-25. Public water supply use.**

The Board of Health may refuse to grant a permit for the installation or deepening of a water well where a public or community water system is available. The governing authority of the public or community system shall determine, in accordance with its local codes or regulations, when the public or community system is available and if connection to the public or community system is required.

### **§ 310-26. Licensing of well drillers and pump installers.**

All individuals who construct water wells and install well pumps shall be licensed by the Illinois Department of Public Health in accordance with the Water Well and Pump Installation Contractor's License Act, 225 ILCS 345/1 et seq.

### **§ 310-27. Water supply location, construction, repair and abandonment.**

Except as otherwise herein provided, the location, construction, repair and disinfection of water wells, and the installation of water well pumps, shall be in accordance with the requirements set forth by the Illinois Department of Public Health Illinois Water Well Construction Code (77 Ill. Admin. Code 920) and Illinois Water Well Pump Installation Code (77 Ill. Admin. Code 925). Wells that are abandoned shall be sealed in a manner prescribed by the Illinois Water Well Construction Code.

### **§ 310-28. Disinfection and analysis of semi-private water systems.**

[Amended 11-20-2007]

Owners of newly constructed wells or other types of water supplies which supply a semi-private water system shall have the water from their semi-private water supply analyzed and approved by either the laboratory of the Illinois Department of Public Health or a laboratory approved by the Illinois Department of Public Health before the well or other water supply is placed into service. A copy of the analysis shall be filed with the Board of Health. The water obtained from a surface supply shall meet the nitrate, turbidity, and bacteriological requirements contained in Sections 611.301, 611.250 and 611.325 of the Primary Drinking Water Standards (35 Ill. Admin. Code 611), and the water obtained from a well shall meet the nitrate and bacteriological requirements of Section 611.301 and 611.325 of the Primary Drinking Water Standards.

## § 310-29. Permit required.

No water well shall be constructed or deepened in this County, except in accordance with these regulations, and it shall be unlawful to proceed with the construction or deepening of a water well without first obtaining a permit from the Board of Health.

- A. Additional requirement for non-community public water systems. A non-community public water supply shall not be constructed without first obtaining a permit from the Illinois Department of Public Health.
- B. Exemptions. This requirement for a permit shall not be applicable to wells intended to serve community public water supply systems, monitoring wells, and to holding tank systems.

## § 310-30. Application for permit.

[Amended 10-16-2001]

Applications for permits shall be in writing and in such form as shall be prescribed by the Board of Health. Every such application shall be completed and signed by the installer.

- A. The application shall be accompanied by a plan including:
  - [Amended 11-20-2007]
  - (1) A drawing indicating lot size, direction of slope, location of property lines and distances from proposed well construction to septic tanks, abandoned wells, property lines, seepage fields, sewers, and all other sources of contamination, and an indication of the type of contamination source;
  - (2) Water well driller's license number and name;
  - (3) Estimate daily pumping capacity if greater than 100,000 gallons per day;
  - (4) The location of the water well, including county, city, street address or lot number, township, range, directions to the site (i.e., subdivision lot number, highway number, secondary roads, signs to follow, etc.), and section;
  - (5) Name and address of the owner of the well;
  - (6) Type of well to be constructed (bored, dug, drilled or driven);
  - (7) An estimate of the depth of the well;
  - (8) Type of well (i.e., nonpotable-use well, such as an irrigation, livestock or industrial water well, private water well, semi-private water well, or non-community public water well); and
  - (9) Proposed aquifer.
- B. Prior to the issuance of a permit, the Board of Health, at its discretion, may require additional information and/or inspect the property.

## § 310-31. Permit fees.

[Amended 10-16-2001; 2-17-2015]

Each application for the construction or deepening of a well shall be accompanied by a permit fee as set forth in Chapter 205, Fees, payable to the McLean County Health Department. This fee shall not be refundable in the event that an individual decides not to construct or deepen the water well.

## § 310-32. Approval of permit.

[Amended 10-16-2001]

If, upon receipt of the application and permit fee, the Board of Health finds that the requirements of this article have been satisfied, the permit shall be issued.

- A. The permit is valid for a period of 12 months from the date of issuance.
- B. If construction or deepening of the water well has not been started within this period, the permit is void.
- C. Any modification from the submitted plan approved with the permit application must be submitted to the Board of Health in writing before construction begins.

[Amended 2-17-2015]

## § 310-33. Inspections.

The Board of Health shall be notified by telephone or in writing at least 48 hours prior to the commencement of any work to construct or deepen a water well for which a permit has been issued or to seal a water well, boring, or monitoring well.

- A. Access to property. The Board of Health shall be allowed access to any property for the purpose of performing an inspection of the water well construction or to inspect the sealing of wells or to investigate abandoned wells.
- B. Recommendations. If it is found that the permit holder or licensed contractor has violated any provisions hereof, the Board of Health shall make any necessary recommendations for reconstruction so that the intent and purpose of this article are satisfied.

# Article IV. Geothermal Exchange Systems

[Added 10-16-2001; amended 11-19-2002; 10-21-2014]

## § 310-34. Definitions.

As used in this article, the following terms shall have the meanings indicated:

### **BODY OF WATER LOOP SYSTEM**

A geothermal exchange system where a portion of the pipe intended to recirculate a liquid solution through a heat exchanger is submerged, suspended, or anchored in a pond or lake.

### **BORE HOLE OR DRILL HOLE**

An excavation that is drilled, cored, driven, dug or otherwise constructed that penetrates an aquifer or that may degrade the quality of the aquifer.

### **CLOSED LOOP HEAT PUMP WELL**

Has the same meaning as "closed loop well."

### **CLOSED LOOP WELL**

A sealed, watertight loop of pipe buried outside of a building foundation intended to recirculate a liquid solution through a heat exchanger, but is limited to the construction of the bore hole and the grouting of the

bore hole and does not include the piping and appurtenances used in any other capacity. "Closed loop well" does not include any horizontal closed loop well systems where grouting is not necessary by law or standard industry practice.

**CLOSED LOOP WELL CONTRACTOR**

Any individual who installs closed loop wells for another person. "Closed loop contractor" does not include the employee of a closed loop contractor.

**GEOHERMAL EXCHANGE SYSTEM**

A sealed, watertight loop of pipe buried outside of a building foundation, which is intended to recirculate a liquid solution through a heat exchanger. This includes but is not limited to closed loop wells, horizontal closed loop and body-of-water loop systems.

**GEOHERMAL EXCHANGE SYSTEM CONTRACTOR**

Any individual who installs geothermal exchange systems, except an employee of a geothermal exchange system contractor.

**HORIZONTAL CLOSED LOOP SYSTEM**

Any open cut excavation or directional boring containing a watertight loop of pipe buried outside of a building foundation that does not penetrate an aquifer and is intended to recirculate a liquid solution through a heat exchanger.

## § 310-35. Permit required.

No geothermal exchange system shall be constructed, modified or sealed in McLean County except in accordance with these regulations, and it shall be unlawful to proceed with the construction, modification or sealing of a geothermal exchange system without first obtaining a permit from the Board of Health.

## § 310-36. Septic system setback.

In order to protect the sewage disposal system and a horizontal geothermal exchange system, there shall be a minimum setback of 15 feet between the systems.

## § 310-37. Application for permit.

Permit applications for a geothermal exchange system shall be in writing and in such form as shall be prescribed by the Illinois Department of Public Health. Every application shall be signed by the geothermal exchange system contractor.

- A. The application shall be accompanied by a plan showing the location of all existing structures, wells, septic tanks, secondary sewage treatment units, cesspools, privies, sewers, lakes, ponds or streams on the applicant's property and on neighboring properties, if they are within 200 feet of the proposed geothermal exchange system(s).
- B. Prior to the approval of the permit, the Board of Health, at its discretion, may require additional information and/or inspect the property and neighboring properties.

## § 310-38. Plan review and inspection fee.

[Amended 2-17-2015]

Each permit application for a geothermal exchange system shall be accompanied by a fee as set forth in Chapter 205, Fees, payable to the McLean County Health Department. This fee shall not be refundable in the event that an individual decides not to construct or modify the geothermal exchange system. All fees shall be increased by 3%

annually. Other changes in fees and annual increases shall be determined by a majority vote of Board of Health members during a regularly scheduled Board of Health meeting.

### § 310-39. Approval of permit.

If, upon receipt of the application and fee, the Board of Health finds that the requirements of this article have been satisfied, the permit shall be issued.

- A. The permit is valid for a period of 12 months from the date of issuance.
- B. If construction, modification or sealing of the geothermal exchange system has not started within this period, the permit is void.
- C. Any modification from the submitted plan approved with the permit application must be submitted to the Board of Health in writing before construction, modification or sealing begins.  
[Amended 2-17-2015]

### § 310-40. Registration of geothermal exchange system contractors.

[Amended 2-17-2015]

All individuals who install geothermal exchange systems in this County shall be registered annually with the Board of Health. Closed loop well contractors shall possess a valid certificate of registration issued by the Illinois Department of Public Health to be eligible to apply for a registration with the Board of Health. A registration fee as set forth in Chapter 205, Fees, shall accompany the registration application. The registration shall expire on December 31 of the year of issue.

### § 310-41. First-time registration fee.

The fee for a first-time registration for an individual shall be increased by 40%. This surcharge will cover the expense of providing the education and training requirements and for completing the paperwork and file set-up costs.

### § 310-42. Inspections.

- A. The Board of Health shall be notified by telephone or in writing at least 24 hours prior to the commencement of any work to construct, modify or seal a geothermal exchange system for which a permit has been issued.
- B. Before grouting and backfilling is started, an inspection shall be made by the Board of Health to determine if full compliance with this article has been met.

## Article V. Enforcement and Administration

[Added 10-16-2001]

### § 310-43. Suspension, revocation or refusal to renew.

For serious or repeated violations of any provisions of this chapter or for interference with the Board of Health in the performance of its duties, the Board of Health may suspend, revoke or refuse to renew any license or registration.

- A. Prior to such action, the Board of Health shall notify the licensee or registrant in writing, stating the reason for which the license or registration is subject to suspension, revocation or nonrenewal.

- B. The Board of Health may provide an opportunity for a prehearing conference in order for the licensee or registrant to show cause why the Board of Health should not proceed with license or registration suspension, revocation or nonrenewal.
- C. Should the Board of Health proceed with license or registration suspension, revocation or nonrenewal, the Board of Health shall notify the licensee or registrant that the license or registration is suspended, revoked, or not renewed five days following the serving of said notice.
- D. Such suspension, revocation or nonrenewal shall then be effective unless a request for a hearing is filed with the Board of Health by the licensee or registrant within such five-day period.

### § 310-44. Revocation.

If, after the permit or registration has been issued, the Board of Health finds that the information submitted on the application was falsified or inaccurate, or if the violations found during the inspection are not corrected, or if the Board of Health is interfered with in performance of its duties, the permit or registration may be revoked. Prior to such action, the Board of Health shall notify the permit or registration holder in writing, stating the reason for which the permit or registration is subject to revocation.

- A. The Board of Health may provide an opportunity for a prehearing conference in order for the permit or registration holder to show cause why the Board of Health shall not proceed with permit or registration revocation.
- B. Should the Board of Health proceed with permit or registration revocation, the Board of Health shall so notify the permit or registration holder that the permit is revoked five days following the serving of said notice.
- C. Such revocation shall then be effective unless a request for a hearing is filed with the Board of Health by the permit or registration holder within such five-day period.

### § 310-45. Issuance of notice.

Whenever the Board of Health determines that a violation of any provision of this chapter has occurred, the Board of Health shall give notice to the person responsible for such violation.

- A. Notices provided for under this section shall be deemed to have been properly served when a written notice has been delivered personally to the person responsible, or such notice has been sent by registered or certified mail, return receipt requested, to the last known address of the person.
- B. A copy of such notice shall be filed with the records of the Board of Health.

### § 310-46. Hearings.

The hearings provided for in this chapter shall be conducted by a quorum of the members of the Board of Health at a time and place designated by the Board within 30 days of the date on which the written request was filed.

- A. Notification. The petitioner for the hearing shall be notified of the time and place of the hearing not less than five days prior to the date on which the hearing is to be held.
- B. Findings. Based upon the record of such hearing, the Board of Health shall make a finding and shall sustain, modify or rescind any official notice or order considered in the hearing.
- C. Written report. A written report of the hearing decision shall be furnished either personally or by certified mail to the petitioner by the Board of Health.

### § 310-47. Emergencies.

Whenever the Board of Health finds that an emergency regarding a violation of this chapter exists, which requires immediate action to protect the public health, it may, without any administrative procedure and without notice or hearing, bring an action for a temporary injunction to require that such action be taken as the court may deem necessary to meet the emergency.

- A. Notwithstanding any other provision in this chapter, such order shall be effective immediately.
- B. Such action shall be brought by the State's Attorney of McLean County.
- C. When, in the opinion of the Board of Health, the emergency conditions are abated, the Board of Health may request that the temporary injunction be canceled.

## § 310-48. Administrative review.

Any person, firm or corporation affected by the decisions, rules or regulations of the Board of Health of McLean County, Illinois, may have the decisions of said Board of Health reviewed in the Circuit Court of McLean County, Illinois. The provisions of the Administrative Review Act of the State of Illinois approved May 8, 1945, and enacted by the General Assembly of the State of Illinois and all amendments and modifications thereof,<sup>[1]</sup> and the rules adopted pursuant thereto shall apply to and govern all proceedings for the judicial review of final administrative decisions of the Board of Health. The term "administrative decisions" is defined in Section 1 of said Administrative Review Act.<sup>[2]</sup>

[1] *Editor's Note: See 735 ILCS 5/3-101 et seq.*

[2] *Editor's Note: See 735 ILCS 5/3-101.*

## § 310-49. Penalties.

- A. Any person who shall violate any of the provisions of Article I, § 310-3A(1), or Article II of this chapter shall be guilty of a Class A misdemeanor and shall be fined a sum not less than \$100. Each day's violation constitutes a separate offense. In addition, the State's Attorney may bring action for an injunction to restrain such violation or to enjoin the operation of any such establishment.
- B. Any person who shall violate any of the provisions of Article I, § 310-3A(2) or (3) or (4), Article III or Article IV of this chapter shall be issued an order to remedy such violations. The order shall specify the violations and the date by which they shall be remedied. Failure of the person to remedy the violations by the date specified in the order shall constitute a business offense punishable by a fine not to exceed \$750, with each day subsequent to such date that the violations remain uncorrected as a separate offense.

**McBRAYER SANITARY SERVICE**

Septic tank pumping and Grease trap  
29362 East 1300 North Rd. Ellsworth, IL 61737  
Ph. 309-261-6076      309-724-8417  
www.mcbrayersanitaryservice.com

Invoice For Edward Sepke  
17567 Trillium  
Hudson FL.

Issue Date 12-14-17

Description	Amount
Septic tank pumped	225. <sup>00</sup>
Pd ✓ # 1004	

Subtotal \_\_\_\_\_  
Amount Due 225.<sup>00</sup>

Notes \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 15<sup>th</sup> day of May, 2018

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Amey Taayel

Kyle Taayel

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 548 in Block 23 in Camp Potowatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

- 2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
- 3. RENT.

**LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.**

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

- 1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_¢ (\$.\_\_\_\_\_) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington  
City Hall  
109 E. Olive Street  
Bloomington, IL 61701

Lessee Name and Mailing Address

Kyle & Amy Tagge  
17367 Trillion Lane  
Hudson, IL 61748

Lessee Billing Address

Kyle & Amy Tagge  
17367 Carver Rd  
Hudson, IL 61748

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

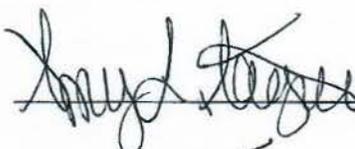
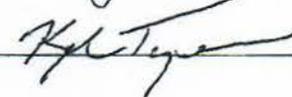
-Lessor-

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its Mayor

Attest: \_\_\_\_\_  
\_\_\_\_\_  
City Clerk

-Lessee-

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Kyle Tague and Amy Tague, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lots 5 and 8 in Block 23 in Camp Potawatomie and enforceable under the terms of said lease.

1. Lessees shall bring the septic tank and seepage field on the leased premises up to Code within six (6) months of the parties having entered into the lot lease, which may require full replacement of the system. The septic system must be contained entirely within the leased lot, with no exceptions. This shall include the septic tank being a minimum of 1,000 gallons and the seepage field having a minimum of 325 square feet for each bedroom in the residential premises located on the leased lots.

2. Lessees shall pay Lessor the assessed value of any and all trees that may be removed or impacted the septic system improvements set forth in paragraph 1, above. Said payment shall be made prior to commencement of the septic system work referred to in said paragraph.

3. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,  
a Municipal Corporation

By: \_\_\_\_\_  
Tari Renner, Mayor

ATTEST: \_\_\_\_\_  
Cherry Lawson, City Clerk

LESSEES:

\_\_\_\_\_  
Kyle Tague

\_\_\_\_\_  
Amy Tague

**RESOLUTION NO. 2018 – 29**

**A RESOLUTION DIRECTING STAFF TO ISSUE NON-COMPLIANT VIOLATION NOTICES TO EXISTING BOAT DOCKS NOT CONFORMING TO THE ORDINANCES, REGULATIONS, POLICIES AND STANDARDS OF THE CITY OF BLOOMINGTON**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

**WHEREAS**, Lake Bloomington, as well as the marginal, leased and non-leased land surrounding it, is owned by the City and is the primary water source for the City; and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/7-4-2, allows for the City to maintain jurisdiction and control over Lake Bloomington and its surrounding lands as if this area were within the City boundaries; and

**WHEREAS**, Chapter 23 of the City Code governs the use of Lake Bloomington and surrounding lands owned by the City; and

**WHEREAS**, a number of individuals have placed docks on Lake Bloomington without permit or other authority and such is in violation of the City Code and is harmful to Lake Bloomington; and

**WHEREAS**, the City Council believes it to be in the best interest of the City to enforce its ordinances and require the removal of the unlawful docks at Lake Bloomington and to have the City’s Administrative Court adjudicate any disputes involving same; and

**WHEREAS**, as applied to violation notices in relation to placement of a boat dock without a permit on Lake Bloomington, fines shall not begin to accrue until and unless a hearing officer determines a violation of the City Code, and thus any otherwise applicable fines that otherwise would have begun to accrue in the interim period between the issuance of the violation notice and the hearing shall be waived.

**NOW THEREFORE, BE IT RESOLVED** 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:** The City Council hereby directs City staff to issue removal notices to all owners of existing boat docks not conforming to the ordinances, regulations, policies and standards of the City of Bloomington, having been constructed upon land set aside for access easements for off-the-lake lots and the general public. Owners that refuse to remove their docks shall be issued a summons and cases heard by the City’s Administrative Court system.

**SECTION 3:** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 4:** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

**SECTION 6:** This Resolution shall be effective immediately after the date of its publication as required by law.

**SECTION 7:** This Resolution is passed and approved pursuant to the home rule authority granted Article CII, Section 6 of the 1970 Illinois Constitution.

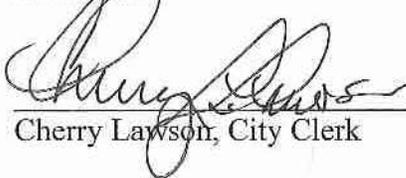
PASSED this 23<sup>rd</sup> day of April, 2018.

APPROVED this 30<sup>th</sup> day of April, 2018.

**CITY OF BLOOMINGTON:**

  
\_\_\_\_\_  
Tari Renner, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Cherry Lawson, City Clerk

**RESOLUTION NO. 2018—29**

**~~A RESOLUTION DIRECTING STAFF TO ISSUE NON-COMPLIANT VIOLATION NOTICES TO EXISTING BOAT DOCKS NOT CONFORMING TO THE ORDINANCES, REGULATIONS, POLICIES AND STANDARDS OF THE CITY OF BLOOMINGTON~~**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

**WHEREAS**, Lake Bloomington, as well as the marginal, leased and non-leased land surrounding it, is owned by the City and is the primary water source for the City; and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/7-4-2, allows for the City to maintain jurisdiction and control over Lake Bloomington and its surrounding lands as if this area were within the City boundaries; and

**WHEREAS**, Chapter 23 of the City Code governs the use of Lake Bloomington and surrounding lands owned by the City; and

**WHEREAS**, a number of individuals have placed docks on Lake Bloomington without permit or other authority and such is in violation of the City Code and is harmful to Lake Bloomington; and

**WHEREAS**, the City Council believes it to be in the best interest of the City to enforce its ordinances and require the removal of the unlawful docks at Lake Bloomington and to have the City’s Administrative Court adjudicate any disputes involving same; and

**WHEREAS**, so long as an owner of a dock that receives a violation notice removes it in compliance with the notice before the date set for Administrative Court, the fines for said violation may be waived.

**NOW THEREFORE, BE IT RESOLVED** 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:** The City Council hereby directs City staff to issue removal notices to all owners of existing boat docks not conforming to the ordinances, regulations, policies and standards of the City of Bloomington, having been constructed upon land set aside for access easements for off-the-lake lots and the general public. Owners that refuse to remove their docks shall be issued a summons and cases heard by the City’s Administrative Court system.

**SECTION 3:** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 4:** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

**SECTION 6:** This Resolution shall be effective immediately after the date of its publication as required by law.

**SECTION 7:** This Resolution is passed and approved pursuant to the home rule authority granted Article CII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23<sup>rd</sup> day of April, 2018.

APPROVED this 24<sup>th</sup> day of April, 2018.

**CITY OF BLOOMINGTON:**

**ATTEST:**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry Lawson, City Clerk



## REGULAR AGENDA ITEM NO. 9G

FOR COUNCIL: April 23, 2018

**SPONSORING DEPARTMENT:** Administration / Water Department

**SUBJECT:** Consideration of a Resolution directing Water Department staff to issue Non-Compliant Violation Notices to existing boat docks not conforming to the Ordinances, Regulations, Policies and Standards of the City of Bloomington as requested by Administration and the Water Department.

**RECOMMENDATION/MOTION:** A Resolution directing staff to issue Non-Compliant Violation Notices to existing boat docks at Lake Bloomington not conforming to the Ordinances, Regulations, Policies and Standards of the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City Infrastructure and Facilities. Goal 5. Great Place – Livable, Sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a. Quality water for the long term. Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** At the April 9, 2018, Special Session Council Meeting, the City Council approved a motion requiring that all existing boat docks not conforming to the ordinances, regulations, policies and standards of the City of Bloomington, having been constructed upon land set aside for access easements for off-the-lake lots and the general public, be removed by the owner or issued violation notice and made subject to the Administrative Court system for remediation.

To formalize this direction, City staff prepared a resolution for final action. Upon approval, the City's Legal Department and Water Department will conduct a final review of non-compliant docks and begin preparing the necessary notices. As such City staff anticipates a compliance order will be sent within the next few weeks. The compliance order will put the dock owner on notice that the City believes their dock is unlawfully located on Lake Bloomington and must be removed within 30-days.

Individuals that fail to adhere to the compliance order will then be served with a summons and violation notice. Those who contest the violation notice will be given a hearing in front of a hearing officer in Administrative Court. These cases will likely be set for a special date with a first appearance scheduled on August 29, 2018. As August has five Wednesdays, this special setting on August 29 will help staff avoid having to reschedule other cases involving the Police Department and Community Development which are heard on the first four Wednesdays of every month.

It should be noted fines will begin to accrue upon the issuance of the summons; however City staff, in line with comments from the City Council, is recommending any accrued fines be waived so long as the dock is removed by the Administrative Court date. At said point, the case would be dismissed subject only to the payment of court costs (i.e., \$110).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Owners of the 18 boat docks constructed upon the access easement for off-the-lake lots and the general public at Lake Bloomington where ownership is claimed by non-lake front leaseholders; various lease holders and area residents; Lake Bloomington Association.

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals 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: Joseph M. Darter, Property Manager

Reviewed by: Robert Yehl, P.E., Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

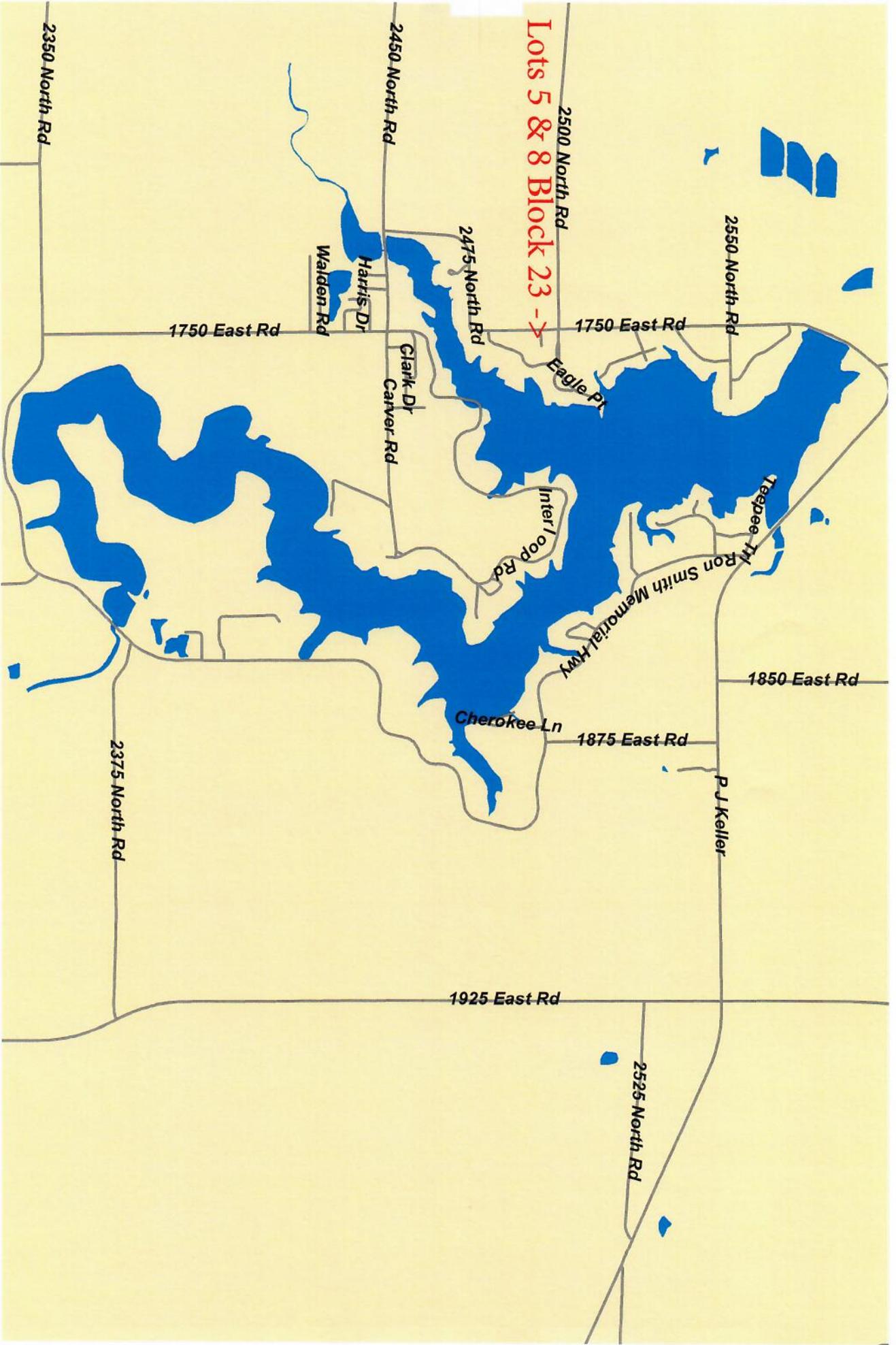


Steve Rasmussen  
Interim City Manager

**Attachments:**

- 2B RESOLUTION

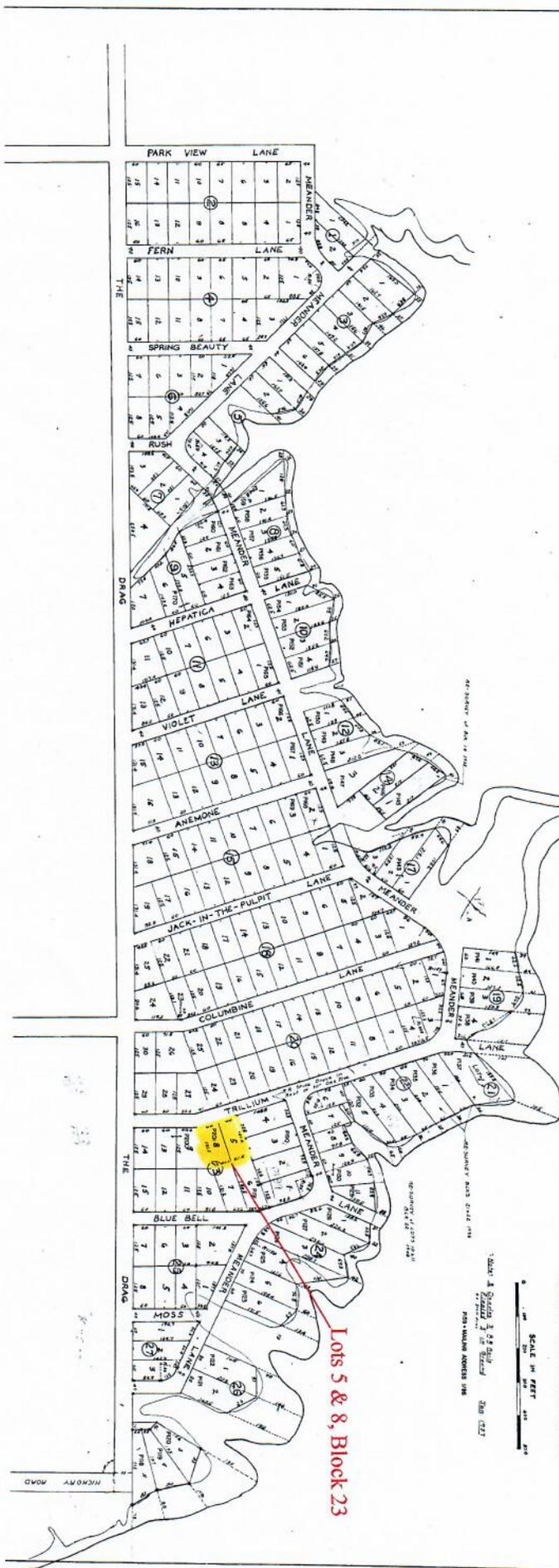
**Lots 5 & 8 Block 23 ->**





# CAMP POTAWATOMIE

ON WEST SHORE OF  
LAKE BLOOMINGTON



**Lots 5 & 8, Block 23**

SCALE IN FEET  
0 50 100  
1" = 100'

PLAN & SECTION 5 OF 10  
FILED IN THE OFFICE OF THE  
REGISTERED LAND OFFICER  
P.O. BOX 1000, AMES, IOWA

# 17567 Trillium Lane Structure Map



MGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

1 inch = 47 feet



MGIS, <http://www.MGIS.org/License>



# 17567 Trillium Lane Dock Map



MGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

1 inch = 188 feet



WGS 84, <http://www.wgs84.org/Ltr/ntse>







## CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of an application submitted by Tony's Tacos, Inc., d/b/a Tony's Tacos Downtown located at 105 W. Front Street, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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, as requested by the City Clerk's Office.

**RECOMMENDATION/MOTION:** The application of Tony's Tacos, Inc., d/b/a Tony's Tacos Downtown located at 105 W. Front Street, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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 be approved contingent upon compliance with all health and safety codes and compliance with BASSET training requirements.

**STRATEGIC PLAN LINK:** Goal 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** Bloomington Liquor Commissioner, Tari Renner, called a public hearing on May 17, 2018 on the application submitted by Tony's Tacos, Inc., d/b/a Tony's Tacos Downtown located at 105 W. Front Street, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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

Present were: Commissioners Tari Renner and Lindsey Powell; George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Mr. Ortiz, Owner/Operator, addressed the Commission. Commissioner Renner asked whether Mr. Ortiz has served or held a liquor license in the past. Mr. Ortiz stated this would be the first time selling open alcohol at this particular location. So it is going to be more like margaritas and all that, but it is going to be more based also on the food, and has had no violations or problems with his business. His business currently seats approximately 60 persons.

Commissioner Powell asked whether all servers would have Basset certification. Mr. Ortiz stated they are currently working on that as well as hiring additional staff.

Assistant Police Chief Bays indicated no concerns with this establishment. Mr. Boyle concurred, no legal concerns.

Commissioner Renner asked for a motion to present this item to the City Council with a positive recommendation at the June 11, 2018, Council Meeting.

Commissioner Powell motioned seconded by Commissioner Renner.

Ayes: Commissioners Powell and Renner

Nays: None

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on May 8, 2018 in accordance with City Code. In accordance with City Code, approximately 68 courtesy copies of the Public Notice were mailed on May 8, 2018. In addition, the Agenda for the May 17, 2018 Special Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** This is a new liquor license. The current annual license fee is \$1,300 which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 109.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- Creation of New License Findings
- Questionnaire and Application

- Aerial Map

## **Chapter 6: Section 4B: Creation of New License – Findings**

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

OFFICE USE ONLY

Submittal Date: 04/24/18

Renewal Type (A, SA, Q): \_\_\_\_\_

Staff Initials: alara



### Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION COMPLETELY.

Individual/Partnership/Corporation/LLC:

Corporation

Doing Business As (D/B/A):

Tony's Tacos Downtown

Business Address:

105 W. Front St.

City/State:

Bloomington IL

Zip Code:

61701

Business Phone Number:

Business Email Address:

tonystacos0401pb@gmail.com

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. If anyone else applies, please list them under the other section and describe their title. *At least one person must live within McLean County.*

#### License Renewals

Name: Jesus Ortiz Phone Number: [REDACTED]

Address: [REDACTED] City: Bloomington Zip Code: [REDACTED]

Name: Norma Ortiz Phone Number: [REDACTED]

Address: [REDACTED] City: Bloomington Zip Code: [REDACTED]

#### Building Security

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

#### Other (Title): \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Building Owner Name: Ryan and Matt Szynkarek Phone Number: [REDACTED]

Address: [REDACTED] City: [REDACTED] Zip Code: [REDACTED]



# Liquor License 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:** (Please Circle)

<input checked="" type="radio"/> Y / <input type="radio"/> N	Have you attained the age of 21 years?	Y / <input checked="" type="radio"/> N	Have you ever had a Bloomington liquor license revoked for any cause?
<input checked="" type="radio"/> Y / <input type="radio"/> N	Have you been a resident of the City of Bloomington for one year?	Y / <input type="radio"/> N	Are you eligible for a state retail liquor dealer's license?
<input checked="" type="radio"/> Y / <input type="radio"/> N	Are you a citizen of the United States?	Y / <input checked="" type="radio"/> N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
<input checked="" type="radio"/> Y / <input type="radio"/> N	Are you a person of good character and reputation?	Y / <input checked="" type="radio"/> N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?
<input checked="" type="radio"/> Y / <input type="radio"/> N	Do you own or have a valid lease to the premises for which the license is sought?	Y / <input checked="" type="radio"/> N	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / <input checked="" type="radio"/> N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y / <input checked="" type="radio"/> N	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 / <input checked="" type="radio"/> N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y / <input checked="" type="radio"/> N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?



**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
W	Catering – Beer and Wine Only (NOT ABLE TO SELL ANY ALCOHOL)

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: To have adult beverages with their meals if desired.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? It will support the city by taxing being paid to city and an establishment to spend with family and friends.

5. Upon what facts do you base your answers to the previous question? By supporting the community grow and people gather together to know others and help our community grow together.

6. Do you intend to furnish live entertainment in the establishment to be licensed? (Please Circle) (Y) / N



a. If you answered "YES" to the previous question, state the nature of such entertainment: live music to entertain guest and support community

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (Please Circle) Y /  N

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? \_\_\_\_\_

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

Y /  N Public Dancing\*

Y /  N Tobacco\*

Y / N Amusement\* (If yes, which type: Gambling machines)

Y /  N Miscellaneous\* (If yes, which type: \_\_\_\_\_)

*alata \* understand no new applications until at least 2019/04*

\*All above license require additional application 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.



**IMPACT OF ESTABLISHMENT:**

1. State the location of your establishment:

Address: 105 W Front St. City/State: Bloomington, IL Zip Code: 61701

2. What hours will the establishment be open?

Monday: 11am to 11pm Tuesday: 11am to 11pm Wednesday: 11am to 11pm

Thursday: 11am to 2am Friday: 11am to 2am Saturday: 11am to 2am Sunday: 11am to 11pm

3. What type or types of building(s) adjoin the establishment? Attorney offices and Bar next door.

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? Atty office 9AM to 5pm

Bar 4pm to 2am

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.): 2way street, parking lot.

5. How much additional traffic do you expect the establishment with a liquor license to generate? Same amount as now, a little more in day

6. Describe on and off street parking facilities to handle traffic anticipated: parking lot across street

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 1 establishment



8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Mexican Food

a. Upon what facts do you base your answer to the previous question? there is only one Mexican establishment there but sells no liquor.

**RESPONSIBILITY:**

- 1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.
- 2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
- 3. Do you now or have you ever had a Bloomington liquor license? Yes  No 
  - 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 24 day of April, 2018.

**SIGNED:**

Jesus Ortiz  
 \_\_\_\_\_ Printed Name  
 \_\_\_\_\_  
 \_\_\_\_\_ Signature  
Owner  
 \_\_\_\_\_ Title  
 \_\_\_\_\_  
 \_\_\_\_\_ Address  
Bloomington IL \_\_\_\_\_  
 \_\_\_\_\_ City/State/Zip Code

Norma Ortiz  
 \_\_\_\_\_ Printed Name  
 \_\_\_\_\_  
 \_\_\_\_\_ Signature  
owner  
 \_\_\_\_\_ Title  
 \_\_\_\_\_  
 \_\_\_\_\_ Address  
Bloomington IL \_\_\_\_\_  
 \_\_\_\_\_ City/State/Zip Code



## 2018 License 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):

an individual  a partnership  a corporation

**A. If an Individual:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No

**B. 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 Code: \_\_\_\_\_

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No



C. If a Corporation:

Date of Incorporation: 3/21/18

State whether same is organized for profit  or nonprofit , under laws of the State of Illinois.

(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:

Name: Jesus Ortiz Title: owner

Address: [Redacted] City/State/Zip Code: Bloomington, IL [Redacted]

Name: Norma Ortiz Title: owner

Address: [Redacted] City/State/Zip Code: Bloomington IL [Redacted]

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

3. Location and description of the premises or place of business to be operated under this

license: 105 W Front St. Bloomington, IL 61701

Mexican Restaurant and Bar.

a. Trade Name: Tony's Tacos

Please answer the following questions by circling 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, 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, the information of the building owner:**

Name: Ryan and Matt Synkarek Term of Lease: 5/1/18 to 6/30/23  
Address: [REDACTED] City/State: Bloomington IL Zip Code: [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: We are a family owned Business, providing a nice family and friendly establishment for people to enjoy a delicious meal and a drinks. We want to be part of the community, where people can help support Bloomington by eating local. We own Tony's Tacos in Normal and have supported community and donated to schools and churches.





**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 24<sup>th</sup> day of April, 2018, 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.

Rachel Helms  
Notary Public

My Commission Expires: Dec - 27, 2019





2018 License Application
For the 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:

Tony's Tacos Downtown
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.



DATED this 24 day of April, 2018

A. Individual

Printed Name Signature

B. Partnership

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

C. Corporation

Tony's Tacos Corporate Name
Jesus Ortiz President of Company (Print Name)
[Redacted Signature] President of Company (Signature)
ATTEST:
Secretary
And the following officers, directors or majority stockholders:
Norma Ortiz Shareholder





TONYTAC-01

GPREWITT

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 04/25/2018

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).

<b>PRODUCER</b> Clemens & Associates, Inc. 2806 E Empire Bloomington, IL 61704	<b>CONTACT NAME:</b> Deanna Crane <b>PHONE (A/C, No, Ext):</b> (309) 662-2100 1235 <b>FAX (A/C, No):</b> (309) 665-4156 <b>E-MAIL ADDRESS:</b> dkcrane@clemensins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
Tony's Tacos Inc. 304 N. Main St., Ste C Normal, IL 61761	INSURER A : <b>Society Insurance</b> 15261 INSURER B : <b>RLI Surety Division</b> 13056 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BP16010175	04/12/2018	04/12/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per accident)	\$
	DED	RETENTION \$					PROPERTY DAMAGE (Per accident)	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N	N/A				EACH OCCURRENCE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						AGGREGATE	\$
A	Liquor Liability			BP16010175	04/12/2018	04/12/2019	PER STATUTE	OTH-ER
B	Liquor Bond			LSM0840272	03/04/2018	03/04/2019	E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							Limit	1,000,000
							Limit	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Effective 04/30/18 general liability and liquor liability will apply to the following location:

105 W. Front Street Bloomington, IL 61701

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington 109 E Olive Bloomington, IL 61701	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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**Bloomington / Normal  
Food & Beverage Tax  
Registration Form**

Illinois Business Tax (IBT) #: [REDACTED]  
 Date Business started at this location (Month\Day\Year): 10/01/2018  
 Describe your type of Business: Restaurant and Bar

DBA Business Name: Tony's Tacos Downtown  
 Address: 105 W Front St.  
 Bloomington IL  
 Contact: Jesus Ortiz Hernandez / Norma Ortiz  
 Phone: [REDACTED] Fax: Phone: [REDACTED]  
 Email: tonystacos040114@gmail.com

Owner/Corporate Name:  
 (if different from above)  
 Address: [REDACTED]  
 Bloomington IL [REDACTED]  
 Contact: Jesus Ortiz  
 Phone: [REDACTED] Fax:  
 Email: [REDACTED]

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

Type of Organization:  Sole Proprietorship  Partnership  
 Corporation  LLC  
 Other \_\_\_\_\_

Mail, Drop Off, Fax, or Email to: Address: City Hall Finance Department Room 207 109 E. Olive Street Bloomington, IL 61702 Fax: 309-434-2463 Email: finance@cityblm.org Phone: 309-434-2233

Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.  
 [REDACTED] Signature of Officer Empowered to Sign Date: 4/24/18  
 Norma Ortiz, owner / Jesus Ortiz, owner  
 Print Name and Title

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

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

File #: [REDACTED]

Approved By: BLA

**FILED**  
**MAR 21 2018**

Jesse White  
Secretary of State

1. Corporate Name: TONY'S TACO'S DOWNTOWN INCORPORATED

2. Initial Registered Agent: NORMA A ORTIZ

First Name

Middle Initial

Last Name

Initial Registered Office: [REDACTED]

Number

Street

Suite No.

BLOOMINGTON

IL

[REDACTED]

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	5000	1000	\$ 4000

**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 MARCH 21, 2018 [REDACTED]  
Month & Day Year Street  
NORMA ORTIZ BLOOMINGTON IL [REDACTED]  
Name City/Town State ZIP Code

# CLEMENS & ASSOCIATES, Inc.

2806 East Empire • Post Office Box 5190  
Bloomington, Illinois 61702-5190

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Phone (309) 662-2100 • Fax (309) 662-2134 • [www.clemensins.com](http://www.clemensins.com)

April 24, 2018

City of Bloomington

To Whom It May Concern:

Clemens and Associates Inc. will be providing business insurance, dram shop liability insurance and liquor bond for Tony's Tacos Downtown LLC, 105 W. Front St., Bloomington, IL. 61701 when they open up for business.

Thank you!



Doug Clemens

 **CLEMENS**  
INSURANCE



COLDWELL BANKER COMMERCIAL  
THE REAL ESTATE GROUP  
304 N. Hershey Road  
Bloomington, IL 61704

PH: (309) 662-3377  
FAX: (309) 664-3570

January 6, 2018

Matt & Ryan Szynekarek

Re: 105 W. Front Street, Bloomington, IL

Dear Matt and Ryan,

Please accept this as a Letter of Intent to lease space in the above referenced property according to the following terms and conditions as proposed by Tenant:

- Tenant:** Jesus & Norma Ortiz
- DBA:** Tony's Taco Downtown
- Premises:** Use of the finished Premises located at 105 W. Front, three story downtown building.
- Use:** Restaurant serving typical Mexican Food with Video Gaming.
- Term:** One Initial Term of Two (2) years with an option to buy after each year.  
Offer to buy for \$350,000, with rent paid credited towards purchase price.
- Base Rent:** \$3,000/month (\$36,000 annually) of Gross rent for Year 1  
\$3,100/month (\$37,200 annually) of Gross rent for Year 2
- Possession Date:** February-March 2018, upon completion of requested Landlord work.
- Rent Commencement Date:** Rent to commence on opening day.
- Landlord Improvements:** Landlord shall deliver the Premises with the following specifications at the Landlord's expense:
- Roof to be repaired correctly (see email from All Seasons Roofing)
  - Kitchen sink plumbing to be fixed
  - Grease trap to be hooked up to sink
  - Mop sink plumbing to be hooked up
  - Add light in mop sink area

**Tenant**

**Improvements:** Other than the above, Tenant shall finish the Premises, at Tenant's expense, to include all additional improvements, furniture, fixtures, equipment and exterior signage.

**Landlord Paid**

**Operating Expenses:** Landlord shall be responsible for real estate taxes and building insurance.

**Tenant Paid**

**Operating Expenses:** Tenant shall be responsible for all utilities separately metered to the Premises, garbage removal, janitorial and interior maintenance.

**Landlord**

**Responsibilities:** Landlord will remain responsible for the building structure, roof and HVAC and sprinkler systems.

**Other:**

Tenant will have full use of all the furniture, fixtures and equipment that are on the Premises at this time.

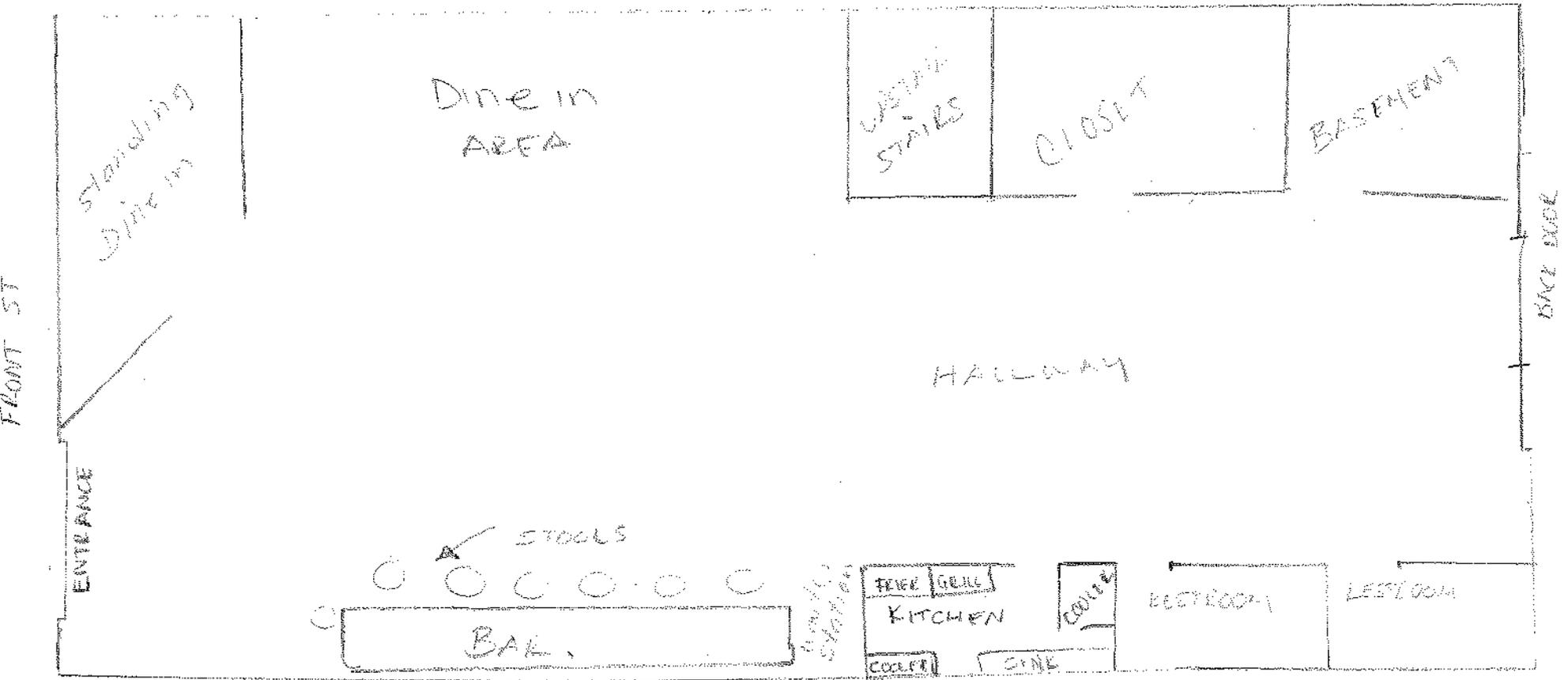
Request that the building be held off-market for the two-year lease.

Contingent upon approval of liquor license.

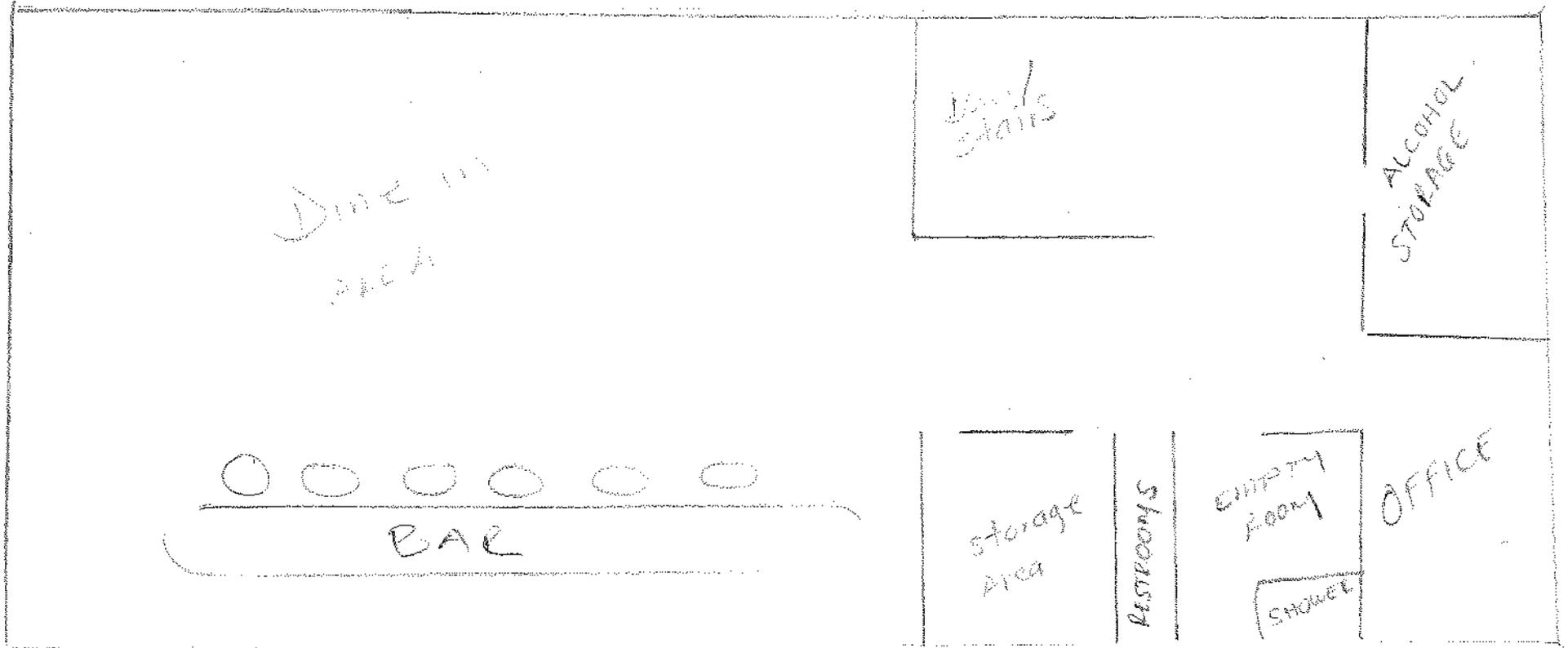
The terms and conditions described herein are for discussion purposes only and are non-binding on either party. The parties shall be obligated and bound only by the terms and conditions contained in a fully executed lease document.

Sincerely,

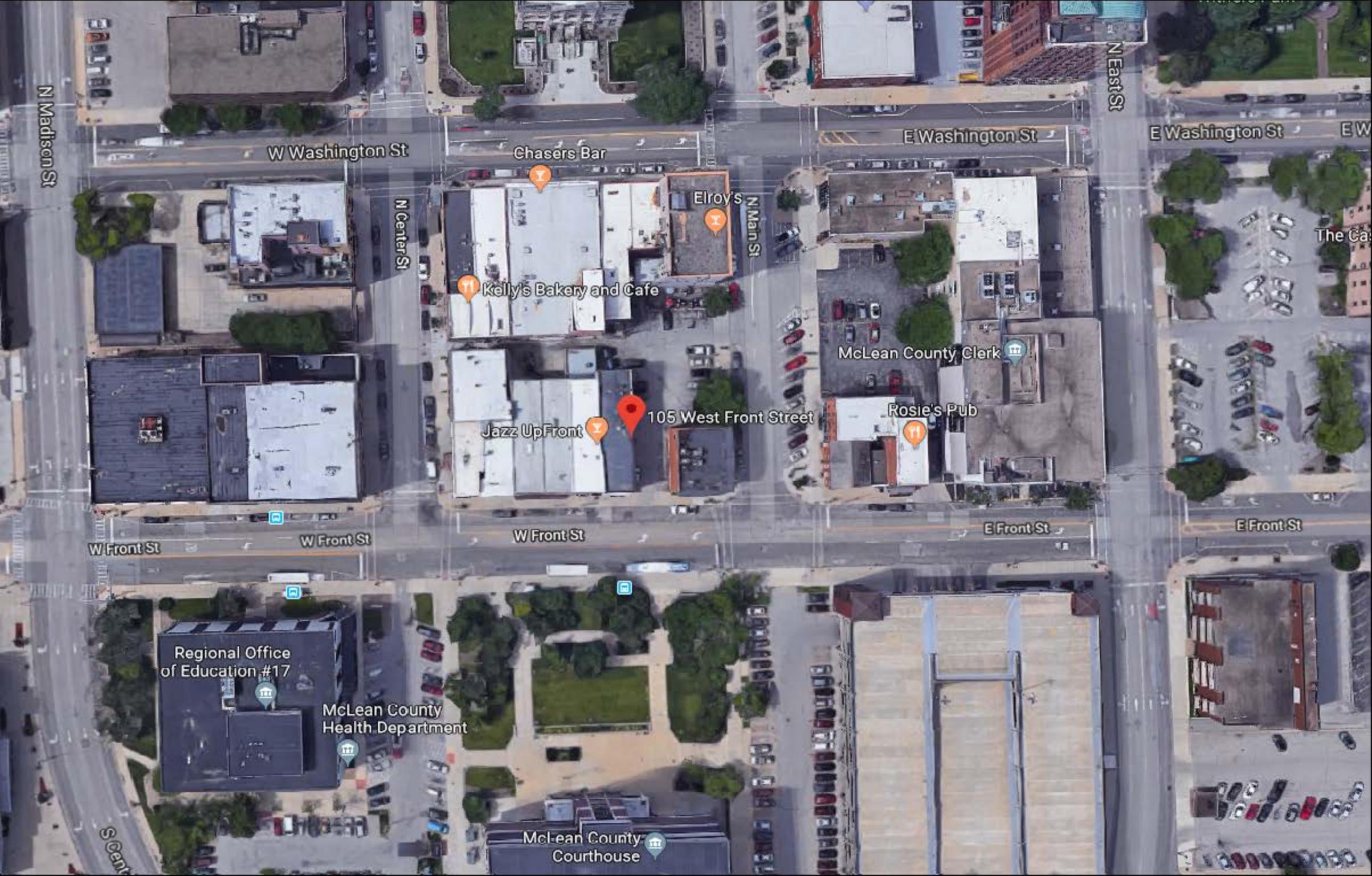
TONY'S TACOS INC.  
105 W. FRONT ST  
BLOOMINGTON IL 61701



TONY'S TACOS INC.  
105 W. FRONT ST  
BLOOMINGTON IL 61701



Tony's Tacos Downtown - 105 W. Front St., Bloomington, IL 61701





## CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of an application submitted by Hacienda Leon, Inc., d/b/a Hacienda Leon located at 407 N. Hershey Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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.

**RECOMMENDATION/MOTION:** The application of Hacienda Leon, Inc., d/b/a Hacienda Leon located at 407 N. Hershey Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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 be approved contingent upon contingent with all health and safety codes and compliance with BASSET training requirements.

**STRATEGIC PLAN LINK:** Goal 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** Bloomington Liquor Commissioner, Tari Renner, called a public hearing on May 17, 2018 on the application submitted Hacienda Leon, Inc., d/b/a Hacienda Leon located at 407 N. Hershey Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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.

Present were: Commissioners Tari Renner and Lindsey Powell; George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Lydia Hidalgo, of Macomb, Illinois, and Juan Carlos Hidalgo of Bloomington appeared before the Commission for the public hearing.

Commissioner Renner asked whether the two have had any experience with restaurants and serving alcohol or running an operation with alcohol in the past. Lydia Hidalgo stated she and her family have been in the restaurant business for over 20 years. She started working in the family's local restaurant in Macomb, Illinois. They expanded their corporation and the family opened several locations in different cities, like in Toledo, Illinois, Rushville, Illinois, and Carthage, Illinois. She is the owner, and is aware of Basset Training requirements.

In response to questioning from Mr. Boyle, Mr. Hildalgo stated he would be the local manager and has a great deal of experience in working in restaurants that serve alcohol.

Assistant Police Chief Bays indicated no concerns with this establishment. Mr. Boyle concurred, no legal concerns.

Commissioner Renner asked for a motion to present this item to the City Council with a positive recommendation at the June 11, 2018, Council Meeting.

Commissioner Powell motioned seconded by Commissioner Renner.

Ayes: Commissioners Powell and Renner

Nays: None

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on May 8, 2018 in accordance with City Code. In accordance with City Code, approximately 42 courtesy copies of the Public Notice were mailed on May 8, 2018. In addition, the Agenda for the May 17, 2018 Special Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** This is a new liquor license. The current annual license fee is \$1,300 which will be recorded in the Non-Departmental-Liquor License account (10010010-51010). Stakeholders can locate this in the FY 2018 Proposed Budget Book titled "Budget Overview & General Fund" on page 109.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen

Interim City Manager

**Attachments:**

- Creation of New License Findings
- Questionnaire and Application
- Aerial Map

## **Chapter 6: Section 4B: Creation of New License – Findings**

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

OFFICE USE ONLY

Submittal Date: 4/18/16

Renewal Type (A, SA, Q): \_\_\_\_\_

Staff Initials: dm



## Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION COMPLETELY.

Individual/Partnership/Corporation/LLC:	Hacienda Leon, Inc.
Doing Business As (D/B/A):	Hacienda Leon
Business Address:	407 N. Hershey Road
City/State:	Bloomington, IL
Zip Code:	61704
Business Phone Number:	309 319 2131
Business Email Address:	Haciendaleon1@gmail.com

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. If anyone else applies, please list them under the other section and describe their title. *At least one person must live within McLean County.*

### License Renewals

Name: Lydia Hidalgo Phone Number: [REDACTED]

Address: [REDACTED] City: Macomb Zip Code: [REDACTED]

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### Building Security

Name: Juan C. Hidalgo Belli Phone Number: [REDACTED]

Address: [REDACTED] City: Bloomington Zip Code: [REDACTED]

### Other (Title): Owner

Name: Roberto Leon Phone Number: [REDACTED]

Address: [REDACTED] City: Rushville Zip Code: [REDACTED]

Building Owner Name: Asia, LLC - Mike Liu Phone Number: [REDACTED]

Address: [REDACTED] City: Bloomington Zip Code: [REDACTED]



# Liquor License 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: (Please Circle)

<input checked="" type="radio"/> Y / <input type="radio"/> N	Have you attained the age of 21 years?	<input type="radio"/> Y / <input checked="" type="radio"/> N	Have you ever had a Bloomington liquor license revoked for any cause?
<input type="radio"/> Y / <input checked="" type="radio"/> N	Have you been a resident of the City of Bloomington for one year?	<input checked="" type="radio"/> Y / <input type="radio"/> N	Are you eligible for a state retail liquor dealer's license?
<input checked="" type="radio"/> Y / <input type="radio"/> N	Are you a citizen of the United States?	<input type="radio"/> Y / <input checked="" type="radio"/> N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
<input checked="" type="radio"/> Y / <input type="radio"/> N	Are you a person of good character and reputation?	<input type="radio"/> Y / <input checked="" type="radio"/> N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?
<input checked="" type="radio"/> Y / <input type="radio"/> N	Do you own or have a valid lease to the premises for which the license is sought?	<input type="radio"/> Y / <input checked="" type="radio"/> N	Have you ever been convicted of a felony under the laws of the United States or any state?
<input type="radio"/> Y / <input checked="" type="radio"/> N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	<input type="radio"/> Y / <input checked="" type="radio"/> N	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)
<input type="radio"/> Y / <input checked="" type="radio"/> N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	<input type="radio"/> Y / <input checked="" type="radio"/> N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?



# Liquor License 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.

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**LEGAL REQUIREMENTS:** (Please Circle)

- |                                                                                                                                                                      |                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="radio"/> Y / <input type="radio"/> N Have you attained the age of 21 years?                                                                  | <input type="radio"/> Y / <input checked="" type="radio"/> N Have you ever had a Bloomington liquor license revoked for any cause?                                                                                                       |
| <input type="radio"/> Y / <input checked="" type="radio"/> N Have you been a resident of the City of Bloomington for one year?                                       | <input checked="" type="radio"/> Y / <input type="radio"/> N Are you eligible for a state retail liquor dealer's license?                                                                                                                |
| <input type="radio"/> Y / <input checked="" type="radio"/> N Are you a citizen of the United States?                                                                 | <input type="radio"/> Y / <input checked="" type="radio"/> N Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?                                                 |
| <input checked="" type="radio"/> Y / <input type="radio"/> N <i>Resident</i><br>Are you a person of good character and reputation?                                   | <input type="radio"/> Y / <input checked="" type="radio"/> N Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?                                 |
| <input checked="" type="radio"/> Y / <input type="radio"/> N Do you own or have a valid lease to the premises for which the license is sought?                       | <input type="radio"/> Y / <input checked="" type="radio"/> N Have you ever been convicted of a felony under the laws of the United States or any state?                                                                                  |
| <input type="radio"/> Y / <input checked="" type="radio"/> N Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | <input type="radio"/> Y / <input checked="" type="radio"/> N Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence?<br><i>(If applicant is a corporation)</i> |
| <input type="radio"/> Y / <input checked="" type="radio"/> N Have you ever been convicted of pandering or any other crime opposed to decency and morality?           | <input type="radio"/> Y / <input checked="" type="radio"/> N Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?                       |



# Liquor License 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: (Please Circle)

- |                                                              |                                                                                                         |                                                              |                                                                                                                                                                             |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="radio"/> Y / <input type="radio"/> N | Have you attained the age of 21 years?                                                                  | <input type="radio"/> Y / <input checked="" type="radio"/> N | Have you ever had a Bloomington liquor license revoked for any cause?                                                                                                       |
| <input checked="" type="radio"/> Y / <input type="radio"/> N | Have you been a resident of the City of Bloomington for one year?                                       | <input checked="" type="radio"/> Y / <input type="radio"/> N | Are you eligible for a state retail liquor dealer's license?                                                                                                                |
| <input type="radio"/> Y / <input checked="" type="radio"/> N | Are you a citizen of the United States?                                                                 | <input type="radio"/> Y / <input checked="" type="radio"/> N | Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?                                                 |
| <input checked="" type="radio"/> Y / <input type="radio"/> N | <i>Resident</i><br>Are you a person of good character and reputation?                                   | <input type="radio"/> Y / <input checked="" type="radio"/> N | Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?                                 |
| <input checked="" type="radio"/> Y / <input type="radio"/> N | Do you own or have a valid lease to the premises for which the license is sought?                       | <input type="radio"/> Y / <input checked="" type="radio"/> N | Have you ever been convicted of a felony under the laws of the United States or any state?                                                                                  |
| <input type="radio"/> Y / <input checked="" type="radio"/> N | Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | <input type="radio"/> Y / <input checked="" type="radio"/> N | Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence?<br><i>(If applicant is a corporation)</i> |
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slaw



**NATURE OF LICENSE:**

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

TYPE	DESCRIPTION
CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (NOT ABLE TO SELL ANY ALCOHOL)

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

3. State the significance of a liquor license to your establishment, present or future: The sale of alcoholic drinks will help the business to grow

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? The sale of alcoholic drinks will contribute more sales tax to the City and thus, benefit the the residents of Bloomington

5. Upon what facts do you base your answers to the previous question? Experience with our other restaurants

6. Do you intend to furnish live entertainment in the establishment to be licensed? (Please Circle) Y / N

alara



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 sale of alcohol? (Please Circle) Y/N

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? sale of food

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

Y/N Public Dancing\*

Y/N Tobacco\*

Y/N Amusement\* (If yes, which type: \_\_\_\_\_)

Y/N Miscellaneous\* (If yes, which type: \_\_\_\_\_)

\*All above license require additional application 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.



**IMPACT OF ESTABLISHMENT:**

1. State the location of your establishment:

Address: 407 N. Hershey Road City/State: Bloomington, IL Zip Code: 61704

2. What hours will the establishment be open?

Monday: 11 a.m. - 10 p.m. Tuesday: 11 a.m. - 10 p.m. Wednesday: 11 a.m. - 10 p.m.

Thursday: 11 a.m. - 10 p.m. Friday: 11 a.m. - 10 p.m. Saturday: 11 a.m. - 10 p.m. Sunday: 11 a.m. - 10 p.m.

3. What type or types of building(s) adjoin the establishment? None

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? Not applicable

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

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Two-way

5. How much additional traffic do you expect the establishment with a liquor license to generate? None

6. Describe on and off street parking facilities to handle traffic anticipated: No additional traffic is anticipated

7. How many establishments with liquor licenses are located within the immediate area of your establishment? One - Hooters restaurant is next door

2/2/11



8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? normal lunch and dinner traffic

a. Upon what facts do you base your answer to the previous question? Demand at our other restaurants

**RESPONSIBILITY:**

- 1. If establishment *is presently in operation*, attach a financial statement of the establishment's last fiscal year.
- 2. If establishment *is not presently in operation*, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).
- 3. Do you now or have you ever had a Bloomington liquor license? Yes  No 
  - 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 17 day of April, 20 18.

**SIGNED:**

Roberto Leon  
 \_\_\_\_\_  
 Signature  
President  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Address  
Rushville \_\_\_\_\_  
 City/State/Zip Code

Lidia Hidalgo  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Signature  
Secretary  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Address  
Maconb \_\_\_\_\_  
 City/State/Zip Code

alaw



8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? normal lunch and dinner traffic

a. Upon what facts do you base your answer to the previous question? Demand at our other restaurants

**RESPONSIBILITY:**

- 1. If establishment *is presently in operation*, attach a financial statement of the establishment's last fiscal year.
- 2. If establishment *is not presently in operation*, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).
- 3. Do you now or have you ever had a Bloomington liquor license? Yes  No 
  - 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 18 day of April, 2018.

**SIGNED:**

Juan Hidalgo Belli  
Printed Name

[Redacted Signature]  
Signature

Treasurer  
Title

[Redacted Address]  
Address

Bloomington IL [Redacted]  
City/State/Zip Code

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

Alana



2018 License Application
For the 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:

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

2. The undersigned applicant is (Check One):

\_\_\_ an individual \_\_\_ a partnership X a corporation

A. If an Individual: Name: Age: Address: City/State/Zip Code: Have you been a legal resident of City of Bloomington for more than One (1) year? Yes No

B. 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 Code: Have you been a legal resident of City of Bloomington for more than One (1) year? Yes No

alan



C. If a Corporation:

Date of Incorporation: September 5, 2017

State whether same is organized for profit X or nonprofit, under laws of the State of Illinois.

(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:

Name: Roberto Leon Title: President

Address: [Redacted] City/State/Zip Code: Rushville, [Redacted]

Name: Lydia Hidalgo Title: Secretary

Address: [Redacted] City/State/Zip Code: Macomb, [Redacted]

Name: Juan Hidalgo Bellis Title: Treasurer

Address: [Redacted] City/State/Zip Code: Bloomington, [Redacted]

Name: Title:

Address: City/State/Zip Code:

3. Location and description of the premises or place of business to be operated under this license: 407 N. Hershey Road, Bloomington - mexican restaurant

a. Trade Name: Hacienda Leon

Please answer the following questions by circling 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?

Alan



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, 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, the information of the building owner:

Name: Asia, LLC Term of Lease: 9/1/17 to 8/31/22

Address: [redacted] City/State: Bloomington, IL Zip Code: [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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Asia



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 17<sup>th</sup> day of April, 2018

**A. Individual**

---

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

**B. Partnership**

---

Business Name \_\_\_\_\_

---

Printed Name of Partner \_\_\_\_\_ Signature of Partner \_\_\_\_\_

---

Printed Name of Partner \_\_\_\_\_ Signature of Partner \_\_\_\_\_

---

Printed Name of Partner \_\_\_\_\_ Signature of Partner \_\_\_\_\_

**C. Corporation**

---

Hacienda Leon  
Corporate Name \_\_\_\_\_

---

Roberto Leon \_\_\_\_\_  
President of Company (Print Name) \_\_\_\_\_ President of Company (Signature) \_\_\_\_\_

ATTEST:  
Lidia Hidalgo \_\_\_\_\_  
Secretary

**And the following officers, directors or majority stockholders:**

Juan Hidalgo Belli \_\_\_\_\_

---



NOTARY ACKNOWLEDGEMENT

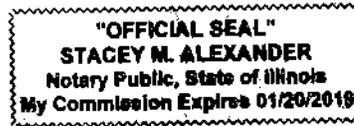
STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

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 17th day of April, 2018, 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.

[Handwritten signature of Stacey M. Alexander]
Notary Public

My Commission Expires: 1/20/2019





Sunday Sales

## 2018 License 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:

Hacienda Leon, Inc.

\_\_\_\_\_  
NAME OF APPLICANT

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

1. A CLASS RA/S 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.



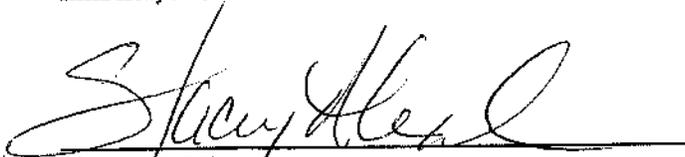


**NOTARY ACKNOWLEDGEMENT**

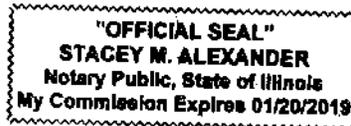
STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF MCLEAN     )

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 17<sup>th</sup> day of April, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1/20/2019





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/19/2018

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).

<b>PRODUCER</b> Hometown Insurance, Inc. 305 W Northtown Rd Suite C		<b>CONTACT NAME:</b> Veronica Martinez	
		<b>PHONE (A/C, No, Ext):</b> (877) 799-9227	<b>FAX (A/C, No):</b> (309) 244-4038
		<b>E-MAIL ADDRESS:</b> veronica@hometowninsinc.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
Normal	IL 61761	<b>INSURER A:</b> Berkshire Hathaway Guard	<b>NAIC #</b>
<b>INSURED</b> Hacienda Leon Inc, DBA: Hacienda Leon Inc 407 N Hershey Rd  Bloomington		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1831907747                      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			HABP920461	03/14/2018	03/14/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMPI/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						Employee Benefits \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident) \$
	DED	RETENTION \$					EACH OCCURRENCE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTHER
	Liquor Liability			HABP920461	03/14/2018	03/14/2019	E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Each Occurrence 600,000

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 

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alga

(800) 217-1792

**LICENSE AND PERMIT BOND**

Bond Number W150307341

KNOW ALL PERSONS BY THESE PRESENTS, that we Hacienda Leon Inc  
407 N Hershey Rd 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 Obligee in the sum of Ten Thousand Dollars (\$ 10,000.00),  
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 Obligee for a license to or permit as a  
Liquor License.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal  
shall indemnify said Obligee against all loss which the Obligee 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 Obligee; 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 Obligee.

The term of this bond is for a period commencing February 9, 2018  
and terminating February 9, 2019 provided, however, this bond may be  
continued from year to year by continuation certificate executed by said Surety.

Signed, sealed and dated the 9th day of February, 2018.

Hacienda Leon Inc

Principal

By:



Old Republic Surety Company

Surety

By:

*Roberta S. Wetherow*

Attorney-in-Fact



*slan*

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Roberta S. Witherow 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: 2/9/2018 12:00:00 AM

Bond Number: W150307341 Bond Amount: Ten Thousand Dollars \$ 10,000.00

Principal Name: Hacienda Leon 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 9th day of February, 2018

Jane E. Cherney Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, 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.



Kathryn R. Pearson Notary Public

My Commission Expires: 09/28/2018

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.

0400056



Signed and sealed at the City of Brookfield, WI this 9th day of February, 2018

Jane E. Cherney

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

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

File #: [REDACTED]

Approved By: MAJ

**FILED**  
**SEP 05 2017**  
 Jesse White  
 Secretary of State

1. Corporate Name: HACIENDA LEON, INC.

2. Initial Registered Agent: ELIZABETH L. DUVALL

	First Name	Middle Initial	Last Name
Initial Registered Office:	[REDACTED]	[REDACTED]	[REDACTED]
	Number	Street	Suite No.
	[REDACTED]	[REDACTED]	[REDACTED]
	City	ZIP Code	County
	[REDACTED]	[REDACTED]	[REDACTED]

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	100	\$ 1

**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 SEPTEMBER 05, 2017 at [REDACTED]  
Month & Day                      Year                      Street

LYDIA HIDALGO  
Name                      City/Town                      State                      ZIP Code

Asia, LLC Lease

LEASE  
ARTICLE I. BASIC LEASE PROVISIONS

Section 1.1 Basic Lease Provisions.

- A. DATE MADE: September 1, 2017
- B. LANDLORD: Asia, LLC  
8 Chatsford Ct.  
Bloomington, IL 61704
- C. TENANT(S): Hacienda Leon, Inc.
- D. ADDRESS OF TENANT: 407 N. Hershey Road  
Bloomington, IL 61704
- E. TENANT'S TRADE NAME: Hacienda Leon, Inc.
- F. LEASE TERM: 5 years
- G. COMMENCEMENT DATE: September 1, 2017
- TERMINATION DATE: August 31, 2022
- H. FIXED RENT: \$8,500 per month beginning on December 1, 2017 plus insurance and property tax contributions as described in Section 4.3 below.
- SECURITY DEPOSIT: \$8,500
- I. THREE-MONTH RENTAL GRACE PERIOD: Tenant shall pay no rent from September 1st through November 30<sup>th</sup>, 2017
- J. LEASED PREMISES: (Use: Restaurant)  
Approximately 7,000 square feet, more or less, located at: 407 N. Hershey Road, Bloomington, IL 61704

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 is 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 real estate property in McLean County, Illinois and commonly known as 407 N. Hershey Road, Bloomington, Illinois 61704. The premises contain approximately 7,000 square feet of floor space. In addition, included in the Lease are the equipment and fixtures for a fully functional restaurant, all of which, at all times, remain the property of Landlord. A complete listing of fixtures and equipment is attached as Exhibit A.

**Section 2.2 Leased Premises and Permitted Use.** Landlord hereby leases to Tenant, and Tenant accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the premises sometimes herein referred to as the "Leased Premises" as described in Article 1.

**Section 2.3 Lease Term and Contingency.** The lease term shall be for five years, beginning on the Commencement Date and end on the Termination Date noted in Section 1.1. The Tenant accepts the premises "as is". The continuation and term of the lease is contingent on Tenant obtaining a liquor license from the City of Bloomington and/or other appropriate governmental body. Tenant will take steps to obtain the liquor license as soon as practicable upon signing the lease. In the unlikely event the liquor license is denied, Tenant will have thirty days in which to inform Landlord if it desires to cancel the lease based on this contingency.

**Section 2.4 Option to Purchase.** At the end of the lease term, Tenant may exercise an Option to Purchase the Leased Premises at a price of \$1,300,000.00 (1.3 million dollars), as agreed to by the Tenant and Landlord. Tenant will notify Landlord of its intent to purchase at least three months prior to the expiration of the lease term (by May 31st, 2022).

## ARTICLE III. INSTALLATION OF LEASEHOLD IMPROVEMENTS

**Section 3.1 Leasehold Improvements.** Tenant may install leasehold improvements in, and signs at, the Lease Premises only upon submitting written plans and specifications of the proposed improvements to Landlord and receiving a written approval from Landlord. The written plans shall be provided at the expense of the Tenant. The parties acknowledge that the Tenant has submitted, and Landlord has agreed to, plans for initial leasehold improvements to be carried out over a three-month period beginning at the commencement of the lease on September 1, 2017. TENANT ACKNOWLEDGES THAT NO LIENS OR ENCUMBRANCES OF ANY KIND OR NATURE ARE TO BE PLACED ON THE PREMISES, EITHER DIRECTLY OR INDIRECTLY, IN ANY MANNER WHATSOEVER, BY OR FOR THE BENEFIT OF TENANT.

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

**Section 4.1 The Rent and Rental Adjustment.** Upon the execution of this Lease, Tenant agrees to pay the first month's rent and all successive monthly rental payments to Landlord, or to such other person as Landlord may direct, without demand, on the first day of each calendar month included in the lease term, in an amount equal to the fixed monthly rent as provided for in Article 1. Except that, Landlord and Tenant agree that a one-time rent grace period will be in effect from September 1, 2017 through November 30, 2017, with the first month's rent of \$8,500 due on December 1, 2017, and for all successive months in the lease term.

**Section 4.2 Security Deposit.** The security deposit will be in an amount as provided in Section 1.1 H, which is \$8,500.

**Section 4.3 Property Taxes, Insurance, Repairs and Maintenance.** Tenant agrees to pay the property taxes accrued on the property during the term of this lease, except that Tenant will not be responsible for property taxes for the first three-month period from September 1, 2017- November 30, 2017. In addition, Tenant agrees to pay Landlord's insurance on the building, as well as any repair cost and/or maintenance inside the building incurred by Landlord at Tenant's expense during the term of this lease and any extensions, and shall pay the same within fifteen (15) days after Landlord provides Tenant with the invoice.

**ARTICLE V. UTILITY SERVICES**

**Section 5.1 Heating, Ventilating and Utilities.** Tenant shall pay for all electricity and heat used in the Leased Premises, and all water and sewer charges, and any and all other applicable utilities, at its own cost and expense.

**ARTICLE VI. LANDLORD'S ADDITIONAL COVENANTS**

**Section 6.1 Repairs by Landlord.** Landlord agrees, at Landlord's expense and discretion, to keep the roof, façade, basic structural aspects of the building -including HVAC, plumbing, and electrical mechanicals - outside doors, outside walls and foundations of the Leased Premises maintained in good repair and condition, according to reasonable standards of quality and good appearance that meet or exceed the standards required by the City of Bloomington. If Landlord determines that repairs or general maintenance is necessary, Landlord will provide Tenant a written notice of the proposed repairs or maintenance at least fifteen (15) days prior to the initiation of the proposed repair or maintenance. If Tenant desires repairs or maintenance done to the face, outside doors or outside walls, Tenant shall provide Landlord written notice of the request to Landlord. Landlord shall then determine whether such repairs or maintenance are needed according to reasonable standards in the community for other similar properties. If the repairs or maintenance are deemed necessary, Landlord will be required to commence and

finish any such repair or maintenance with reasonable promptness. Except as provided in Section 6.1, Landlord is not obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or to any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant as provided in this Lease, including but not limited to those set out in Section 7.1 below.

**Section 6.2 Quiet Enjoyment.** Landlord 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, will not be disturbed by Landlord, or anyone acting on Landlord's behalf.

**Section 6.3 Approval Not Unreasonably Withheld.** Landlord agrees that when its consent or approval is required under the terms of the Lease, that approval will not be unreasonably withheld.

#### ARTICLE VII. TENANT'S ADDITIONAL COVENANTS

**Section 7.1 Affirmative Covenants.** Tenant agrees -- at its expense, and at all periods during the Lease Term and/or when Tenant occupies the Leased Premises:

- 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 payable by Tenant under the terms of this Lease, without any setoffs or counterclaims.
- B. To operate its business in the Leased Premises under the trade name provided in Article I, and to conduct its business at all times in a lawful, reputable manner.
- C. Except for repairs required by Landlord in Article VI, to keep the Leased Premises in its entirety clean, neat, safe and in good working order and condition (including all necessary painting and decorating), and to keep all glass (including that in windows, doors, fixtures and skylights) clean and in good condition, and to replace glass which may become damaged or broken with glass of the same quality. Tenant shall arrange for the regular pickup of trash and garbage, and shall not burn any trash or garbage at any time in or about the building. Tenant shall dispose of trash and garbage daily, in a manner compliant with all laws, regulations or ordinances of any health department or other regulating body that has jurisdiction over the property. In addition, Tenant will be responsible for any lawn care, outside maintenance of landscaping, snow and ice removal, parking lot cleaning and general routine care and maintenance of the parking lot and outside areas for 407 N. Hershey Road, Bloomington, IL 61704.
- D. To make all repairs, alterations, additions or replacements to the leasehold improvements located in the Leased Premises required by law or ordinance, or any other order or regulation of any public authority or 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.

- E. To pay promptly for any work done to the Leased Premises so that it shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all work in a good manner, employing materials of good quality; to perform such work only with contractor's approval, which such approval cannot unreasonably be withheld, to comply with all governmental requirements, and to hold Landlord and Landlord's beneficiaries and agents harmless and indemnified from all liability, injury, loss, cost, damages and/or damage to, or loss or destruction of any property proximately resulting from a negligent act or omission of Tenant or its agents. **ABSOLUTELY NO LIENS OR ENCUMBRANCES OF ANY KIND ARE PERMITTED OR ALLOWED TO BE PLACED ON THE PROPERTY, EITHER DIRECTLY OR INDIRECTLY, IN ANY MANNER WHATSOEVER, BY OR FOR THE BENEFIT OF TENANT.**
- F. To hold 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, including acts of God such as tornado, wind, fire or flood, while on the Leased Premises or any other part of the property, proximately caused by any negligent act or omission of Tenant or its agents; to maintain through responsible companies approved by Landlord, public liability insurance including casualty insurance, insuring Landlord, Landlord's beneficiaries and agents, and Tenants, against all claims, demands or actions for injury to, or death of, any one person in an amount of not less than \$3,000,000.00, under a combined single limit. Tenant shall also fully insure Landlord against any loss or damage by boilers or compressors, if there is a boiler or compressor in the Leased Premises; to maintain plate glass insurance covering all exterior plate glass in the Leased Premises and fire insurance with usual extended coverage endorsements as Landlord may from time to time reasonably require covering all of Tenant's stock in trade, fixtures, furnishings, floor coverings and equipment in the Leased Premises as well as the structure itself owned by Landlord. All insurance shall provide that it will not be subject to cancellation, termination or modification except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of required premiums, shall be deposited with Landlord on or before September 1, 2017, and upon such renewals of 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 these insurance requirements, Landlord may obtain such insurance and keep it in effect, and Tenant shall pay Landlord the premium cost on demand. Landlord must be named as an additional insured on the insurance policy(ies).

- G. To permit Landlord, or its agents, to enter the Leased Premises at a reasonable time with a 24-hour notice, for inspection, making repairs, additions or alterations to the Leased Premises and/or to show the Leased Premises to prospective purchasers, lenders or Tenants.
- H. To remove, at the termination of the Lease, Tenant's goods and effects which are not permanently affixed to the Leased Premises, and not owned by Landlord; to remove alterations and additions made by Tenant as Landlord may request, and repair any damage caused by such removal, provided, however, that such damage shall include only damage to that portion of the Leased 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 appropriation by eminent domain excepted. Also excepted is any damage, disrepair or other condition that Landlord is obligated to repair or correct. All fixtures, furnishings, floor coverings and equipment which are permanently affixed to the Leased Premises shall become the property of the Landlord. And personal property of Tenant not removed within ten (10) days following the termination of this Lease shall become the property of Landlord.
- I. To execute any instrument subordinating this Lease to any mortgages or trust deed to be placed on the property as security for an indebtedness, so long as the mortgagee or trustee so named executes a non-disturbance agreement on the same date, which shall provide the following protections to Tenant: (a) as long as Tenant is not in default, the mortgagee or trustee shall not interfere with or diminish the Tenant's possession of the Leased Premises, and/or Tenant's rights and privileges under the Lease; (b) the mortgagee or trustee succeeds to the interest of the Landlord under the Lease, and (c) the mortgagee or trustee agrees to be bound under the terms of the Lease.
- J. To remain fully obligated under this Lease, notwithstanding any assignment or sublease, or any waiver granted by Landlord to Tenant, assignee or sublessee.
- K. To give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Leased Premises or which Tenant has knowledge.

**Section 7.2 Negative Covenants.** Tenant agrees at all times during the Lease Term and/or during any further time Tenant occupies any part of the Leased Premises:

- A. NOT to injure, overload, deface or otherwise harm the Leased Premises; not to commit any nuisance, nor unreasonably annoy owners or occupants of neighboring property; not to use the Leased Premises for any hazardous purpose or in any manner that will suspend, void or make inoperative any policies of insurance of the kind generally in use in the State and/or at any time carried on the Leased Premises

or any improvements; not to use the Leased Premises in any manner that will increase the cost of any of Landlord's insurance; not to burn any trash or garbage within the property; not to make any use of the Leased Premises which is improper, offensive or contrary to any law, ordinance or regulation of any governmental authority applicable to the premises; not to use any sidewalks or walkways for the storage or disposal of trash or refuse; not to install or use any sign or other advertising device on the exterior of the Leased Premises other than an identity sign approved by Landlord, whose approval cannot be unreasonably withheld; not to use or permit any or all of the Leased Premises to be used as living quarters, sleeping apartments or lodging rooms, and not to act in a way that would injure the reputation of Landlord or the premises.

- B. NOT to make any alterations or additions, including any holes in the walls, without the prior written consent of Landlord; and not to permit the painting or placement of any exterior signs, placards or other advertising, awnings, aerials, antennas or the like, without first obtaining the written consent of the Landlord.
- C. NOT to sell, mortgage, pledge or in any manner transfer this Lease or any interest in it, by operation of law or otherwise, without the prior written consent of Landlord.
- D. NOT to allow any mechanic's lien to be filed against the Leased Premises or any interest therein based on any work, labor, services or materials performed at or furnished to the Leased Premises. If any such lien is filed, Tenant shall promptly cause it to be discharged, by payment, bond or order of a court of competent jurisdiction, but Tenant shall have the right to contest any such lien, provided security satisfactory to Landlord is deposited with Landlord. If Tenant fails to discharge the lien within thirty (30) days of being notified of the filing date (before judgment of sale thereunder) then in addition to any right or remedy of Landlord, Landlord may -- but is not obligated to -- discharge the lien and all costs, and expenses, including reasonable attorney's fees, incurred by Landlord in discharging the lien shall be deemed to be additional rent and, together with interest as provided in Article IX, shall be due and payable by Tenant on the first day of the next month. Nothing in this Lease shall be construed as consent on the part of Landlord to subject Leased Premises to any lien or liability under the Mechanic's Lien Law of the State of Illinois.

#### ARTICLE VIII. DAMAGE OR TAKING RESTORATION

**Section 8.1 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 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, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as above provided or (b) the Leased Premises are damaged to the extent of fifty percent (50%) or more of the 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 the casualty. If Tenant has made payments after the casualty Landlord shall make prompt repayment to Tenant. If the casualty, repair and/or rebuilding renders the Leased Premises uninhabitable, in whole or in part, a proportionate abatement of the fixed minimum rent (computed on the basis of square footage rendered uninhabitable) shall be allowed from the date of the casualty until the date Landlord completes its work. If Landlord is required, or elects to, repair and Tenant has closed its business during repairs, Tenant shall promptly reopen when repairs are completed.

**Section 8.2 Eminent Domain.** If all of the Leased Premises is taken by any public authority, by exercise or under threat of exercise of eminent domain, the Lease shall terminate as of the day possession is taken by the public authority. Tenant shall pay rent up to that date, with an appropriate refund by Landlord for any rent paid in advance for any period after the date possession is taken. If less than all of the Leased Premises is taken by eminent domain, the Lease shall cease only on the parts so taken, with any rent due equitably adjusted. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work in order that the remaining premises operate as a complete architectural unit, provided that repairs or alterations are not required if they exceed the award received by Landlord. If Landlord does not make all necessary repairs or alterations as described above, the Lease shall terminate, with Tenant paying rent up to the day partial possession was taken and/or an appropriate refund is given to Tenant for any rent paid in advance for any period after the date of possession. If more than twenty-five percent (25%) of the floor area of the Leased Premises is taken, Landlord may terminate the Lease by providing written notice to Tenant. The foregoing provisions are without prejudice to the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Landlord nor Tenant shall have any rights in or to any award made the other party by the condemning party.

#### **ARTICLE IX. DEFAULTS AND REMEDIES**

**Section 9.1 Defaults by Tenant.** Landlord may terminate this Lease in the event of non-payment of rent by Tenant for more than fifteen (15) days, or in the event of any other breach which Tenant does not cure within thirty (30) days of receipt of written notice of the breach from Landlord. However, if Tenant diligently commences and continues efforts to cure such breach (other than non-payment of rent), the time for cure shall be extended for so long as Tenant's diligent efforts continue. Landlord may also terminate this Lease if Tenant makes an

assignment for the benefit of creditors, commits any act of bankruptcy, or 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, or 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; or if the Leased Premises are levied upon by the Illinois Department of Revenue, the Internal Revenue Service, or any other federal, state or local governmental unit or agency, of any kind. Upon termination of the Lease, Landlord may immediately re-enter the Leased Premises, with or without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels and Landlord will not be liable for any damages resulting from that removal. Upon repossession of the Leased Premises, Landlord shall be entitled to recover as liquidated damages, and not as a penalty, a sum of money equal to the value of the Fixed Minimum Rent under Article I. 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, 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). 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 Landlord complies with the foregoing and does not relet the Leased Premises, Tenant shall pay to Landlord on demand as liquidated damages and not as a penalty, a sum equal to the amount of the Fixed Minimum Rent plus additional rent to be paid by Tenant for the remainder of the Lease Term. If the Leased Premises are relet, but that rent obtained is less than the cost of making decorations, repairs, changes, alterations, and additions necessary to relet the Leased Premises, Tenant shall pay to Landlord on demand any deficiency. Tenant agrees that Landlord may file suit 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 reserved to Landlord in this Section shall not be considered exclusive, but shall be construed as cumulative and in addition to every other remedy now or later existing at law, in equity or by statute.

**Section 9.2 Default by Landlord.** Tenant may terminate this Lease if Landlord defaults in the performance of any term, covenant or condition required to be performed by it under the Lease, after providing not less than thirty (30) days written notice to Landlord to remedy such default. If Landlord has failed to remedy within that period, Tenant may terminate this Lease or remedy the default by any necessary action, and in connection with such remedy may recover expenses as provided in Section 9.5 below.

**Section 9.3 Late Payment Penalty and Interest.** Any rent which is not paid within ten (10) days of the due date is subject to an additional late payment penalty of five percent (5%) of the total monthly rental payment due. In addition, if such rental payment remains due and owing for a period of thirty (30) days past the original due date, in addition to any other remedy provided by law or by this Lease, such deficient payment shall bear interest at the rate of twelve percent (12%) per annum from the due date until the payment date.

**Section 9.4 Holdover by Tenant.** In the event Tenant remains in possession of the Leased Premises after the expiration of the term, and without execution of a new Lease, Tenant, at the option of Landlord, shall be deemed in a month-to-month tenancy at twice the Fixed Minimum Rent, subject to all the other conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy.

**Section 9.5 Right to Cure Default.** Either party may, but is not obligated to, cure at any time (without notice) any default at the expense of the defaulting party. In addition, the defaulting party shall pay the non-defaulting party's expenses, including reasonable attorney's fees and court costs 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 defending 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. All sums advanced by Landlord shall be additional rent payable with the next installment of Fixed Minimum Rent due, with interest from the date of any advance to the date of repayment at the rate of twelve percent (12%) per annum. All sums so advanced by Tenant shall be paid to Tenant by Landlord within thirty (30) days of Tenant's written request.

**Section 9.6 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 X. MISCELLANEOUS PROVISIONS.**

**Section 10.1 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 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 on the date of mailing.

**Section 10.2 Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties to it, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture, or any other relationship other than the relationship of Landlord and Tenant. Whenever the singular number is used in this Lease, it shall include the plural, and use of masculine gender shall also include the feminine gender.

**Section 10.3 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 in this Lease are for convenience only and do not define, limit or construe the contents of the articles or sections.

**Section 10.4 Execution of Lease by Landlord.** The submission of this document for examination and negotiation does not constitute an offer to lease, a reservation of, or option for, the Leased Premises, and this document becomes effective and binding only on the approval and execution and delivery of it 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, Landlord's agent or their successors, 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.

**Section 10.5 Binding Effect of Lease.** The covenants, agreements and obligations in this Lease – except as otherwise specifically provided – shall extend to, bind and inure to the benefit of the parties to this Lease, 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, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

**Section 10.6 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.

**Section 10.7 Attorney's Fees and Collection Costs.** Lessor shall be entitled to recover any and all costs of collection, including but not limited to, reasonable attorney's fees in any action or proceeding to secure any rights under this Lease or enforce any remedies available hereunder or at law.

**Section 10.8 Landlord's Equipment and Fixtures.** Tenant may not dispose of any equipment or fixtures of Landlord without receiving written approval from Landlord.

///

**Section 10.9 Sublease.** Tenant may not sublet or assign all or any portion of its interest in and to this Lease and the Leased Premises without the prior written consent of Landlord. However, no such assignment or sublease shall relieve Tenant of its obligations hereunder.

Executed and agreed to by the parties this 1<sup>st</sup> day of September, at Bloomington, Illinois.

**LANDLORD:**

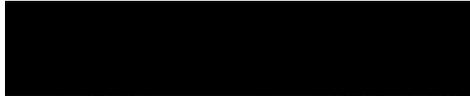
**TENANT:**

Asia, LLC

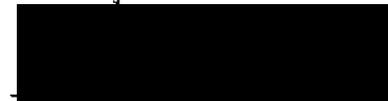
Hacienda Leon, Inc.



Mike Liu, Member  
Asia, LLC



Juan Carlos Hidalgo Belli



Sarbjit S. Jhattu, Member  
Asia, LLC



Lydia Hidalgo



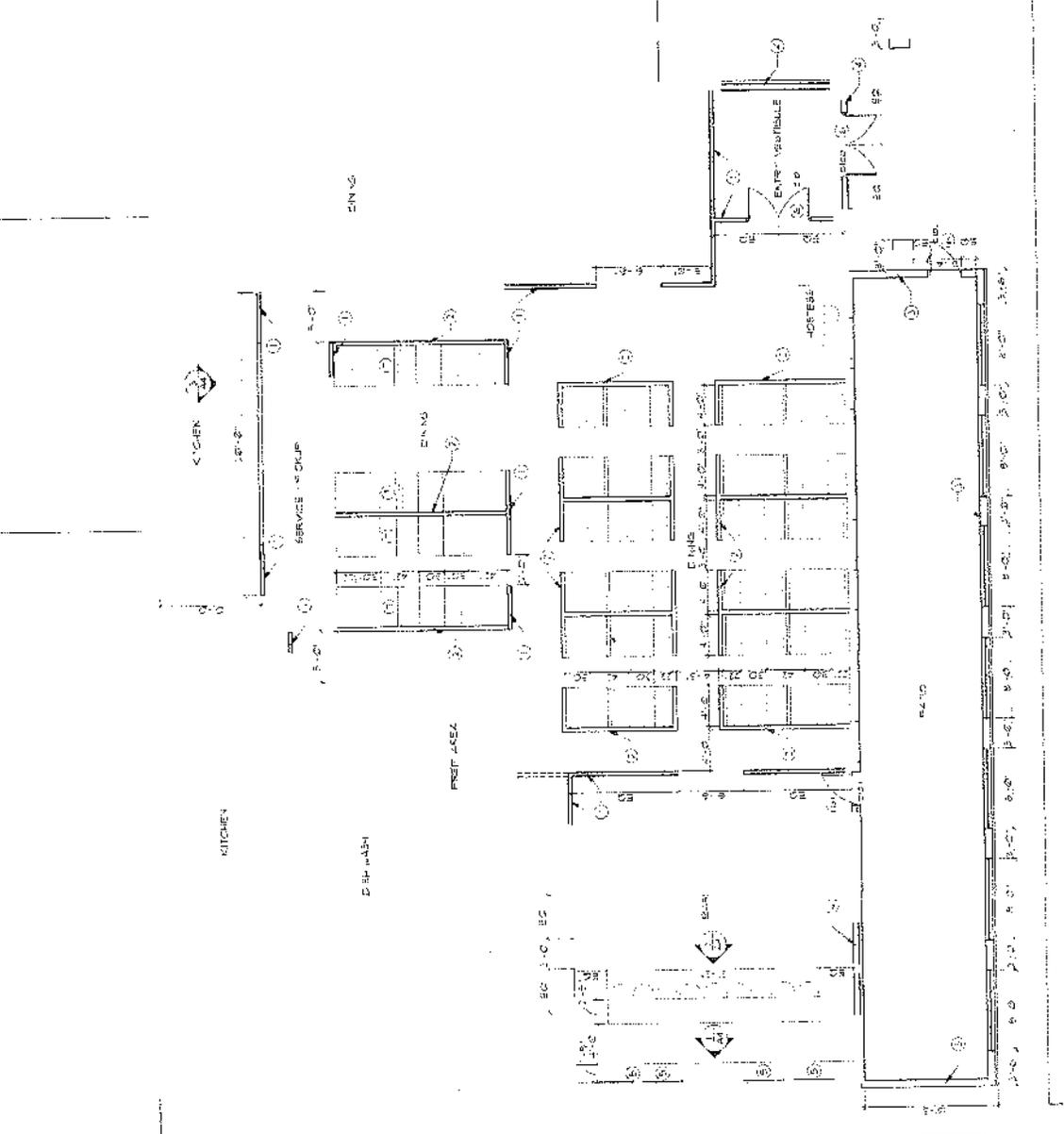
Roberto Leon

**GENERAL NOTES**

SEE FLOOR PLAN FOR ALL DIMENSIONS & FINISHES

**KEYED NOTES**

- 1) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
- 2) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
- 3) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
- 4) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
- 5) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
- 6) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
- 7) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
- 8) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.



1. FLOOR PLAN  
A1 3/20/17 11:00

FLOOR PLAN

**INTERIOR REMODEL & ADDITION**  
407 NORTH HERSHEY ROAD  
BLOOMINGTON, ILLINOIS 61704

PROJECT NO. 1705  
DATE 10/02/17  
SHEET # A1

OWNER

ARCHITECT

FERRARI ASSOCIATES ARCHITECTS  
217 S. BROAD ST. SUITE 200  
BLOOMINGTON, IL 61701  
TEL: 309.244.1111  
WWW.FERRARIARCHITECTS.COM

REVISIONS	DATE	BY	DESCRIPTION

CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND COMMENCEMENT DATE AND BE FULLY RESPONSIBLE FOR SAME

# Illinois BASSET SELLER / SERVER CERTIFICATION

Trainee Name: ROBERTO LEON  
Date of Completion: 03/19/2018

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](mailto:support@360training.com).

  
learn2  
serve

Corporate Headquarters  
6801 N Capital of Texas Hwy, Suite 150  
Austin, TX 78731  
P: 877.881.2235



Illinois Responsible Serving of Alcohol  
 This certificate confirms that

**Juan C Hidalgo**

has successfully passed the Professional Server Certification Corporation (PSCC) course of study,  
 an approved BASSET Program by the IL Liquor Control Commission-License # 5A-0092892,  
 and has demonstrated the skill level and knowledge necessary to act as a responsible alcohol server / seller.

Certificate #: PSCC10000329418  
 Award Date: 03-20-2018  
 Expiration Date: 03-19-2021



*Robert V Graham*

Robert Graham, PSCC Director

To verify this certificate, go to [Rservering.com/verify](https://rservering.com/verify).



# Illinois Responsible Serving of Alcohol

This certificate confirms that

## Lydia Hidalgo

has successfully passed the Professional Server Certification Corporation (PSCC) course of study, an approved BASSET Program by the IL Liquor Control Commission-License # 5A-0092892, and has demonstrated the skill level and knowledge necessary to act as a responsible alcohol server / seller.



Certificate #: PSCC10000329325  
Award Date: 03-19-2018  
Expiration Date: 03-18-2021

To verify this certificate, go to [Rservering.com/verify](http://Rservering.com/verify).

Robert Graham, PSCC Director

File Number

7145-966-7



**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*

HACIENDA LEON, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 05, 2017, 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 17TH day of APRIL A.D. 2018 .***

*Jesse White*

SECRETARY OF STATE

**From:** "Foutch, Linda" <Linda.Foutch@mcleancountyil.gov>  
**To:** "cityclerk@cityblm.org" <cityclerk@cityblm.org>  
**Cc:** "Mayes, David" <David.Mayes@mcleancountyil.gov>

---

**Date:** Tuesday, April 10, 2018 08:47AM  
**Subject:** Hacienda Leon

---

Good morning. This department does not oppose the issuance of a liquor license to Hacienda Leon, 407 N. Hershey.

Linda Foutch, LEHP

Environmental Health Program Supervisor

McLean County Health Department

200 W. Front St.

Bloomington, IL 61701

Phone: 309-888-5482, ext. 1

Fax: 309-888-5506

e-mail: [linda.foutch@mcleancountyil.gov](mailto:linda.foutch@mcleancountyil.gov)

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Community Development  
CODE ENFORCEMENT DIVISION  
115 E. Washington St., PO BOX 3157  
Bloomington, IL 61702-3157  
Phone: 309-434-2226

**Fire System Inspection**

Permit #: (34417) no permit

**Fire Alarm System**

Type of Inspection:  Routine  Special  Rough-in  Final

Name of Business: Hacienda Leon

Address: 407 N. Hershey Business Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact / Phone #: \_\_\_\_\_ / \_\_\_\_\_

Fire Alarms

Time of activation: 3:14

Time of Fire Department notification: 3:16 Time for Notification: 2 min  
( < 3 min? )

Monitoring agency: Monitronics - Michigan

Local Alarms activated?  Yes  No Type: \_\_\_\_\_

Comment: \_\_\_\_\_

Type of devices tested:

Fire Alarm System -

- 1 Manual Pull(s)
- 1 Smoke Detectors
- \_\_\_\_\_ Heat Detectors
- \_\_\_\_\_ Heat/Smoke Combination Detectors
- 1 Alarm Panel
- \_\_\_\_\_ Sprinkler Flow Switch Alarm
- 1 Other - Describe Amul system
- + flow switch

PASS

FAIL - (Reason) \_\_\_\_\_ Re-inspection? \_\_\_\_\_ (date)

[Signature] / Skyline Security  
Contractor Rep/Agency

[Signature]  
Fire Inspector

25 Apr 18  
Date:

Hacienda Leon - 407 N. Hershey Rd., Bloomington, IL 61704



Eastland Dr

Eastland Dr

Eastland Dr

N Hershey Rd

N Hershey Rd

N Hershey Rd

N Hershey Rd

PNC Bank

CliftonLarsonAllen LLP

Hooters

407 North Hershey Road

Tom Brokaw - State Farm Insurance Agent



## CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of an application submitted by T-V-E-O Corporation d/b/a Eric's Too, located at 921 Maple Hill Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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.

**RECOMMENDATION/MOTION:** The application submitted by T-V-E-O Corporation d/b/a Eric's Too, located at 921 Maple Hill Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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 be approved contingent upon compliance with all health and safety codes and compliance with BASSET training requirements.

**STRATEGIC PLAN LINK:** Goal 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** Bloomington Liquor Commissioner, Tari Renner called, a public hearing on May 17, 2018 on the application submitted by T-V-E-O Corporation d/b/a Eric's Too located at 921 Maple Hill Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, 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.

Present were: Commissioners Tari Renner and Lindsey Powell; George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Eric Trujillo, Owner and Operator of Eric's Too, appeared along with Hal Jennings, attorney of Mr. Trujillo. Mr. Trujillo stated he had settled a tax arrearage with Cousin's Restaurant and any outstanding fines and wished to move forward with the name change to Eric's Too.

Commissioner Renner stated there had been some issues with the Eric's Restaurant in the past, just for the record. If this is approved, it goes to City Council, this is a different type of establishment. This is not in a neighborhood. Some of the issues that we had in the past were because we were dealing with a neighborhood. He asked AC Bays whether there had been any concerns with the establishment prior to the change of ownership.

Chief Bays stated he is not aware of any concerns. He has had an opportunity to check just general calls for service prior to the change of ownership. It is a different environment, and not a neighborhood, unlike Eric's on Wood Street. It is removed from the residential area.

Commissioner Renner asked for a motion to approve this item to be presented before the City Council at the June 12, 2018 Council Meeting for consideration.

Commissioner Powell motioned seconded by Commissioner Renner.

Ayes: Commissioners Powell and Renner

Nays: None

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on May 8, 2018 in accordance with City Code. In accordance with City Code, approximately 2 courtesy copies of the Public Notice were mailed on May 8, 2018. In addition, the Agenda for the May 17, 2018 Special Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** This is a new liquor license. The current annual license fee is \$1,300 which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 109.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- Creation of New License Findings
- Questionnaire and Application
- Aerial Map

## **Chapter 6: Section 4B: Creation of New License – Findings**

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

Liquor Licence Application

T V E O Corp

DBA: Eric's Tod

OFFICE USE ONLY

Submittal Date: \_\_\_\_\_

Renewal Type (A, SA, Q): \_\_\_\_\_

Staff Initials: \_\_\_\_\_



### Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION COMPLETELY.

Individual/Partnership/Corporation/LLC: T V E O CORP  
 Doing Business As (D/B/A): ERIC'S TOO  
 Business Address: 921 MAPLE HILL ROAD  
 City/State: BLOOMINGTON IL  
 Zip Code: 61705  
 Business Phone Number: 309-808-4223  
 Business Email Address: ERICSTORE@YAHOO.COM

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. If anyone else applies, please list them under the other section and describe their title. *At least one person must live within McLean County.*

#### License Renewals

Name: ERIC TRUJILLO Phone Number: [REDACTED]

Address: [REDACTED] City: BLOOMINGTON Zip Code: [REDACTED]

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

#### Building Security

Name: ERIC TRUJILLO Phone Number: [REDACTED]

Address: [REDACTED] City: BLOOMINGTON Zip Code: [REDACTED]

Other (Title): \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Building Owner Name: LMSM LLC - MIKE TEMPLA Phone Number: [REDACTED]

Address: [REDACTED] City: BLOOMINGTON Zip Code: [REDACTED]



# Liquor License 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: (Please Circle)**

<input checked="" type="radio"/> Y <input type="radio"/> N	Have you attained the age of 21 years?	<input type="radio"/> Y <input checked="" type="radio"/> N	Have you ever had a Bloomington liquor license revoked for any cause?
<input checked="" type="radio"/> Y <input type="radio"/> N	Have you been a resident of the City of Bloomington for one year?	<input checked="" type="radio"/> Y <input type="radio"/> N	Are you eligible for a state retail liquor dealer's license?
<input checked="" type="radio"/> Y <input type="radio"/> N	Are you a citizen of the United States?	<input type="radio"/> Y <input checked="" type="radio"/> N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
<input checked="" type="radio"/> Y <input type="radio"/> N	Are you a person of good character and reputation?	<input type="radio"/> Y <input checked="" type="radio"/> N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?
<input checked="" type="radio"/> Y <input type="radio"/> N	Do you own or have a valid lease to the premises for which the license is sought?	<input type="radio"/> Y <input checked="" type="radio"/> N	Have you ever been convicted of a felony under the laws of the United States or any state?
<input type="radio"/> Y <input checked="" type="radio"/> N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	<input type="radio"/> Y <input checked="" type="radio"/> N	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>
<input type="radio"/> Y <input checked="" type="radio"/> N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	<input type="radio"/> Y <input checked="" type="radio"/> N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?



**NATURE OF LICENSE:**

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

TYPE	DESCRIPTION
CA	Clubs -- All Types of Liquor
CB	Clubs -- Beer and Wine Only
EA	Entertainment/Recreational Sports Venue -- All Types of Liquor
EB	Entertainment/Recreational Sports Venue -- Beer and Wine Only
GPA	Convenience Store -- All Types of Liquor
GPB	Convenience Store -- Beer and Wine Only
PA	Package Sales -- All Types of Liquor
PB	Package Sales -- Beer and Wine Only
RAP	Restaurant & Package Sales -- All Types of Liquor
RA	Restaurant -- All Types of Liquor
RB	Restaurant -- Beer and Wine Only
TAP	Tavern & Package Sales -- All Types of Liquor
TA	Tavern -- All Types of Liquor
TB	Tavern -- Beer and Wine Only
W	Catering -- Beer and Wine Only (NOT ABLE TO SELL ANY ALCOHOL)

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

3. State the significance of a liquor license to your establishment, present or future: Owner believes without liquor sales of an estimated 30% investment in its future would be unprofitable.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? The license will generate sales tax revenue by providing an option for dining and drinking, west of I-74/55 for overnight travelers and residents of Bloomington and the surrounding areas.

5. Upon what facts do you base your answers to the previous question? The facility is located on a heavily traveled highway and off ramp with limited drinking and dining options.

6. Do you intend to furnish live entertainment in the establishment to be licensed? (Please Circle)  Y  N

Also the revenue will support the maintenance of the property and provide jobs for residents.



a. If you answered "YES" to the previous question, state the nature of such entertainment: KARAOKE, DJ, OPEN MIC and OCCASIONAL LIVE MUSIC

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (Please Circle)  N 70% Food 30% Alcohol

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? FOOD

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

Y  N Public Dancing\*

Y  N Tobacco\*

N Amusement\* (If yes, which type: GAMING)

Y  N Miscellaneous\* (If yes, which type: \_\_\_\_\_)

\*All above license require additional application 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.



IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 921 MAPLE HILL RD City/State: BLOOMINGTON, IL Zip Code: 61705

2. What hours will the establishment be open?

Monday: 7am - 10pm Tuesday: 7am - 10pm Wednesday: 7am - 10pm

Thursday: 7am - 10pm Friday: 7am - 2am Saturday: 7am - 2am Sunday: 7am - 10pm

3. What type or types of building(s) adjoin the establishment? HOTEL / MOTEL, RETAIL and RESTAURANTS

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? HOTEL / MOTEL 24/7; RETAIL 7am - 10pm; RESTAURANTS 10am - 1am

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

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Approximately 18ft. wide. Two-way two-lane with no parking. (see attached diagram.)

5. How much additional traffic do you expect the establishment with a liquor license to generate? Expect no significant additional traffic or congestion. Establishment has ample off street parking.

6. Describe on and off street parking facilities to handle traffic anticipated: Ample parking lot.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? One - FIESTA RANCHERA RESTAURANT



8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Reasonable enough to pay the bills and to build equity.

a. Upon what facts do you base your answer to the previous question? The establishment is a nice building in a highly visible location and the

RESPONSIBILITY: applicant is local with proven ability to operate a similar business.

- 1. If establishment is presently in operation, **attach a financial statement** of the establishment's last fiscal year. Unable to obtain.
- 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? Yes X No

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?     

One under age liquor license violation approximately three years ago.

DATED this 25<sup>th</sup> day of April, 20 18.

SIGNED:

ERIC TRULLIO

 me

Signature

Printed Name

PRESIDENT OF TVEO CORP.

Title

Signature

Title



Address

Address

BLOOMINGTON IL 

City/State/Zip Code

City/State/Zip Code



2018 License Application
For the 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:

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

2. The undersigned applicant is (Check One):

\_\_\_ an individual \_\_\_ a partnership X a corporation

A. If an Individual: Name: Age: Address: City/State/Zip Code: Have you been a legal resident of City of Bloomington for more than One (1) year? Yes No

B. 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 Code: Have you been a legal resident of City of Bloomington for more than One (1) year? Yes No



C. If a Corporation:

Date of Incorporation: 4-1-2002

State whether same is organized for profit  or nonprofit \_\_\_\_\_, under laws of the State of Illinois.

(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:

Name: ERIC TRIVILLO Title: PRESIDENT / SECRETARY

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

3. Location and description of the premises or place of business to be operated under this license: 921 MAPLE HILL ROAD BLOOMINGTON IL 61705  
RESTAURANT / TAVERN

a. Trade Name: ERIC'S TOW

Please answer the following questions by circling 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, 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, the information of the building owner:**

Name: LMSM LLC - MIKE TEMAR Term of Lease: 1-1-18 to 12-31-21

Address: [REDACTED] City/State: BLM IL Zip Code: [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: The applicant believes the location can be an

asset to the community if it is managed by a  
motivated individual who knows the local market.



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 25 day of April, 2018

**A. Individual**

_____	_____
Printed Name	Signature

**B. Partnership**

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

**C. Corporation**

_____	
TVEO CORP	
Corporate Name	
_____	_____
ERIC TALWILLO	
President of Company (Print Name)	President of Company (Signature)
ATTEST:	
_____	
Secretary	
And the following officers, directors or majority stockholders:	
_____	_____
_____	_____





**2018 License Application**  
For the 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:

  T.V.E.O CORP D/B/A ERICS TOO    
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.





**NOTARY ACKNOWLEDGEMENT**

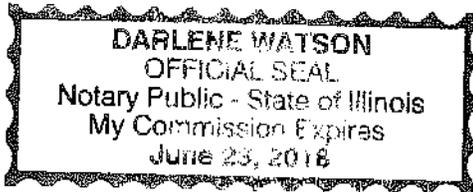
STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF MCLEAN        )

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 25<sup>th</sup> day of April 2018, 2018, 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.

Darlene Watson  
Notary Public

My Commission Expires: June 23, 2018





## 2018 License 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:

Eric Trujillo

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.





**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 25<sup>th</sup> day of April 2018, 2018, 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.

Darlene Watson  
Notary Public

My Commission Expires: 6-23-2018





## LEASE

THIS LEASE AGREEMENT is made this \_\_\_ day of December, 2017, by and between LMSM, LLC (the "Lessor"), and HAMILTON ERIC TRUJILLO, a Sole Proprietor (the "Lessee").

### 1. Premises

In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the building located at located at 921 Maple Hill Rd, Bloomington, McLean County, Illinois consisting of approximately 4,250 rentable square feet along with the 1.42 acres upon which is it located (the "Leased Premises").

### 2. Term

#### *2.1. Commencement of Tenancy*

The term of this lease (the "Term") shall commence on January 1, 2018 (the "Commencement Date") and shall terminate at noon, local time on the last day of the calendar month which completes three (3) full years of tenancy hereunder (the "Termination Date").

#### *2.2. Option: Lessee's Option To Renew Lease*

Lessor grants lessee an option to renew this lease for a period of three (3) years after the expiration of its original term, on the same terms as this lease, except that the Base Rent for the renewal term will be \$3,000.00 per month. Lessee shall give Lessor written notice of their intention to renew at least 180 days prior to the expiration of this Lease.

#### *2.3. Option: Lessee's Option To Purchase Leased Premises*

Lessor grants to lessee an option to buy the leased premises upon completion of the original three (3) year term, but prior to January 1, 2021, at a price of \$360,000, provided lessee shall have fully performed the lease and made all payments required up to that time. In the event of the exercise of this option, Lessor agrees to convey the property to lessee by warranty deed free and clear of all encumbrances except the taxes and assessments which under this lease are to be paid by lessee. Nothing here, however, shall be construed to prevent, prior to consummation of the sale, Lessor's placing such deeds of trust on the property as they may see fit, provided however, that such

encumbrances shall not exceed the purchase price. Any encumbrances now or existing against the property, created by, for, or on account of the Lessor shall, however, so far as they constitute liens, at the consummation of the sale be deducted from the \$360,000 purchase price mentioned above, so that the total cost of the premises free and clear to Lessee, including encumbrances at the time existing against them, shall not exceed \$360,000. The Lessor will protect and defend Lessee and the property against foreclosure or loss by reason of any encumbrances created by or through the Lessor.

In the event and on the lessee's exercise of the option to purchase the premises in the manner provided, a contract for the sale and purchase of the property exists, the relationship of Lessor and Lessee is automatically terminated, and the Lessee is in possession of the premises as a vendee under an executory contract. Whenever Lessee shall desire to exercise this option, they shall give Lessor written notice. Lessor will within reasonable time after receipt of such notice deliver, or cause to be delivered, to lessee a preliminary title report. Defects in title, if any, shown by such report shall be remedied by Lessor within thirty (30) days of notice to them of such defects and they shall deliver to lessee at the time of closing an owner's policy of title insurance issued by the company in the amount of the purchase price subject only to encumbrance, exceptions, and reservations mentioned here. The purchase price shall in any event be completed by conveyance of the property and payment of the purchase price within \_\_\_\_\_ days from the delivery of notice of intent to exercise this option, and if the notice is not given by lessee by October 30, 2017, then this option shall be null and void.

### **3. Rent**

#### ***3.1. Covenant To Pay Rent***

Lessee hereby covenants and agrees to pay to Lessor as rent for the Leased Premises (all of which is collectively referred to as "Rent") all of the following:

##### ***3.1.1. Base Rent***

An annual basic rent (the "Basic Rent") for the first year of tenancy in the sum of \$30,000, payable in twelve (12) equal monthly installments of \$2,500.00, in advance of the first day of each month commencing on January 1, 2018. The Basic Rent for the second and third years of tenancy shall be in the sum of \$36,000, payable in twelve (12) equal monthly installments of \$3,000.00, in advance of the first day of each month commencing on January 1, 2019; and

##### ***3.1.2. Additional Rent***

Additional rent (the "Additional Rent") in the amount of any payment referred to as such in any portion of this Lease is in effect (which shall include any and all charges or other amounts which Lessee is obligated to pay Lessor under this Lease, other than Basic Rent).

### ***3.2. Payment Method***

Basic Rent and all Additional Rent as provided for under this Lease shall be paid promptly when due in lawful money of the United States of America, without notice or demand and without deduction, diminution, abatement, counterclaim or set-off of any amount or for any reason whatsoever payable to LMSM, LLC by direct deposit or to such other person and place as may be designated by notice in writing from Lessor to Lessee from time to time.

### ***3.3. Security Deposit***

Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of \$3,000.00 as a security deposit (the "Security Deposit"). The Security Deposit (which shall not bear interest to Lessee) shall be considered as security for the payment and performance of the obligations, covenants, conditions and agreements contained herein. The Security Deposit shall not constitute an advance payment of any amounts owed by Lessee under this Lease, or a measure of damages to which Lessor shall be entitled upon a breach of this Lease by Lessee or upon termination of this Lease. Lessor may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to remedy any default in the payment of Basic Rent or Additional Rent or to satisfy any other obligation of Lessee hereunder, and Lessee shall promptly, on demand, restore the Security Deposit to its original amount. If Lessor transfers its interest in the Leased Premises during the Term, Lessor may assign the Security Deposit to the transferee who shall become obligated to Lessee for its return pursuant to the terms of this Lease, and thereafter Lessor shall have no further liability for its return.

### ***3.4. Pro Rata Share of Cost Increases***

Lessee's pro rata share of increases in Operating Expenses, as defined in Article 4, is agreed to be 100%. Lessee's pro rata share of increases in Real Estate Taxes, as defined in Article 6, is agreed to be 100%.

### ***3.5. Determining Rent***

It is agreed by Lessor and Lessee that no rent for the use, occupancy or utilization of the Leased Premises shall be, or is, based in whole or in part on the net income or profits derived by any person from the Leased Premises, and Lessee further agrees that it will not enter into any sublease, license, concession or other agreement for any use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the Leased Premises so leased, used, occupied or utilized. Nothing in the foregoing sentence, however, shall be construed as permitting or constituting Lessor's approval of any sublease, license, concession, or other use, occupancy, or utilization agreement not otherwise approved by Lessor in accordance with the provisions of Article 16 hereof.

## **4. Operating Expenses (Escalation)**

### ***4.1. Definition of Operating Expenses***

The term "Operating Expenses" shall mean any and all expenses incurred by Lessor in connection with the operation, maintenance and repair of the Leased Premises including, but not limited to, the following: charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas oil and other utilities; (at Lessor's sole discretion) security; pest control; cleaning of windows and exterior curtain walls; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; salaries, wages, and benefits for employees of Lessor engaged in the operation, maintenance or repair of the Leased Premises including benefits, payroll taxes and worker's compensation insurance; license fees and governmental permits; casualty and liability insurance; cleaning supplies; legal fees and costs relating to the operation, repair or maintenance of the Leased Premises or incurred in order to reduce operating expenses, services or management contracts with independent contractors and general overhead; and the costs of any other items which, under generally accepted accounting principles consistently applies from year to year with respect to the Leased Premises. "Operating Expenses" shall not include any of the following: cost of capital improvements, except as mentioned above; expenses for painting, redecorating, or other work which Lessor performs for any tenant in the Leased Premises, the expense of which is paid by such tenant; interest, amortization, or other payments on loans to Lessor, whether secured or unsecured; depreciation of the Leased Premises or other said improvements; ground rent; leasing commissions; salaries, wages or other compensation paid to officers or executives of Lessor; and income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of the Lessor from the operation of the Leased Premises. The terms "Base Year" shall mean the calendar year in which the Term commences. The term "Comparison Year" shall mean the then applicable period of twelve (12) months commencing on January 1<sup>st</sup> of each year and ending on December 31<sup>st</sup> of each year.

### ***4.2. Lessee's Obligation To Pay for Any Increase in Operating Expenses***

Lessee shall pay to Lessor, as Additional Rent, Lessee's pro rata share, as specified in Paragraph 4.1, of the amount by which the Operating Expenses for the Comparison Year exceed the Operating Expenses for the Base Year.

### ***4.3. Reduction of Lessee's Rental Obligations Not Allowed***

Nothing contained in this Article 4 shall be construed at any time to reduce the Rent payable hereunder below the amount stipulated in Articles 3 through 4 of this Lease.

#### ***4.4. Pro Rata Calculation of Increase in Operating Expenses***

If the Termination Date or sooner termination of this Lease shall not coincide with the end of a Comparison Year, then in computing the amount payable under this Article 4 for the period between the commencement of the applicable Comparison Year in question and the Termination Date or sooner termination of the Lease, the amount that would have been due from Lessee for the full year, if Lessee has been a tenant for the entire Comparison Year, shall be pro-rated over the portion of the Comparison Year that Lessee is a tenant in the Leased Premises. Lessee's obligation to pay increased Operating Expenses under this Article 4 for the final period of the Lease (as well as for any earlier period not paid as of the expiration or sooner termination of the Lease) shall survive the expiration or sooner termination of this Lease.

#### ***4.5. Overpayment by Lessee***

Lessor reserves the right, throughout the term of this Lease, to require that Lessee pay each month in advance, as Additional Rent, one-twelfth of Lessor's estimate of Lessee's annual obligation under this Article 4. Such payments shall in no way limit Lessee's total obligation, Lessee shall promptly pay the difference upon receipt of Lessor's statement. Any overpayment shall be credited to Lessee's obligation for the next succeeding period.

### **5. Real Estate Taxes (Escalation)**

#### ***5.1. Definition of Real Estate Taxes***

The term "Real Estate Taxes" means all taxes, rates and assessments, general or special, levied or imposed with respect to the land, Leased Premises and improvements constructed thereon (including all taxes, rates and assessments, general or special, levied or imposed for school, public betterment and/or general or local improvements. The term "Base Real Estate Taxes" means the assessed value of said land, Leased Premises and improvement, multiplied by the then current rate, for the tax year during which this Lease commences. The term "Real Estate Tax Year" means each successive twelve (12) month period following and corresponding to the period or periods which may from time to time in the future be established by competent authority for the purposes of levying or imposing Real Estate Taxes.

#### ***5.2. Determining Obligations To Pay Increases in Real Estate Taxes***

Lessee shall pay to Lessor, as Additional Rent, 100%, as specified in Paragraph 5.1, of the amount by which Real Estate Taxes for or attributable to the then current Real Estate Tax Year exceeds the Base Real Estate Taxes. If the system of real estate

taxation shall be altered or varied and any new tax or levy shall be levied or imposed on said land, Leased Premises and improvements, and/or Lessor, in substitution for Real Estate Taxes presently levied or imposed on immovables in the jurisdiction where the Leased Premises is located, then any such new tax or levy shall be included within the term "Real Estate Taxes." Lessee shall pay each month, in advance, as Additional Rent, one-twelfth of Lessor's estimate of Lessee's annual obligation under this Article 6. Such payments shall in no way limit Lessee's annual obligation. If the total of such monthly installments paid is less than Lessee's total obligation, Lessee shall pay the difference within fifteen (15) days upon receipt of Lessor's statement. Any overpayment shall be credited to Lessee's obligation for the next succeeding period.

### ***5.3. Expenses Associated With Reducing Real Estate Taxes***

Reasonable expenses incurred by Lessor in obtaining or attempting to obtain a reduction of any Real Estate Taxes shall be added to and included in the amount of any such Real Estate Taxes. Real Estate Taxes which are being contested by Lessor shall nevertheless be included for purposes of the computation of the liability of Lessee under Paragraph 5.1 hereof; provided however, that in the event that Lessee shall have to pay any amount of Additional Rent pursuant to this Article 5 and Lessor shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Lessor shall pay to Lessee the appropriate portion of such refund. Lessor shall have no obligation to contest, object or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate Taxes without consent or approval of Lessee.

### ***5.4. Reduction in Real Estate Taxes***

Nothing contained in this Article 5 shall be construed at any time to reduce the Rent payable hereunder below the amount stipulated in Articles 3 through 4 of this Lease.

### ***5.5. Pro Rata Calculation of Increase in Real Estate Taxes***

If the Termination Date or sooner termination of this Lease shall not coincide with the end of a Real Estate Tax Year, then computing the amount payable under this Article 5 for the period between the commencement of the applicable Real Estate Tax Year in question and the Termination Date or sooner termination of this Lease, the amount that would be due from the Lessee for the full year, if Lessee has been a tenant for the entire Real Estate Tax Year, shall be prorated over the portion of the Real Estate Tax Year that Lessee is a tenant in the Leased Premises. Lessee's obligation to pay increased Real Estate Taxes under this Article 6 for the final period of the Lease (as well as for any period not paid as of the expiration or sooner termination of the Lease) shall survive the

expiration or sooner termination of this Lease.

## **6. Use of Premises**

### ***6.1. Use Provision***

Lessee covenants to use the Leased Premises only for a restaurant and bar and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Leased Premises, which are occasioned by or required in the conduct of Lessee's business within the Leased Premises and to obtain all licenses, permits and the like required to permit Lessee to occupy the Leased Premises.

### ***6.2. "As Is" Acceptance of Property***

Lessee accepts the Leased Premises from Lessor in "as is" condition, except to the extent specifically provided elsewhere in this Lease.

### ***6.3. Restriction on Unlawful Activity***

Lessee shall not permit the Leased Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance or embarrassment to Lessor or other tenants, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of Lessor.

## **7. Compliance With Environmental Laws**

### ***7.1. Environmental Protection Laws***

For purposes of this Lease, the term "hazardous material" means any explosives, radioactive material, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; Hazardous Materials Transportation Act of 1975, as amended; the Resource Conservation and Recovery Act of 1976, as amended; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereinafter in effect (collectively, "Hazardous Materials Laws").

### ***7.2. Hazardous Substance Licenses***

Lessee will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Leased Premises or the project, by Lessee, its agents, employees, or contractors. Lessee will not permit the Leased Premises to be used or operated in any manner that may cause the Leased Premises or the project to be contaminated by any hazardous materials in violation of any Hazardous Materials Laws. Lessee will immediately advise the Lessor in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any hazardous materials affecting the premises; and (2) all claims made or threatened by any third party against Lessee, Lessor, or the Leased Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Leased Premises. Without Lessor's prior written consent, Lessee will not take any remedial action or enter into any agreements or settlements in response to the presence of any hazardous materials in, on or about the Leased Premises.

### ***7.3. Indemnification of Lessor***

Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Lessee's breach of its obligations on this Article 7. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Leased Premises and any other property or whatever nature located on the project to their condition existing prior to the appearance of Lessee's hazardous materials on the premises. Lessee's obligations under this Article 7 will survive the expiration or termination of this Lease.

## **8. Compliance With Americans With Disabilities Act**

The Leased Premises and their use authorized under this Lease comply fully with (and no notices of violation have been received in connection with) environmental, air quality, zoning, flood plain, planning, subdivision, building, health, labor, discrimination, fire, traffic, safety, wetlands and other governmental or regulatory rules, regulations, laws, ordinances, statutes, codes and requirements applicable to the building or facility (the "Property") in which the Leased Premises are located (collectively, the "Building Laws"), including, without limitation, the Americans With Disabilities Act of 1990, as amended. Lessor has received such final certificates as may

be required or customary evidencing compliance with all building codes and permits, and approval of full occupancy of the Leased Premises and of all installations therein. Lessor shall cause the Leased Premises to be continuously in compliance with all Building Laws (as the same may be amended from time to time).

## **9. Repairs and Maintenance**

### ***9.1. Lessor's Obligations***

Subject to the provisions hereinafter contained with regard to damage by fire or other casualty and Paragraph 9.2, Lessor agrees to maintain the Leased Premises in good order and repair during the Term unless damage thereto shall have been caused by the act or neglect of Lessee, its agents, employees, contractors or invitees, in which case the same shall be required by and at the expense of Lessee. If Lessee fails to make such repairs promptly, Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs. Lessor's cost of maintaining is subject to the Operating Expenses provision of Article 4. Lessor shall not be liable to Lessee for any damage or inconvenience and Lessee shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Lessor under this Lease.

### ***9.2. Lessee's Obligations***

Lessee shall maintain the non-structural portions of the interior of the Leased Premises in good repair and condition, damages by causes reasonably beyond Lessee's control and ordinary wear and tear excepted.

## **10. Lessor's Services**

### ***10.1. Lessee's Obligations***

Lessee shall pay all utility costs.

### ***10.2. Lessor's Right To Repair***

Lessor reserves the right to erect, use, connect to, maintain and repair pipes, ducts, conduits, cable, plumbing, vents and wires in, to and through the Leased Premises as and to the extent that Lessor deems necessary or appropriate for the proper operation and maintenance of the Leased Premises and the right at all times to transmit water, heat, air-conditioning and electric current through such pipes, ducts, conduits, cables, plumbing, vents and wires.

## **11. Lessee's Use of Property**

Lessee covenants and agrees: (a) not to breach or interfere with or conflict with the fire laws or regulations, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Lessee shall be answerable for all nuisances caused or suffered on the Leased Premises, or caused by Lessee; (b) not to strip, overload, damage or deface the Leased Premises, hallways, stairways, parking facilities or other public areas of the Leased Premises, or the fixtures therein or used therewith, nor to permit any hole to be made by any of the same; (c) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Premises, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by public authority; (d) not to place upon the interior or exterior of the Premises, or any window or any part thereof or door of the Premises, any placard, sign, lettering, window covering or drapes, except such and in such place and manner as shall have been first approved in writing by Lessor; (e) to conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules and regulations from time to time established by Lessor; (f) to be responsible for the cost of removal of Lessee's bulk trash at time of move-in, during occupancy and move-out; (g) not to conduct nor permit in the Premises either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances of any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended, any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and Lessee shall prohibit its assignees, subleases, employees, agents and contractors (collectively, "Permitees") from doing so and Lessee shall indemnify, defend and hold Lessor and its agents harmless from all costs, foreseeable and unforeseeable, direct and consequential; damages; liability' fines' prosecutions; judgments; litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Article 11 by Lessee or its Permitees.

## **12. Alterations**

Lessee shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or to install any equipment of any kind that shall require any alterations or additions or affect the use of the Premises' water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building without the prior written consent of Lessor. If any such alterations or additions are made by Lessee without Lessor's consent, Lessor may

correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work.

### **13. Hold Harmless; Indemnification**

#### ***13.1. Hold Harmless***

Lessor shall not be liable for any damage to, or loss of, property in the Premises belonging to Lessee, its employees, agents, visitors, licensees or other persons in or about the Premises, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Project of which the Premises are a part, or from other sources. Lessor shall not be liable in any manner to Lessee, its agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act of neglect of third parties or of Lessee, Lessee's agents, employees, invitees or visitors, or any other tenant of the Project. Lessee covenants that no claim shall be made against Lessor by Lessee, or by any agent or servant of Lessee, or by others claiming the right to be in the Premises through or under Lessee, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises from any cause other than the gross negligence of Lessor. In no event shall Lessor be liable to Lessee for any consequential damages sustained by Lessee arising out of the loss or damage to any property of Lessee.

#### ***13.2. Indemnification of Lessor***

Lessee covenants and agrees to save Lessor and Lessor's agent from all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, by reason of the use of occupancy by Lessee, its agents, employees, invitees or visitors of the Leased Premises, unless caused solely by the gross negligence of Lessor.

#### ***13.3. Survival of Indemnification Provisions***

The provisions of this Article 13 shall survive the expiration of the Term.

## **14. Lien on Lessee's Property**

To protect Lessor in the event Lessee defaults hereunder, Lessee hereby grants to Lessor a continuing security interest for all Rent and other sums of money becoming due hereunder from Lessee, and upon all goods, wares, chattels, fixtures, furniture and other personal property of Lessee which are or may be located on the Leased Premises and the proceeds thereof, none of which may be removed from the Leased Premises without Lessor's consent so long as any Rent or other such sums from time to time owed to Lessor hereunder remains unpaid. Lessee shall, on its receipt of a written request therefor from Lessor, execute such financing statements, continuation statements and other instruments as are necessary or desirable, in Lessor's judgment, to perfect such security interest.

## **15. Insurance**

### ***15.1. Lessee's Obligation To Provide Insurance***

Lessee shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than \$1,000,000.00 for each occurrence and not less than \$2,000,000.00 in the aggregate, insuring against all liability of Lessee and its representatives arising out of and in connection with Lessee's use or occupancy of the Leased Premises. Lessor and Lessor's agent shall be named as additional insurers.

### ***15.2. Fire Insurance***

Lessee shall, at its own cost and expense, obtain and maintain at all times during the Term, fire and extended coverage on the Leased Premises and on its contents, including any leasehold improvements made by Lessee in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

### ***15.3. Increasing Insurance Coverage***

Lessee shall increase its insurance coverage, as required, but not more frequently than each calendar year if, in the opinion of the Lessor or any mortgagee of landlord, the amount of public liability and/or property damage insurance coverage at that time is not adequate.

#### ***15.4. Insurer's Credit Rating and Policy Requirements***

All insurance required under this Lease shall be issued by insurance companies licensed to do business in the jurisdiction where the Leased Premises is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best Key Rating Guide" for insurance companies. Each policy shall contain an endorsement requiring fifteen (15) days written notice from the insurance company to Lessor before cancellation or any change in the coverage, scope or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Lessor on or before the Commencement Date, and renewal certificates or copies of renewal policies shall be delivered to Lessor at least \_\_\_\_\_ days prior to the expiration date of any policy.

#### ***15.5. Cancellation of Insurance May Terminate Lease***

If any of Lessor's insurance policies shall be canceled or cancellation shall be threatened or the coverage thereunder reduced or threatened to be reduced in any way because of the use of the Leased Premises or any part thereof by Lessee or any assignees or subtenant of Lessee or by anyone Lessee permits on the Leased Premises, and if Lessee fails to remedy the condition within 48 hours after notice thereof, Lessor may at its option either terminate this Lease or enter upon the Leased Premises and attempt to remedy such condition, and Lessee shall promptly pay the cost thereof to Lessor. Lessor shall not be liable for any damage or injury caused to any property of Lessee or of others located on the Leased Premises from such entry.

#### ***15.6. Denial of Right to Subrogation***

All policies covering real or personal property which either party obtains affecting the Leased Premises shall include a clause or endorsement denying that insurer any rights of subrogation or recovery against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss. Lessor and Lessee hereby waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered or which should be covered by policies of insurance obtained or which should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered thereby assuming that any deductible shall be deemed to be insurance coverage.

### **16. Assignment and Subletting**

#### ***16.1. Prior Written Consent of Lessor***

Lessee shall not assign, transfer, mortgage or encumber this Lease or sublet the Leased Premises without obtaining prior written consent of Lessor, nor shall any assignment or

transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Lessor, in any such case, such consent may be withheld in the sole and absolute subjective discretion of landlord. In the event that Lessee desires to assign this Lease, sublet the Leased Premises, or permit occupancy or use of the Lease Premises of any part thereof by another party or parties, Lessee shall provide Lessor with sixty (60) days advance written notice of Lessee's bona fide proposed assignment or subletting of all or any part of the Leased Premises. Lessor shall have a right, at its option during said sixty (60) day period, to (a) release Lessee from this Lease for such space, (b) sublet all or any part of the Leased Premises from Lessee at the same rental Lessee is paying Lessor, with the right to further sublease such space or (c) refuse to consent to Lessee's assignment or subletting of such space and to continue this Lease in full force and effect as to the entire Leased Premises. The consent by Lessor to any assignment, transfer, subletting to any party other than Lessor shall not be construed as a waiver or release of Lessee from the terms of any covenant or obligation under this Lease nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Lessee from any covenant or obligation contained in this Lease, nor shall such assignment or subletting be construed to relieve Lessee from giving Lessor said sixty (60) days notice, nor from obtaining the consent in writing of Lessor to any further assignment or subletting (which consent may be withheld in the sole and absolute discretion of Lessor). In the event that Lessee defaults hereunder Lessee hereby assigns to Lessor any and all rent due from any subtenant of Lessee and hereby authorizes each such subtenant to pay said rent directly to Lessor. Without limiting the generality of the foregoing, if Lessor consents to an assignment or sublease pursuant to this Article 16, Lessor may condition its consent upon the entry by such transferee into an agreement (in form and substance satisfactory to Lessor) with Lessor, by which such transferee assumes all of Lessee's obligations hereunder.

## **17. Lessor's Right of Access**

### ***17.1. Right To Enter***

Lessor may, at any time during Lessee's occupancy, during reasonable business hours enter either to view the Leased Premises to show the same to others, or to facilitate repairs to the Leased Premises, or to introduce, replace, repair, alter, or make new or change existing connections from fixtures, pipes, wires, ducts, conduits or other construction therein, or remove, without being held responsible thereof, placards, signs, lettering, window or door coverings and the like not expressly consented to by Lessor.

### ***17.2. Right To Enter To Show Property to Prospective Lessee***

Lessor may, during the last 180 days of the Term, enter the Leased Premises free from hindrance or control of Lessee to show the Leased Premises to prospective tenants at times which shall not unreasonably interfere with Lessee's business. If Lessee shall vacate the Leased Premises during the last month of the Term, Lessor shall have

unrestricted right to enter the same after Lessee's moving to commence preparations for the succeeding tenant or for any other purpose whatsoever, without affecting Lessee's obligation to pay rent for the full Term.

## **18. Fire Clause**

### ***18.1. Obligations of Parties After Fire***

In the event the Leased Premises or any part thereof becomes damaged or destroyed by fire or other casualty from any cause so as to render said Leased Premises and/or other approaches unfit for use and occupancy, a just and proportionate part of the Rent according to the nature and extent of the damage or injury to said Leased Premises and/or approaches, shall be suspended or abated until said Leased Premises and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Lessor shall proceed, at its expense and as expeditiously as may be practicable, to repair the damage unless, because of the substantial extent of the damage or destruction, Lessor should decide not to repair or restore the Leased Premises, in which event and at Lessor's sole option Lessor may terminate this Lease forthwith by giving Lessee a written notice of its intention to terminate within thirty (30) days after the date of the fire or other casualty. Lessor shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Lessee, all of which shall be repaired, restored or replaced by Lessee.

### ***18.2. Notification of Lessor***

Lessee shall immediately notify Lessor of any damage to the Leased Premises caused by fire or any other casualty.

### ***18.3. Repair of Premises***

No damage, compensation, or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Lease Premises. Subject to the provisions of Paragraph 18.1, Lessor shall diligently proceed to have such repairs made promptly.

## **19. Condemnation**

### ***19.1. Effect on Lease***

This Lease shall be terminated and the Rent shall be abated to the date of such termination in the event of condemnation of the Leased Premises or any part thereof by

any competent authority under right of eminent domain for any public or quasi-public use or purpose. In case of any taking or condemnation, whether or not the Term shall cease and terminate, the entire award shall be the property of Lessor, and Lessee hereby assigns to Lessor all its right, title and interest in and to any such award. Lessee however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Lessor for the land and improvements or part thereof so taken.

### ***19.2. Effect on Lease for Temporary Loss***

In the event of a temporary taking or condemnation of all or any part of the Leased Premises for any public or quasi-public use or purpose, this Lease shall be unaffected and Lessee shall continue to pay in full Basic Rent and all Additional Rent payable for any such period. In the event of any such temporary taking, notwithstanding the provisions of Paragraph 19.1, Lessee shall be entitled to claim, prove and receive the portion of the award for such taxing that represents compensation for use or occupancy of the Leased Premises during the Term, and Lessor shall be entitled to appear, claim, prove and receive the portions of the award that represent the cost of restoration of the Leased Premises and the use or occupancy of the Leased Premises after the end of the Term.

## **20. Defaults; Remedies**

### ***20.1. Definition of Default***

It is hereby mutually agreed that: (a) if Lessee shall fail (i) to pay Rent or other sums which Lessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without deemed therefor, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed; or (b) if Lessee shall abandon or evidence any intention to abandon all or any portion of the Leased Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Lessee shall (i) generally not pay Lessee's debts as such debts come due, (ii) becomes insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Lessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Lessee or for all or any portion of Lessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Lessor, Lessor may:

### ***20.1.1. Lessor's Right To Terminate Lease and Recover Possession***

Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor. If Lessee fails to do so, Lessor may without notice and without prejudice to any other remedy Lessor may have, enter upon and take possession of the Leased Premises and expel or remove Lessee and its effects without being liable to prosecution or any claim for damages therefor; and Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination, whether through the inability to relet the Leased Premises or otherwise including any loss of Rent for the remainder of the Term.

### ***20.1.2. Lessor's Right To Sue Lessee for Breach of Contract***

Terminate this Lease, in which event Lessee's event of default should be considered a total breach of Lessee's obligations under this Lease and Lessee immediately shall become liable for such damages for such breach, in an amount equal to the total of (1) the costs of recovering the Leased Premises; (2) the unpaid Rent earned as of the date of termination; and (3) all other sums of money and damages owing by Lessee to Lessor. Lessee's right of possession shall cease and terminate and Lessor shall be entitled to the possession of the Leased Premises and shall remove all persons and property therefrom and reenter the Lease without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Lessee.

### ***20.1.3. Lessor's Right To Collect Balance***

Declare the entire balance of Rent for the remainder of the Term to be due and payable, and collect such balances in any manner not inconsistent with applicable law.

### ***20.1.4. Lessor May Pursue Numerous Remedial Options***

Pursue any combination of such remedies and/or other remedy available to Lessor on account of such default under applicable law.

### ***20.1.5. Lessee's Liability***

In the event of any reentry or retaking of the Leased Premises by Lessor and/or any termination of this Lease by Lessor, Lessee shall nevertheless remain in all events liable and answerable for the Rent to the date of such retaking, reentry or termination and Lessee shall also be and remain answerable in damages for the deficiency or loss of Rent as well as all related expenses which Lessor may thereby sustain in respect to the

balance of the Term, and, in such case, Lessor reserves full power, which is hereby acceded to by Lessee, to let said Leased Premises for the benefit of Lessee, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Lessee under the terms and provisions of this Lease, and such damages, related expenses shall have been made more easily ascertainable by reletting of the Leased Premises, or such action by Lessor may, at the option of Lessor, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

### ***20.2. Limitation of Lessor's Rights***

The provisions of this Article 20 are subject to the bankruptcy laws of the United States of America and the State of Illinois which may, in certain cases, limit the rights of Lessor to enforce some of the provisions of this Article in proceedings thereunder. To the extent that limitations exist by virtue thereof, the refraining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Article 20 shall be interpreted in a manner which results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws.

### ***20.3. Application of Lessee's Payments***

All rents received by Lessor in any reletting after Lessee's default shall be applied, first to the payment of such expenses as Lessor may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Lessor, either for making the necessary repairs (including fitting up the space for such reletting) to the Leased Premises or in curing any default on the part of Lessee of any covenant or condition herein made binding upon Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee, together with interest and penalties as defined in Article 3, and Lessee expressly agrees to pay any deficiency then remaining. Lessor shall in no event be liable in any way whatsoever (nor shall Lessee be entitled to any set off) for Lessor's failure to relet the Leased Premises, and Lessor, at its option, may refrain from terminating Lessee's right of possession, and in such case may enforce against Lessee the provisions of this Lease for full Term.

### ***20.4. Costs Associated With Collecting from Lessee***

In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor places in the hands of an attorney or collection agency the enforcement of all or part of this Lease, the collection

of any Rent due or to become due or recovery of the possession of the Leased Premises, Lessee agrees to pay Lessor's costs of collection and enforcement including reasonable attorneys' fees, whether suit is actually filed or not.

## **21. Subordination**

This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust or other encumbrance(s) which may now or which may at any time hereafter be made upon the Project of which the Premises is a part or any portion thereof, or upon Lessor's interest therein. This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Lessee shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby, and Lessee hereby appoints Lessor the attorney-in-fact of Lessee, irrevocably, to execute and deliver any such instrument(s) for Lessee. If the interests of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Leased Premises, Lessee shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Lessor under this Lease, and, if requested by such transferee, Lessee agrees to attorn to the transferee as its Lessor. The holder of any mortgage or deed of trust encumbering the Leased Premises shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request Lessee shall execute and deliver an instrument confirming any such full or partial subordination.

## **22. Surrender of Possession**

### ***22.1. Lessee's Obligations and Rights***

Upon the expiration or earlier termination of the Term, Lessee shall surrender to Lessor the Premises and all keys and locks connected therewith to Lessor in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Article 12, any and all improvements, repairs, alterations and all other property attached to, used in connection with or otherwise installed upon the Leased Premises (i) shall, immediately upon the completion of the installation thereof, be and become Lessor's property without payment therefor by Lessor, and (ii) shall be surrendered to Lessor upon the expiration or earlier termination of the Term, except that any machinery, equipment or fixtures paid for and installed by Lessee and used in the conduct of the Lessee's trade or

business and all other personalty of Lessee shall remain Lessee's property and shall be removed by Lessee upon the expiration or earlier termination of the Term, and Lessee shall promptly thereafter fully restore any of the Leased Premises damaged by such installation or removal thereof.

### **23. Lessee Holding Over**

If Lessee or any person claiming through Lessee shall not immediately surrender possession of the Leased Premises at the expiration or earlier termination of the Term, Lessor shall be entitled to recover compensation for such use and occupancy at 150% percent of the Basic Rent and Additional Rent payable hereunder just prior to the expiration or earlier termination of the Term. Lessor shall also continue to be entitled to retake or recover possession of the Leased Premises as herein before provided in case of default on the part of Lessee, and Lessee shall be liable to Lessor for any loss or damage it may sustain by reason of Lessee's failure to surrender possession of the Leased Premises immediately upon the expiration or earlier termination of the Term. Lessee hereby agrees that all the obligations of Lessee and all rights of Lessor applicable during the Term shall be equally applicable during such period of subsequent occupancy.

### **24. Estoppels**

Lessee shall, without charge therefor, at any time and from time to time, within fifteen (15) days after request by Lessor, execute, acknowledge and deliver to Lessor a written estoppel certificate certifying to Lessor, any mortgagee, assignee of a mortgagee, or any purchaser of the Project, or any other person designated by Lessor, as of the date of such estoppel certificate; (a) that Lessee is in possession of the Premises; (b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modification); (c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Lessor, or any duty or obligation of Lessee hereunder (and, if so, specifying the same in detail); (d) the amount of the Basic Rent and the dates through which Basic Rent and Additional Rent have been paid; (e) that Lessee has no knowledge of any then uncured defaults on the part of Lessor under this Lease (or if Lessee has such knowledge, specifying the same in detail); (f) that Lessee has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessee (or if Lessee has knowledge of any such uncured defaults, specifying the same in detail); (g) that Lessee has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessee (or if Lessee has such knowledge, specifying the same in detail); (h) the amount of any Security Deposit held by Lessor;

and (i) such reasonable other information requested by Lessor, such mortgagee, assignee of such mortgagee, such purchaser or such other person. Failure to deliver the certificate within fifteen (15) days after request by Lessor shall be conclusive upon Lessee for the benefit of Lessor and any successor to Lessor that this Lease is in full force and effect and had not been modified except as may be represented by the party requesting the certificate. If Lessee fails to deliver the certificate within fifteen (15) days after requested by Lessor, then by such failure Lessee shall irrevocably constitute and appoint Lessor as its attorney-in-fact to execute and deliver the certificate to any third party.

## **25. Miscellaneous**

### ***25.1. Definition of Lessee***

The term "Lessee" shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Lessee shall be construed to be equally applicable to any binding upon its agents, employees and others claiming the right to be in the Leased Premises through or under Lessee.

### ***25.2. Joint Lessees***

If more than one individual, firm or corporation shall join as Lessee, singular context shall be construed to be plural wherever necessary and the covenants of Lessee shall be the joint and several obligations of each party signing as Lessee and when the parties signing as Lessee are partners, shall be the obligation of the firm and of the individual members thereof.

### ***25.3. References to Gender***

Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

### ***25.4. Waiver of Breach***

No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver if the covenant, condition or agreement itself, or of any subsequent breach thereof.

### ***25.5. Limitation of Lessor's Liability***

Notwithstanding anything to the contrary contained in this Lease, Lessee shall look only to Lessor's ownership of the Premises for satisfaction of Lessee's remedies for collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder, and no other property or assets of the partners or principals of Lessor, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for satisfaction of Lessee's remedies under or with respect to this Lease, the relationship of Lessor and Lessee hereunder or Lessee's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Lessor, its partners or its principals, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Lessor not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Lessee's sole right and remedy in any dispute as to whether Lessor has breached such obligation.

### ***25.6. Warranty of Habitability and Fitness for Particular Purpose***

LESSEE AND LESSOR EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

### ***25.7. Written Lease***

It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

### ***25.8. Provisions That are Unlawful or Against Public Policy***

Every agreement contained in this Lease is, and shall be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the applications of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

**25.9. Conditions That Prevent Performance**

Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor.

**25.10. Signatures of Both Parties Required**

The submission of this Lease to Lessee shall not be construed as an offer nor shall Lessee have any rights with respect thereto unless Lessor executes a copy of this Lease and delivers same to Lessee.

**25.11. Both Parties Must Consent to Assignment**

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Lessee any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Article 16 hereof.

**25.12. Time Is of Essence Clause**

All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

**26. Notices**

All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Lessor or Lessee respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time. Notice may also be delivered by tracked UPS or Federal Express envelopes at the addresses designated by the parties:

LESSOR LMSM, LLC	LESSEE HAMILTON ERIC TRUJILLO

**27. Waiver of Trial by Jury**

LESSOR AND LESSEE EACH AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THIS PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

**28. Governing Law**

This Lease shall be construed and governed by the laws of the state in which the Premises are located. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of said state, it or they shall be considered severable and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Lessee has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

LESSOR  
LMSM, LLC

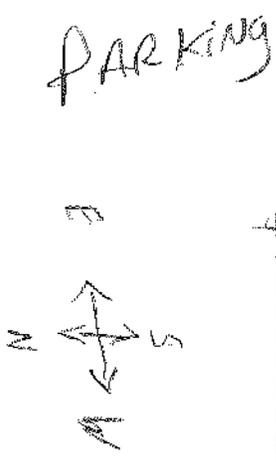
[Redacted signature area for Lessor]

By:

LESSEE  
HAMILTON ERIC TRUJILLO

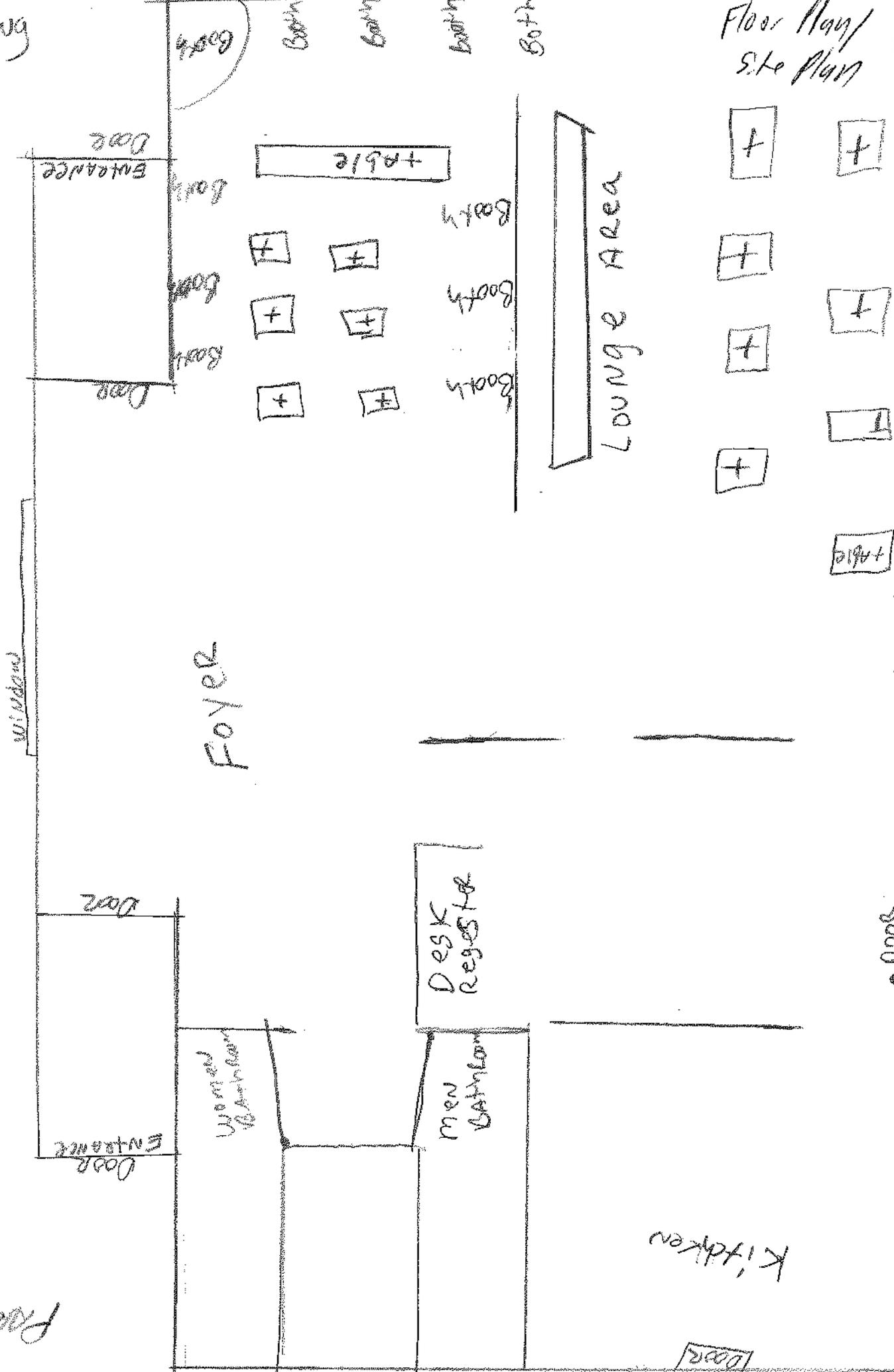
[Redacted signature area for Lessee]

By: HAMILTON ERIC TRUJILLO



PARKING

Parking



Floor Plan /  
Site Plan

Foyer

Lounge Area

Desk Register

Kitchen

women Bathroom

men Bathroom

ENTRANCE

Door

Door

Door

Window

Booth

table

table

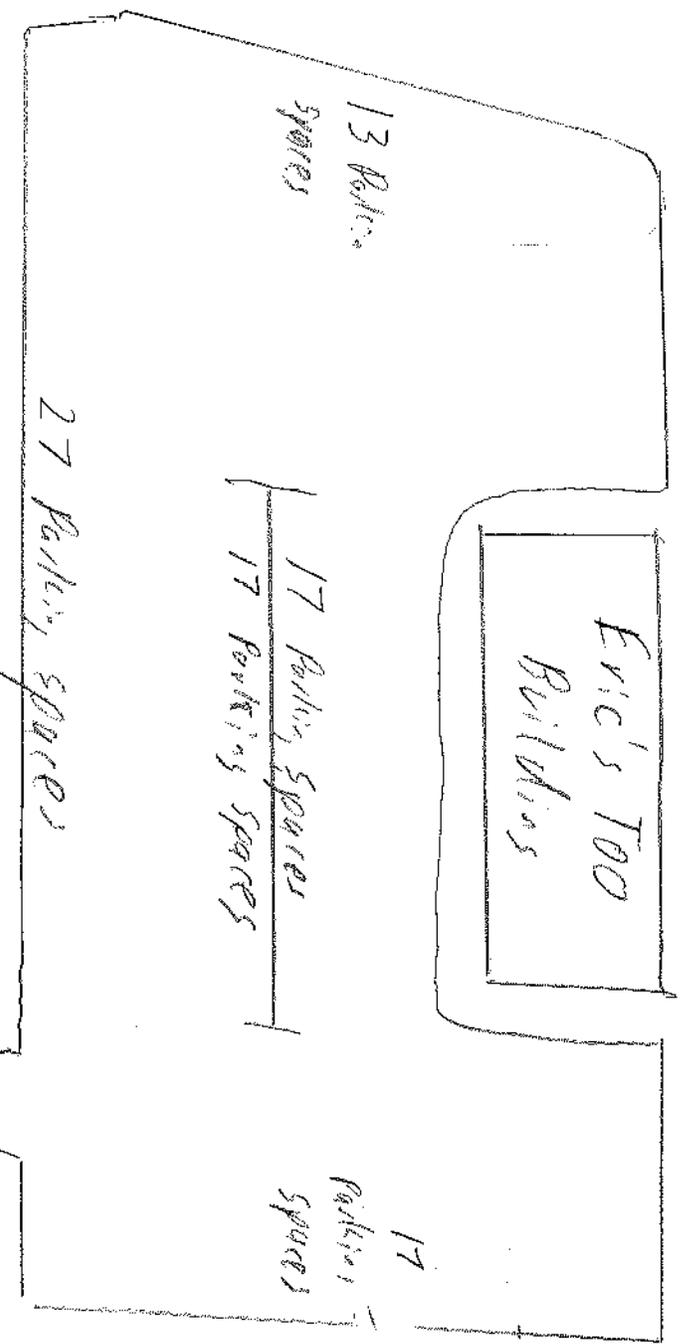
Door

Door

# Site Plan

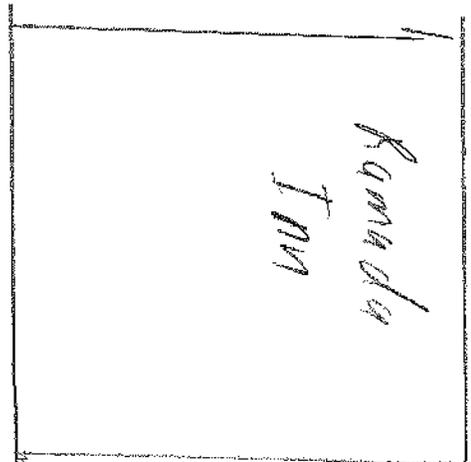
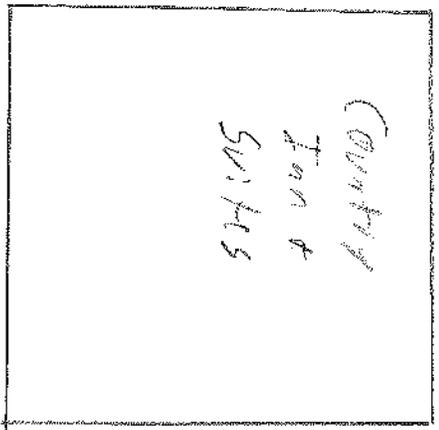
Route 9

E ← S  
N → W



Empty Commercial Lot

Empty Lots



← Access Road 2 lane 2 way 1100 Yards

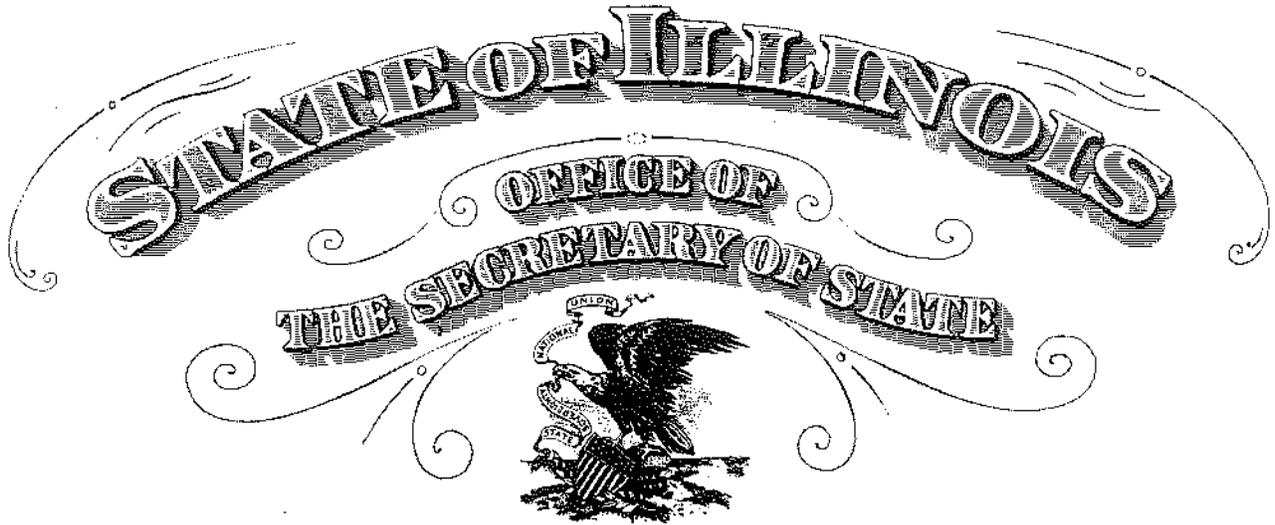
Maple Hill Road 2 way / 2 Lane

Single Family

Single Family

*Proof of Good Standing*

File Number



**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*

T.V.E.O CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 01, 2002, 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 25TH day of APRIL A.D. 2018 .**

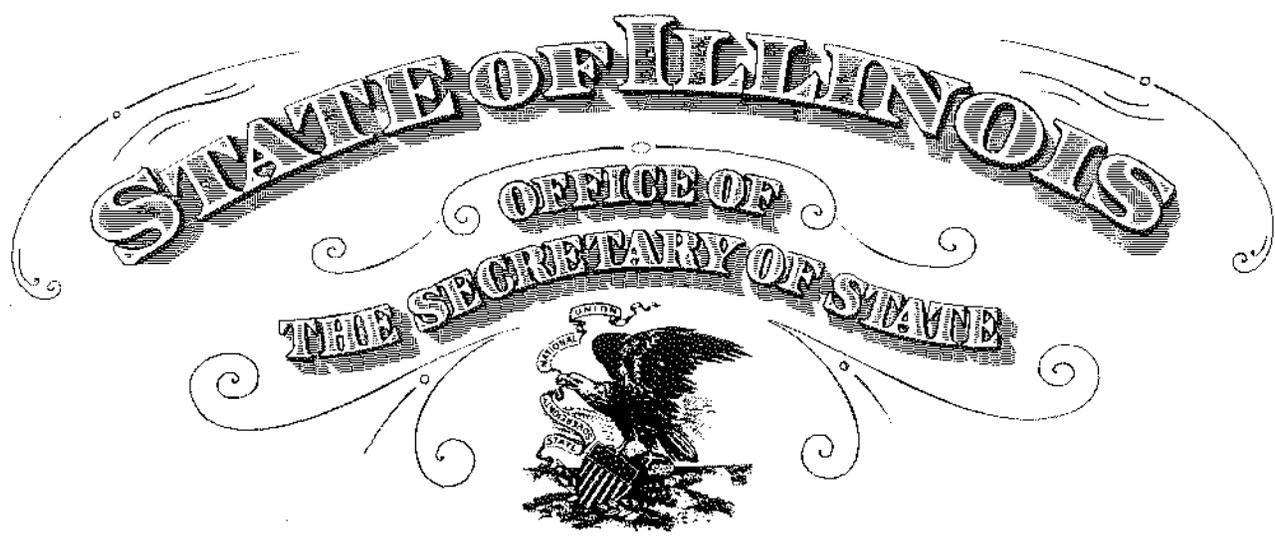
*Jesse White*

Authentication #: 1B11501520 verifiable until 04/25/2019  
Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

- Articles of Incorporation  
- Cert of Good Standing

File Number



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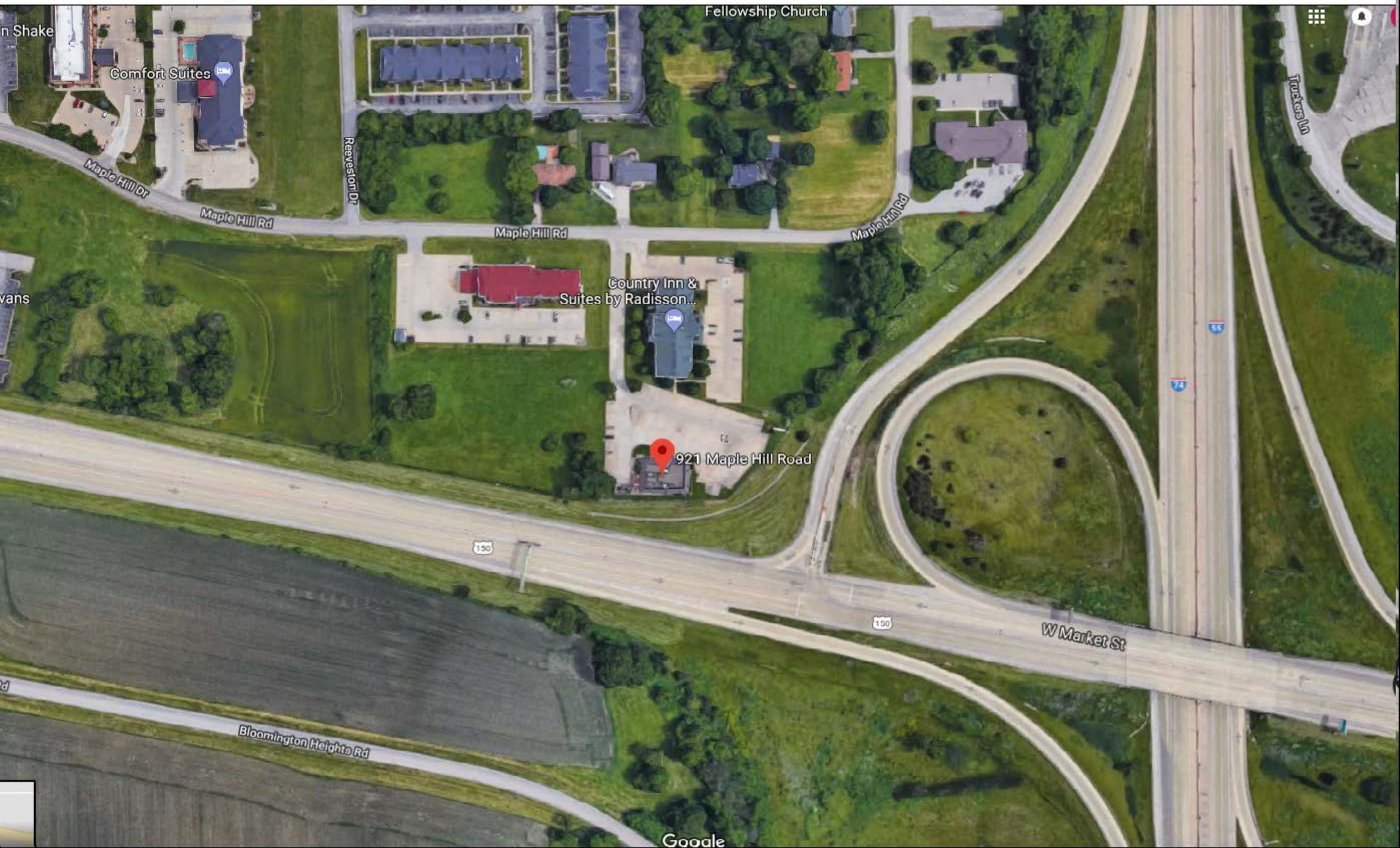
**In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 25TH day of APRIL A.D. 2018 .**



*Jesse White*

SECRETARY OF STATE

Eric's Too - 921 Maple Hill Rd., Bloomington, IL 61705



# REGULAR AGENDA



## REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** Legal Department

**SUBJECT:** Consideration of a Resolution Establishing Prevailing Wages to be paid to Laborers, Workers, and Mechanics Engaged in Public Works with the City of Bloomington, as required by law and requested by the Legal Department.

**RECOMMENDATION/MOTION:** The Resolution Establishing Prevailing Wages to be paid to Laborers, Workers, and Mechanics Engaged in Public Works with the City of Bloomington be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

**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 Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards any construction contract for public work or doing such work by day labor, shall ascertain the general prevailing hourly rates of wages for employees engaged in such work, and shall require that all contractors of the City pay those wages to their workers.

The City does not ascertain its own prevailing wages and instead relies upon the calculations performed by the Illinois Department of Labor. The most recent Prevailing Wage Rate Determination published by the State of Illinois Department of Labor was September 1, 2017. These wages are further incorporated into this Resolution, although the Resolution also requires contractors to ascertain Prevailing Wages by checking with the Illinois Department of Labor and to pay the most current Prevailing Wage.

The Resolution also requires contractors to submit to the City on a monthly basis all certified payroll records for Prevailing Wage Work performed by Contractor Employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, Hourly Wages Paid in each Pay Period, Number of Hours Worked Each Day, and Starting and Ending Time of Work Each Day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the Prevailing Rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

The Resolution contains language requiring contractors provide proof of participation in an apprenticeship program if the Contract is in excess of \$100,000. The apprenticeship language was added by a past City Council and has been standard language.

Finally, the City Council also has a local practice of requiring Prevailing Wage to be paid on projects supported by Tax Increment Financing or Tax Incentives of any kind. Accordingly, this language is also included in the resolution.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

**FINANCIAL IMPACT:** N/A; Unknown at this time.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by: Carla Murillo, Procurement Manager

Financial & budgetary review by: Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- Prevailing Wage Resolution
- Prevailing Wage Rates

**RESOLUTION NO. 2018 -**

**A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS  
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS,  
WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS  
WITH THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for September 2017, which also incorporates subsequent rounds of technical corrections that are also incorporated therein, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file or upload a certified copy of this Resolution with the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk shall publish, post and/or link on the City's website the information related to this Resolution as required by law.

ADOPTED this 11<sup>th</sup> day of June 2018

APPROVED this \_\_\_\_ day of June 2018

**CITY OF BLOOMINGTON:**

---

Tari Renner, Mayor

**ATTEST:**

---

Cherry Lawson, City Clerk

**EXHIBIT A**  
**SEPTEMBER 2017**  
**McCLEAN COUNTY PREVAILING WAGE RATES**

**Prevailing Wage rates  
for McLean County  
effective Sept. 1, 2017**

<b>Trade Title</b>	<b>Region</b>	<b>Type</b>	<b>Class</b>	<b>Base Wage</b>	<b>Fore-man Wage</b>	<b>M-F OT</b>	<b>OSA</b>	<b>OSH</b>	<b>H/W</b>	<b>Pension</b>	<b>Vacation</b>	<b>Training</b>
ASBESTOS ABT-GEN	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
ASBESTOS ABT-GEN	ALL	HWY		33.04	33.59	1.5	1.5	2	7.80	14.20	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		30.57	32.07	1.5	1.5	2	9.40	13.02	0.00	0.79
CARPENTER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
CEMENT MASON	ALL	ALL		32.12	33.12	1.5	1.5	2	6.30	15.32	0.00	0.60
CERAMIC TILE FNSHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		36.00	39.60	1.5	1.5	2	7.06	10.79	0.00	1.00
ELECTRONIC SYS TECH	ALL	BLD		30.97	32.97	1.5	1.5	2	6.95	8.63	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
FENCE ERECTOR	E	ALL		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90
IRON WORKER	W	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54
IRON WORKER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
LABORER	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
LABORER	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LABORER, SKILLED	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80

LABORER, SKILLED	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LATHER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
MACHINERY MOVER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.79	0.00	0.54
MILLWRIGHT	ALL	HWY		33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL		35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	BLD		33.00	35.25	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIIVER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD		41.85	45.89	1.5	1.5	2	7.10	12.15	0.00	1.55
PLASTERER	ALL	BLD		30.00	32.00	1.5	1.5	2	8.40	17.74	0.00	0.80
PLUMBER	ALL	BLD		41.85	46.04	1.5	1.5	2	7.10	12.15	0.00	1.55
ROOFER	ALL	BLD		31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD		32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
TERRAZZO FINISHER	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD		32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78
TILE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	O&C	1	28.02	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	28.43	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25

TRUCK DRIVER	ALL	O&C	3	28.62	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	28.88	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	29.64	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	N	ALL	1	37.91	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	2	38.06	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	3	38.26	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	4	38.46	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	S	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25

**Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

Explanations MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which

fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

#### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

#### LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all

materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and

highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

#### LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front. TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power

Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tornadoizer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tornadoizer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers;

Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"),

Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



## REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: June 11, 2018

**SPONSORING DEPARTMENT:** Community Development – Downtown Development Division

**SUBJECT:** Consideration of an Ordinance Amending the City Code provision changing the Name from the “Cultural District Commission” to the “Cultural Commission” and Amending the Powers and Duties of the Commission, as requested by the Community Development Department – Downtown Development Division.

**RECOMMENDATION/MOTION:** The Ordinance Amending the City Code provision changing the Name from the “Cultural District Commission” to the “Cultural Commission” and Amending the Powers and Duties of the Commission be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1: Financially Sound City Providing Quality Basic Services; Goal 5: Great Place – Livable, Sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.D. - City services delivered in most cost-effective, efficient manner; Objective 5.B. – City decisions consistent with plans and policies.

**BACKGROUND:** The City of Bloomington Cultural District Commission serves as an advisory body to the Mayor, City Council, and Community in developing plans for the City’s Cultural District and Cultural Assets. The City established the Commission to provide guidance on projects and programs in the “Cultural District”, or better known as the Bloomington Center for the Performing Arts area. The Commission consists of fourteen (14) members, appointed by the Mayor and approved by Council, and one Elected Official. The Commission meets twice a month, on Thursdays, at 7:30 a.m. at the Bloomington Creativity Center. Traditionally, the Commission’s scope of review is limited to The Geographical Boundary of the BCPA area. In August 2015, the City adopted the 2035 Comprehensive Plan, which envisions a future inspired by an abundance of Art and Cultural opportunities (Ch. 7, 2035 Comp. Plan).

Recently, the Commission completed a review of their Mission Statement, Powers, and Duties, see attached minutes. The Commission determined that Cultural Programs and the Arts are an integral part of Community Life directly affecting social, economic, educational, and cultural character of the City of Bloomington. The Commission is proposing two significant amendments to Chapter 2 of the City Code, which encourage the Cultural Commission to have a wider impact and broader scope in the community. The Commission is requesting a formal name change, as outlined in Chapter 2, Article III, Section 30, to become the Cultural Commission. In addition, the Commission has requested amendments to its powers and duties, as outlined in Chapter 2,

Article III, Section 81, which expand the scope beyond the two block BCPA area and into the larger community.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Cultural District Commission.

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** ACH-2 Increase the visibility of the Bloomington arts and cultural scene; ACH-3 Support and promote the arts and culture in the community; ACH-5 Encourage the use of public art to enhance neighborhoods and public spaces and foster engagement throughout the community.

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

Respectfully submitted for Council consideration.

Prepared by: Patricia S. Stiller, Downtown Division Manager

Reviewed by: Katie Simpson, City Planner

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- CD1B Proposed Cultural Commission Ordinance
- CD1C Minutes from the Commission Meetings 5/24/18 meeting.
- CD1D Map

**ORDINANCE 2018 - \_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE PROVISIONS  
ON THE CULTURAL DISTRICT COMMISSION**

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

**SECTION 1. That Chapter 2, Sections 30 and 81 of Article III of the Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):**

**Section 30: Boards & Commissions – Enumerated**

In addition to the operating departments named in the preceding section, there shall also be the following Boards and Commissions:

Bloomington-Normal Sister Cities Committee  
Board of Fire and Police Commissioners  
Board of Library Trustees  
Board of Zoning Appeals  
Building Board of Appeals  
Citizen's Beautification Committee  
Cultural ~~District~~ Commission  
Firemen's Pension Board  
Historic Preservation Commission  
Housing Authority Board  
Human Relations Commission  
Liquor Commission  
Planning Commission  
Police Pension Board  
Property Maintenance Review Board

Such Boards and Commissions shall be so organized and have such powers and duties as required by the laws of the State and this Code.

**Section 81: Cultural ~~District~~ Commission.**

- (a) Membership. The Cultural ~~District~~ Commission shall consist of up to ~~fourteen~~ (14) eleven (11) persons to be appointed by the Mayor with the consent of the City Council. Effective May 1, 2014, a person appointed to the Commission shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than (2) additional three (3) year terms. Members of the Commission shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years). All terms shall expire on April 30th. Reappointment shall be by the Mayor

with the consent of the City Council. The members of the Commission shall elect a Chairman and a Vice-Chairman on an annual basis.

- (b) Meetings. The Commission shall meet on a regular basis on a schedule to be established by the members, but not less than once per month. A regular place of meeting shall be established by the Commission. All meetings shall be open to the public, unless grounds exist for a closed meeting pursuant to the Illinois Open Meetings Act.
- (c) Duties and Functions. The Commission shall have as its duties and functions:
  - (1) To serve as an advisory body to the City Council, the City Manager and other City officials in creating, developing plans for, and supporting the Cultural District(s).
  - (2) To recommend to the City Council, the City Manager and other City officials ~~at~~ cultural programs of any description or variety calculated to enhance the viability of ~~the Cultural Districts~~ and the community.
  - (3) To work with appropriate City personnel to establish means to elicit public participation in and support of ~~the Cultural District(s), and its other cultural programs, and helping to fully integrate the arts, in all their diversity, into the fabric of civic life.~~
  - (4) To request, receive and utilize, staff assistance from the City administration to enable the Commission to carry out its responsibilities.

**SECTION 2.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

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

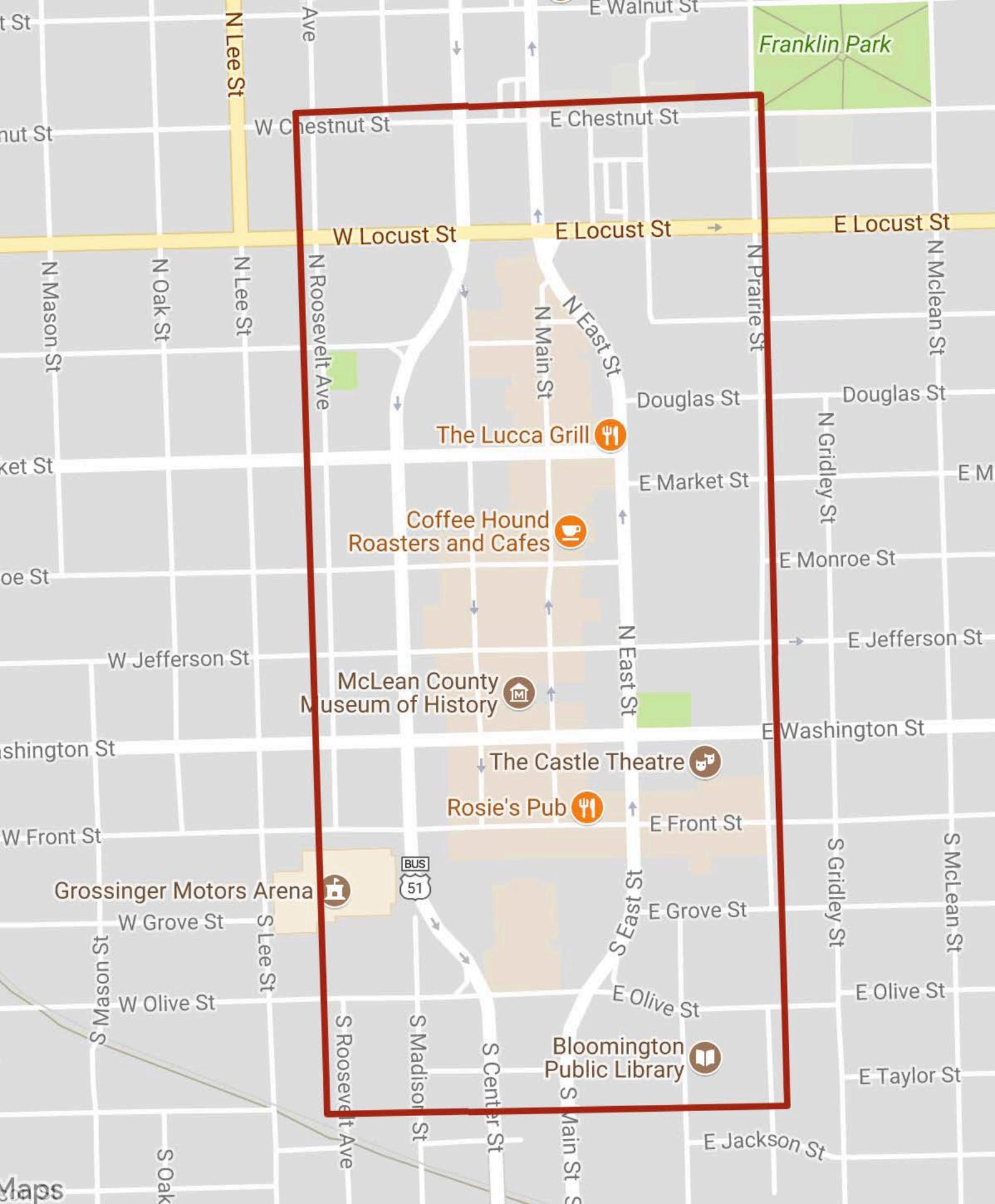
**SECTION 4.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 5.** This ordinance shall be effective immediately after the date of its publication as required by law.

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

PASSED this 11<sup>th</sup> day of June 2018.

APPROVED this \_\_\_\_ day of June 2018.



Franklin Park

The Lucca Grill

Coffee Hound  
Roasters and Cafes

McLean County  
Museum of History

The Castle Theatre

Rosie's Pub

Grossinger Motors Arena

Bloomington  
Public Library

BUS  
51

**CITY OF BLOOMINGTON:**

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Tari Renner, Mayor

**ATTEST:**

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Cherry Lawson, City Clerk



Meeting Minutes: May 24, 2018

#### Call to Order

- Commission Chair Kellie Williams called the meeting to order at 7:36 a.m.

#### Roll Call

- Commissioners in attendance: Ron Crick, Scott Koets, Angelique Racki, Carole Ringer, Kellie Williams

#### Staff in attendance

- Bob Mahrt, Tricia Stiller

#### Approval of Minutes

- Minutes from April 26 approved

#### Staff Reports

- BCPA offering multiple outdoor lawn concerts this summer; June 15, The Harmonious Wails, June 16 The Femmes of Rock and June 17 a FREE Sunday afternoon, family-friendly concert with local artists. Similar programming planned for July.
- Downtown Division moving forward with Task force work plan – public input meetings to be scheduled. DBA refreshing working committees. Cogs and Corsets Steampunk Weekend June 1-3.

#### Mission Statement Approved

- The Bloomington Cultural Commission, through advocacy, education and support, is dedicated to inspiring accessible and diverse artistic and cultural experiences, thus enhancing the value of the community's creative and economic life.
- Discussion – Next steps.  
Establish boundaries  
Present mission statement and ordinance revision to City Council for approval  
Identify and pursue arts and place making grants

#### New Business – Zoning

- Cultural District / Cultural Center. City staff will be reviewing what criteria is needed to designate an area as a Cultural District. Having a designated area creates a sense of place, which is helpful for branding and marketing.
- Zoning Districts – These can limit the type of businesses allowed within a defined area.  
D1 – Central Core (Buckle); D2 Surrounding Peripheral neighborhoods; D3 Warehouse and Arts District  
Statement of intent/changes in use can encourage revitalization and gentrification of the area.

Meeting adjourned 8:44 a.m.

Next meeting: June 8, 7:30 am

Prepared May 30, 2018